

# Tykes, Tots & Teens LLC

## Seller and Volunteer Terms & Conditions

*A copy of this waiver is posted on in Adobe format on our website for your convenience to refer to at any time.*

- Seller agrees to hold harmless and make no claim against Tykes, Tots & Teens LLC (named TTT hereafter), its owners, the lessors of the space where the sale is held, any volunteer or paid participants in TTT, or the insurer of TTT for the damage, theft or loss of any items consigned to TTT. TTT does not anticipate any thefts, damage, or loss but occasionally these events may occur. It is each consignor's responsibility to secure their items well and give detailed descriptions to help avoid these situations. TTT is not responsible for loss, theft, damage, or any item affected by any act of God.
- Seller agrees that **All** items being submitted by them into the TTT consignment sale have been accurately checked and verified by the seller, for recalls using the lists provided by the Consumer Product and Safety Commission (CPSC). **Seller understands that it is against the law to sell recalled items.** TTT will also take action to prohibit any consignor who does not follow this Federal Law.
- If a seller was a registered consignor in the Fall of 2009 and did not participate or unregister themselves as of 9/24/09, a double administration fee will be deducted from their current check in the Spring of 2010. This penalty DOES NOT apply to a consignor who unregisters during the registration period. The purpose of this penalty is to discourage no shows who fill up consignor slots, drop off slots, and/or work slots and do not unregister themselves should they not be able to attend. The deadline to unregister should you need to for this event is February 25, 2010 by 2:00 pm.
- **Seller agrees to inform anyone who drops off their items for them with the following information:** Seller Number (also listed on your tags), Consignor Name, and if the consignor is registered to be a 4hour or 8hour worker (working is optional). This information is necessary for us to issue the correct pre-sale passes. Seller gives permission to whoever drops off their items to check in, fill out and sign the necessary paperwork at drop off on their behalf.
- Seller agrees to waive any and all claims for personal injury resulting from participation in TTT from whatever cause either foreseen or unforeseen against TTT, its owners, the lessors of the space where the sale is held, any volunteer or paid participants in TTT, or the insurer of TTT.
- Seller agrees that on the last two days of the sale, all unsold items will be sold for half of the price originally designated by the seller if the STAR symbol visibly appears above the price, and is encoded into the barcode of the tag. Each seller has the option to choose the discount option for each item while creating their tags.
- Seller understands that it is their responsibility to fill out each item's tag completely and properly. Seller agrees that any item found WITHOUT a Tag, or with an illegible tag will be withheld in a lost and found area so that we may attempt to locate the tag or search for description information in our computer system. If the consignor's tag is reunited to the item we will put the item back on the floor for resale. If no information can be found for the item, it will be put in an unclaimed area for consignors to rightfully and honestly claim during pick up. A proof of claim is mandatory for tagless claimed items at pick up.
- Seller agrees that ITEMS WITH a "D" in the bottom *left* corner of the card will be donated if unsold, and will not be available for pick-up. This option is purely left to the discretion of the seller, who shall check the donate option while creating their tags.
- Seller agrees that ITEMS NOT PICKED UP by the end of the designated pick-up period will become the property of TTT to be donated to charity or any other sources that could benefit from them. **Pick up for the Spring 2010 Event is on Monday, March 8, 2010 from 12pm-8pm. No Reschedules, No Exceptions.**
- Consignor approved alternates may pick up consignor's items during pick up. We will have a sheet available at drop off for consignors to fill out approved pick up alternates. Alternates include people like spouses, children, friends, other consignors, neighbors, etc who are trusted to pick up the consignor's items should they not be able to attend on pick up day.
- **Consignors and Alternates are required to show proof of identification at pick up.**
- Seller agrees that no claims will be made against TTT for any discrepancies involving items placed in the sale. It is each consignor's responsibility to use detailed descriptions on their tags so that we may properly identify and verify that item to the tag during checkout. Generic, poor descriptions will NOT help us or the consignor.

