

RePlay Toys, LLC Clothing Consignment Agreement

RePlay Toys, LLC (RePlay Toys) enters into a consignment agreement with _____ (Consignor). This agreement is held for one calendar year from the date of signing. By signing this agreement, Consignor warrants to RePlay Toys that Consignor has full title to all the clothing items consigned. Consignor also warrants that all information regarding the items consigned is true and correct to the best of his or her knowledge. Please note, this agreement is for clothing consignment only.

By signing this agreement, the Consignor acknowledges:

I. Consignor Rights and Responsibilities:

1. Consignor remains as owner of the items until purchased. Consignor agrees that RePlay Toys is hereby appointed, and is acting solely as, agent for the Consignor in selling the item(s).
2. That all accepted items will be kept at RePlay Toys from the date of item acceptance through either sale of the item or completion of the Consignment Window, whichever occurs first.
3. During the time that RePlay Toys is in possession of the item(s), RePlay Toys will be responsible for any loss or damage to the item(s) due to RePlay Toys' negligence, as per state law.
4. All consignors are subject to an annual fee of \$10 to activate their consignment account. If an account has been inactive for 12 months, a \$10 fee will be assessed to reactivate the account.

II. Acceptance of Items for Consignment:

1. No item shall be accepted without signed current agreement;
2. RePlay Toys reserves the right to refuse any items.
3. All items accepted must comply with the RePlay Toys Acceptable Clothing Policy.
4. Items under recall will not be accepted. If an item becomes recalled, RePlay Toys will not sell item and will return to Consignor.
 - A. Recall shall be defined as "items identified as unsafe by the United States Customer Product Safety Commission."
 - B. RePlay Toys agrees to monitor the CPSC Hazard Recalls list daily. Should a previously accepted item become identified as "recall", RePlay Toys will immediately remove the item from sale and notify the consignor within 24 hours.
5. Prior to listing any of the items for sale, RePlay Toys shall establish a "List Price" for each item.
 - A. "List Price" shall be defined as "the price determined by RePlay Toys for sale of an item, separate from any fees"
 - B. By signing this agreement, the consignor acknowledges that RePlay Toys will establish the List Price as a function of market value, condition and appearance with intention to sell the item for the highest potential profit.
 - C. RePlay Toys reserves the right to offer coupons to its customers. Coupons used will be applied to the "List Price" for items.
6. Any items not accepted for consignment will be defined by RePlay Toys as Unacceptable:
 - A. Unacceptable: Consignor will be notified of any items not accepted by RePlay Toys for consignment or purchase.
 1. Clothing items may be deemed unacceptable for one or more of the following reasons:
 - a. Condition: Clothing that is ripped, torn, stained, soiled, has missing or broken buttons or zippers or is deemed in a general state of disrepair.
 - b. Out of Season: Clothing items are seasonal in nature and may not be accepted at certain times of the year.
7. RePlay Toys will review all clothing items before close of business the day following the consignment appointment. The consignor is expected to retrieve all unacceptable items as well as the clothing receptacle during the following business day.
8. The Consignment Window shall be defined as a "Forty Two (42) calendar day period beginning on the date the items are listed for sale by RePlay Toys"
 - A. This period shall be broken into 2 phases:
 1. Phase 1: the initial four weeks (28 days) - items will be listed for the full "List Price"
 2. Phase 2: the following two weeks (14 days) - the "List Price" will be reduced by 50%
 - B. By signing this agreement, the consignor acknowledges that the List Price for all items not sold during Phase 1 will be immediately subject to the 50% reduction. No exceptions will be made.
 - C. The consignor will be notified of these dates at the consignment appointment.
9. Unsold clothing items will not be returned to the consignor. Unsold items will be donated to a charitable organization of RePlay Toys' choosing.

III. Payments from Sale of Items:

1. Consignor will receive 50% of the List Price of each item sold, minus applicable fees. Payments will be made by check or store credit (also known as *RePlay Dollars*)
2. Payment of the sale's proceeds less commissions and fees will be made within 1 week following completion of the Consignment Window, as defined herein. Payments will be available for pick up during regular business hours at RePlay Toys.
3. Checks will only be valid for 60 days after being issued. After those 60 days, funds will become store credit.

IV. Termination of Agreement

RePlay Toys has the right to terminate this agreement at any time. Termination can occur for one of the following reasons:

1. Store Termination: At any time, RePlay Toys may elect to terminate this agreement. If such termination occurs, unsold items are returned to the consignor and a check will be issued for any owed payment from sold items. Consignor will be notified and is to claim unsold items prior to close of business during the following business day.
2. Agreement Violation: If this agreement is broken by the consignor, the following measures will be taken:
 - A. Assessment of a \$20.00 Early Termination Fee;
 - B. Forfeit of all payments from sold items;
 - C. Return of unsold items to the consignor, after all fees are paid. Unsold items must be claimed prior to the close of business on the day following violation of agreement. Unclaimed items will become property of RePlay Toys at that time.

This agreement constitutes the entire understanding of the parties signing it. It cannot be changed without written notification by RePlay Toys, LLC. This contract is governed by and shall be interpreted under the laws of the state of Pennsylvania.

I have read the terms above and agree to them this ___ day of _____, 20__.

Signature of Consignor: _____

Name: _____
(please print)

Address: _____

Home /Cell Phone: _____

Email: _____

RePlay Toys Use Only

As a representative of RePlay Toys, LLC, I affirm that this contract has been received and is held in good faith for at least the duration of the agreement.

_____ Date

Previous Consignment Information:

Other Consignor Number(s) _____ Date Consignment Fee Paid _____