

# knot too shabby

## Bazaar and Consignment Sale Registration Form



This Seller Agreement, hereinafter referred to as “this Agreement”, states the terms of the parties’ agreement with respect to personal property, hereinafter referred to as “the property”, consigned to or vending with Knot Too Shabby hereafter referred to as the “KTS” by the seller identified below, hereafter referred to as the “Seller”. The property is listed on a property inventory form attached to this Agreement, executed separately or property identified as being subject to this Agreement. Seller agrees to offer the property for sale at Too Shabby Bazaar and Consignment Sale, subject to the terms set forth in this agreement. While KTS cannot guarantee any sale price, it agrees to use professional skill, knowledge and experience to the best advantage of both parties in preparing for and conducting the sale of the property. KTS will act solely as an agent in any transaction between the Seller and the eventual buyer.

X\_\_\_\_\_ 1. EXCLUSIVE RIGHTS OF SALE.

By consigning this personal property, Seller agrees to grant to KTS the exclusive right to market and sell the property for the period of April 5<sup>th</sup>, May 3<sup>rd</sup>, and/or June 7<sup>th</sup>, 2014 as indicated by the Seller upon signing. KTS may withdraw the property from consignment if in its sole discretion, the property is inappropriate for sale, morally objectionable, the property is not worth enough to sell, or for any other reason KTS deems appropriate. The Seller may not attempt to sell outside this agreement, destroy, or alter the property during the period of this Agreement.

X\_\_\_\_\_ 2. COMMISSION AND FEES.

For KTS’s services, which may include preparing the property for sale, photographing the property, communicating with prospective buyers about the property, closing the sale, accepting payments for the property, and shipping the property to the buyer at their expense, Seller agrees that, according to KTS’s current commission rates, KTS shall automatically deduct any commissions owed from the final sale price of item(s) prior to issuing final payment to Seller.

The current KTS fees and commission rates are as follows:

- a) For a Vendor the booth rental fee is \$75 per day or \$150 for all 3 days plus an applicable commission for credit card processing and related transactions.
- b) For a Consigner the registration fee is \$20 plus the commission for any property sold is 50%.

**The registration fee is due at time of registration and is non-refundable.**

Payment of sold property will be issued within 14 days following the Bazaar and Consignment Sale.

X\_\_\_\_\_ 3. INSURANCE AND LIMITATION OF LIABILITY.

The Seller shall be solely responsible for maintaining insurance on the property until the Bazaar and

Consignment Sale is concluded or the property the property is sold, whichever comes first. KTS shall not be liable in any way for damages, whether general, special, incidental or consequential, however caused, whether by loss, theft or damage, including negligence, arising out of consignment and/or sale of the property, and including the packing and shipping of the property. Any insurance claims arising from the damage of the property during shipment or transportation shall be the responsibility of the buyer. **Event may be canceled due to extreme weather conditions with no refund available.**

#### 4. RESPONSIBILITIES AND LIMITATIONS OF THE SELLER.

- X\_\_\_\_\_ a) If selling as a Consigner, along with the submission of the property, Seller shall tag every item with their price and initials prior to the Bazaar and Consignment Sale. However, KTS has the authority to negotiate the final sale price at any time while the property is in possession of KTS. Seller must submit their items for consignment during business hours the Wednesday (10:00am–5:00pm), Thursday (10:00am–5:00pm), or Friday (10:00am–8:00pm) immediately preceding the scheduled event date.
- X\_\_\_\_\_ b) If selling as a Vendor, Seller must set up their booth during the hours of 5:00 am and 7:00 am on the scheduled day of the event. No vehicles will be allowed on the property after 6:30 am. Also, Seller must be present during all of the Bazaar and Consignment Sale’s hours of operation.
- X\_\_\_\_\_ c) **Vendor may cancel participation up to 14 days prior to scheduled event date, however no refund will be issued. Failure to attend event will result in a \$35 vacancy fee.**
- X\_\_\_\_\_ d) Property must be picked up by 3:30 pm on the day of the scheduled event. All property not picked up will be relinquished to KTS and donated to a local thrift organization.
- X\_\_\_\_\_ e) **Seller may only offer finished products for sale at the Bazaar. Paints, craft supplies, hardware, custom services, workshops, and other products and/or services that compete directly with KTS may not be sold or advertised at the Bazaar.**

#### X\_\_\_\_\_ 5. SELLER'S WARRANTIES AND INDEMNITY.

(a) Warranties. Seller represents and warrants to KTS that: (1) Seller has the right, power and authority to consign the property for sale and to enter into this Agreement and to perform all obligations hereunder; (2) the property is, and, until sold, shall remain free and clear of all liens, encumbrances or claims of third parties of any kind whatsoever; (3) good title will pass to the buyer upon sale; (4) KTS may, at its discretion, display photos or descriptions of the property on other internet sites owned or operated by KTS, both during and after the sale of the property. There are no restrictions on KTS to reproduce photographs of the property; and (5) the information Seller has provided to KTS in the Agreement is true and correct. Seller acknowledges and agrees that KTS will rely upon the accuracy and completeness of the foregoing warranties.