- Seller agrees that the distribution of proceeds from the sale of each item will be as follows: The seller will receive 70% of their sales and TTT will receive 30%. A consignor participation fee of \$9.50 will be deducted after the appropriate percentage is calculated for both consignors and workers. Sellers who volunteer 4 or more hours of work at the current TTT Sale will receive 75% of the remainder of their sales and TTT will receive 25%. These percentages do not apply to TTT Managers, who keep a different percentage of their sales.

- **Seller understands that because TTT does not verify the accuracy of the consignor's inventory reports at drop off, TTT pays by the items sold and NOT by the seller's inventory report. TTT does not scan in each individual item during drop offs so we are not responsible for any discrepancies in inventory sheets versus the consignor's tags.** Inventory sheets are strictly provided for consignor uses. TTT has no usage purposes for them because we pay by the tags scanned. TTT will not be held responsible for items missing, lost, stolen, damaged, or destroyed by act of God.

- Seller agrees to cash issued proceed checks within 45 days of the date of the check. Checks will be void after this time.

- Seller agrees that conditions shall apply for this and all TTT Sales that the seller participates in. TTT will notify seller via email that seller provides to us, any changes made in terms and conditions in the future. TTT is not responsible for seller email accounts that do not accept the TTT email address, [Info@TykesTotsTeens.com](mailto:Info@TykesTotsTeens.com).

- Seller agrees this entire waiver was read and understood completely.

## Volunteer Terms and Conditions

- All workers can cancel their work shift(s) without sales percentage penalties (see pass fee clause below) if done so at least 2 days BEFORE their scheduled shift.

- It is each consignor's responsibility to contact us to cancel or re-schedule.

- **Workers who cancel their shift or reduce the amount of hours they work to 4 hours, must return or mail in both pre-sale passes. Consignor will be re-issued the appropriate passes in return.**

- **Workers who cancel their shift or reduce the amount of hours they work to 4 hours after the pre-sale has taken place may still return both pre-sale passes to avoid penalty. This proves to us that the passes were not used and there is no need for penalty. If the pass is not delivered to the Event Facility by March 8, 2010 or mailed by March 15, 2010, the worker will be charged a \$20.00 pass usage fee.** This policy helps discourage people from getting a free pass into the worker pre-sale while others fulfill their chosen duties. The pass fee will be enforced even if it is claimed to not have been used, and not returned to Tykes, Tots & Teens LLC.

**When Delivering Passes to the Event Facility:** Place passes in envelope with seller name, ID #, and marked "Attention Laura"

**When Mailing Passes:** Place both passes in in an envelope with seller name, and ID # listed inside. Address envelopes to Laura Johns @ 105 River Mist Dr Covington, GA 30014. Because of potential mail loss, it is recommended that you mail with signature confirmation. We are not responsible for passes not received. Signature confirmation will help us track the mail piece if it is lost in the mail.

- Our customers depend on us and our workers to help run an efficient sale, therefore we strictly enforce a NO exception policy. We understand things may come up, but we have to count on our workers being reliable to pull off this large event. If you are unable to attend and do not want to forfeit half of your sales, you are responsible to have a replacement show up for you to work your shift.

- **It is your responsibility to sign IN and OUT during your shift times. This is your record to receive proper incentive credit.** We understand and believe you need to take care of family first in circumstances that cannot be helped, so we ask you to take your situation into consideration and understand the policy before committing to us. Because death in the family and sickness are top reasons for no shows, you are still responsible for getting a replacement or rescheduling your work time with us if you want to avoid the penalties. Strict policies must be enforced because of abuse of the schedule in the past. • Consignors or alternates who do not attend their shift; "No shows", will be penalized 50% of their sales. Workers who do not finish their additional shifts will be penalized an incomplete fee of \$50.00 if 4 hours are remaining, \$35.00 if 3 hours are remaining, \$25.00 if 2 hours are remaining, or \$10.00 if 1 hour is remaining. We enforce this policy strictly. No Exceptions.

**DID YOU READ IT? Promise? If not, then DO NOT click submit.**