

## RePlay Toys, LLC Costume Consignment Agreement: Halloween 2011

RePlay Toys, LLC (RePlay Toys) enters into a consignment agreement with \_\_\_\_\_ (please print). This agreement is separate from other consignment agreements made with RePlay Toys as it is seasonal in nature. RePlay Toys accepts the Halloween Costumes and Accessories listed on the Intake Form attached to this contract for consignment. If, during the duration of this contract, additional Halloween Costumes or Accessories are consigned, additional Intake Forms can be attached to this contract. Consignee warrants to RePlay Toys that Consignee has full title to all the items consigned. Consignee 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 costumes 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.

### II. Acceptance of Items for Consignment:

1. No item shall be accepted without signed current agreement and completed intake form;
2. RePlay Toys reserves the right to refuse any items.
3. 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.

4. 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. At the time of acceptance of item(s), RePlay Toys shall define all fees associated with the preparation and listing of item(s). Fees are defined as a cleaning fee: as needed, generally ranging from \$0.50 to \$5.00.

C. 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.

D. RePlay Toys reserves the right to offer coupons to its customers. Coupons used will be applied to the "List Price" for items.

5. 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. Costumes may be deemed unacceptable for one or more of the following reasons:

a. Condition: Costumes that are ripped, torn, stained, soiled, has missing or broken buttons or zippers or is deemed in a general state of disrepair.

b. Accessories must be in good repair and in working order.

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6. RePlay Toys will review all costumes before close of business the day following the consignment appointment. The consignor is expected to retrieve all unacceptable items during the following business day.

7. The Consignment Window shall be defined as August 31<sup>st</sup> through November 5<sup>th</sup>, 2011.

8. Unsold items must be retrieved between November 8<sup>th</sup> – November 12<sup>th</sup>, 2011 during regular store hours.

**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. At that time, all funds will become store credit.

**IV. Termination of Agreement**

RePlay Toys has the right to terminate this agreement at any time 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 \_\_\_\_\_, 2011.

Signature of Consignor: \_\_\_\_\_

Name: \_\_\_\_\_ (please print)

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

Home /Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**RePlay Toys Use Only**

Previous Consignment Information:

Other Consignor Number(s) \_\_\_\_\_ Date Consignment Fee Paid \_\_\_\_\_