

# What Grows Around Comes Around

Consignor Name: \_\_\_\_\_ Consignor #: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**Select one: (reminder: all items remaining at 6:00 pm on Sunday will be donated to local charities)**

**Donate my unsold items to charity**

**Return to me my unsold items - I have left a tub with my consignor number on it**

In consideration for the opportunity to participate in and profit from **W.G.A.C.A.** consignment sale, the undersigned consignor agrees to the following:

1. Consignor agrees to hold harmless and make no claim against the members of What Grows Around Comes Around, the lessors or owners of the space where the sale is held, any volunteer or paid participants in the sale, or the insurers of **W.G.A.C.A.** for the damage, theft or loss of any items consigned to **W.G.A.C.A.**. **W.G.A.C.A.** does not anticipate any thefts, damage, or loss but occasionally these events may occur.
2. Consignor agrees to waive any and all claims for personal injury resulting from participation in **W.G.A.C.A.** consignment sale from whatever cause either foreseen or unforeseen. **W.G.A.C.A.** the lessors or owners of the space where the sale is held, any volunteer or paid participants in **W.G.A.C.A.**, or the insurers of **W.G.A.C.A.**.
3. Consignor agrees that on the last day of the sale all unsold items will be sold for half of the price originally designated by the Consignor unless you wish for there not to be a markdown. You will indicate on your consignor's tag.
4. Consignor gives permission that items with no price indicated on the tag will be sold at a fair market price to be determined by **W.G.A.C.A.**. Consignor agrees to accept this pricing as final. If a price cannot be reasonably determined then the item will not be sold.
5. Consignor agrees that items with no Consignor code on the tag can be sold. Cashiers will attempt to match the tags with the correct item and credit proper consignor but it cannot be guaranteed. Items with no Consignor code and not sold will be placed in a lost and found area at the end of the sale. Any items not claimed from lost and found by the designated close of the pick-up period will become property of **W.G.A.C.A.** to be donated to charity.
6. Consignor agrees that any items not picked up at the end of the designated pick up period will become property of **W.G.A.C.A.** to be donated to charity.
7. Consignor agrees that no claims will be made against **W.G.A.C.A.** for any discrepancies involving items placed in the sale.
8. Consignor agrees to cash checks issued as proceeds from the sale within 90 days.
9. Consignor agrees that for sold items, Consignor will receive 70% and **W.G.A.C.A.** will receive 30% as a consignment fee and will be deducted from each consignor's total profits. This fee also covers costs associated with the sale. An additional \$5 fee will be deducted from your consignor's check which contributes toward advertising expenses.
10. Consignor agrees not to set up in business as a direct competitor of **W.G.A.C.A.** within a 100 mile radius of Sioux Falls, SD.
11. By signing this agreement you verify that if you are selling a car seat that is 5 years old or less.

\_\_\_\_\_  
Consignor or Consignor designated representative

\_\_\_\_\_  
Date