



Seller Number: Donate: Y or N
--

Seller Agreement
Season: _____ Year: _____

Name: _____ (let us know if address has changed)

This seller agreement is made between the above named consignor and Here We Grow Again, LLC. It is agreed as follows (initial each section):

_____ Seller agrees to allow Here We Grow Again, LLC to sell any or all items checked into the Here We Grow Again Sale. The seller is responsible for tagging each item and setting the selling price. Discount and donate options are available for the seller to mark on their items' tags.

_____ Here We Grow Again agrees to pay Seller 70% of the total sales amount for sold items. Seller understands that a \$12.00 consignor fee will be deducted from Seller's payment (this fee will be waived if seller refers two friends who consign). Payment will be mailed no later than 10 business days of the sale.

_____ Seller agrees to bring in only approved items for sale and Here We Grow Again, LLC reserves the right to pull any item off the sales floor at any time if it is deemed inappropriate or not acceptable.

_____ **If an item is put on the floor and we have to put batteries in it, we will deduct \$1.00 for each battery from seller's proceeds.**

_____ **Seller gives consent to Here We Grow Again, LLC to take possession of any items not picked up by the end of the designated pick-up period.** Items will be given to a local charity.

_____ Seller agrees to **hold harmless and make no claim** against Here We Grow Again, LLC, its agents or representatives, the lessors of the space where the sale is held, any volunteer or paid participant in the sale, or the insurer of Here We Grow Again, LLC for personal injury. SELLER EXPRESSLY ASSUMES THE RISK OF THESE EVENTS OCCURRING BY PARTICIPATING IN THE SALE.

_____ **SELLER EXPRESSLY RECOGNIZES THAT HERE WE GROW AGAIN, LLC IS NOT RESPONSIBLE FOR LOST, DAMAGED, STOLEN OR MISPLACED ITEMS AND SELLER ASSUMES THIS RISK OF LOSS.** Here We Grow Again uses reasonable care to monitor the sale and your consigned items. However, we cannot guarantee that items will not be damaged, misplaced, stolen or lost. If an item is of great value to you, please reconsider consigning that item at our sale.

_____ This agreement will remain in force for any future Here We Grow Again Kids Consignment Sale unless cancelled in writing by either party and delivered to the other party.

I certify that I have read and understand this agreement and agree to abide by its terms.

SIGNATURE OF SELLER (OR SELLER'S REPRESENTATIVE)

DATE

WV
GA