(b) Indemnity. Seller shall defend, indemnify, and hold harmless, KTS, its employees and agents, against any and all claims, actions, damages, losses, liabilities and expenses (including reasonable attorney's fees for counsel of our choice) arising out of or resulting from any and all claims raised by the buyer of the property, including but not limited to, ownership or right to possession of any of the property, any alleged breach by Seller of any obligation, representation or warranty pursuant to this Agreement, or from KTS’s offering for sale or selling the property, whether or not it has been returned to Seller. Seller releases KTS, its employees and agents, of any and all liability for damages or loss that may occur during the time that the property is in possession of KTS. Seller also releases

KTS, its employees and agents of any and all liability for any bodily damage to people or animals. Seller shall KTS shall retain full copy, reproduction and photographic rights to any pictures taken during any and all processes and transactions, even if the transaction is withdrawn, cancelled, substituted, or changed in any way. Seller's warranties and indemnification shall survive the completion of the transactions contemplated by this Agreement, and shall apply to the property sold or consigned for sale pursuant to this Agreement.

X\_\_\_\_\_ 6. MISCELLANEOUS.

(a) This Agreement and any and all signed schedules or attachments hereto, including all information submitted by Seller, and other document(s) executed by the parties concurrently herewith, along with the Conditions of Sale attached hereto, constitute the entire agreement between the parties with respect to the property and supersedes any and all prior negotiations or agreements regarding the property. The terms of the Special Instructions, if any, are incorporated into this Agreement.

(b) Except as otherwise specified herein, no modifications or amendment of this Agreement shall be binding unless contained in a writing signed by the party to be bound thereby and no waiver, promise or representation by KTS or any of its agents or representatives shall bind KTS unless contained in a writing signed by KTS.

(c) Any notice given hereunder must be by email, fax or in writing, which shall be deemed effective upon deposit in the U.S. mail, postage prepaid, if addressed to either of the parties at their respective addresses indicated below.

(d) If any part of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

(e) Except as provided by law, nothing contained in this Agreement shall be construed as any agency, partnership or other joint enterprise between the parties.

(f) The parties acknowledge that they have carefully read this Agreement, understand the contents thereof, and sign this Agreement as their own free act and deed.

(g) This Agreement shall be interpreted and enforced pursuant to the laws of the State of California. Seller has read and understands all of the terms and conditions of this agreement. Should the Seller bring any legal action against KTS related to this transaction, the matter shall be decided in a court of law in the State of California. In the event that said court of law decides in favor of KTS, the Seller agrees to pay all legal costs incurred by the KTS to defend against such action.

Knot Too Shabby  
177 N. Glendora Ave.  
Glendora, CA 91741  
626-914-1600  
[www.knottooshabbyfurnishings.com](http://www.knottooshabbyfurnishings.com)

**Please Print**

- Please select your choice of selling method:
  - Consigner ..... Registration fee: \$20 + 50% of sales..... PAID
  - Vendor ..... Booth Rental April 5<sup>th</sup>, May 3<sup>rd</sup>, and June 7<sup>th</sup>: \$150..... PAID 
    - Vendor ..... Booth Rental—Saturday April 5<sup>th</sup>: \$75..... PAID
    - Vendor ..... Booth Rental—Saturday May 3<sup>rd</sup>: \$75..... PAID
    - Vendor ..... Booth Rental—Saturday June 7<sup>th</sup>: \$75..... PAID
  
- The KTS blog reaches between 50,000 and 100,000 readers per month. Would you like to be included in a KTS blog feature and any follow-up marketing materials about the Bazaar for an additional \$30.00? ..... PAID

Agreed to this \_\_\_\_ (month) / \_\_\_\_ (day) / \_\_\_\_ (year)

Name: \_\_\_\_\_

Initials (for Consignment tag): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Credit Card Expiration Date: \_\_\_\_ \_\_\_\_ (month) / \_\_\_\_ \_\_\_\_ (year)

Credit Card Security Code: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_