

A Playful Planet, LLC

Welcome! We are pleased you want to join in our success! A Playful Planet's goal is to be the best consignment boutique in the area for both consignors and customers. We accept only the **highest quality toys, kids' décor, and baby gear** for resale in the hope of reducing waste and keeping our planet happy. We believe customer service is essential to our success.

CONSIGNMENT AGREEMENT

This agreement is made on _____, 20____, between A Playful Planet, LLC (herein referred to as "Consignee" or "A Playful Planet") and _____ (herein referred to as "Consignor").

WHEREAS Consignor wishes to sell _____ (herein referred to as "Goods") be consigning said item(s) to A Playful Planet, LLC for sale; and

WHEREAS A Playful Planet, LLC wishes to attempt to sell the Goods through its own efforts;

THEREFORE, it is understood and the parties agree as follows:

Delivery of Goods. Consignee accepts the Goods solely on consignment by Consignor. Consignor remains owner of the Goods until the Goods are purchased and A Playful Planet is acting solely as the agent for the consignor is selling the Goods. Consignor shall be responsible for the delivery cost of all shipments of all of the Goods. All risk of loss or damage to the Goods in transit shall be borne by the Consignor.

Consignment Period. This consignment period is sixty (60) days from the date the Goods are listed for sale by Consignee.

For the first forty-six (46) days of consignment of these Goods, the Goods shall be listed by Consignee at "List Price," which is the price determined by A Playful Planet, LLC for retail sale of the Goods, exclusive of any fees. After the expiration of the first forty-six (46) days of consignment, the Goods shall be marked down an additional forty percent (40%) for an additional period of fourteen (14) days. No exceptions.

Consignor shall be notified of the consignment period dates at the time the Goods are listed for sale.

Compensation. Consignor shall receive fifty percent (50%) of the sales price of the Goods sold, minus any and all applicable fees. If consignor chooses to accept store credit as payment, consignor shall receive sixty percent (60%) of the sales price of the Goods, minus any and all applicable fees.

All consignors are subject to an annual fee of eight dollars (\$8.00) to activate their consignment account. If an account is inactive for twelve (12) months or more, an eight dollar (\$8.00) fee shall be assessed to reactivate the account.

Payments will be made by check within one (1) week of the sale of the item or the end of the consignment period, whichever is later, and will be available for pick up during regular business hours at A Playful Planet. A Playful Planet will notify consignor by their preferred method of contact when the money can be picked up. All money earned but not collected within thirty (30) days of the pick up date will be forfeited.

Condition of Goods. All Goods shall be in excellent working condition, clean, include all parts and meet A Playful Planet's Acceptable Item Policy. A Playful Planet, LLC shall have the right to refuse any Goods or item.

Goods will not be accepted for consignment without all required paperwork. Consignor agrees to check the Goods with Consumer Product Safety Commission, at www.cspc.gov. This website shall be monitored by A Playful Planet on a daily basis, and items or Goods under recall will not be accepted by Consignee. Recall is defined as "items identified as unsafe by the United States Consumer Product Safety Commission." If an item or Goods become(s) recalled after consignment or during the consignment agreement as described above, A Playful Planet will not sell the item or Goods and will return the item or Goods to the consignor.

Fees. A "repackaging fee" will be applied as needed. The "repackaging fee" includes repackaging, bagging, cleaning,, or any alteration to the appearance of the Goods in order to make the Goods more attractive for sale. The "repackaging fee" will be determined by the time, effort and expense required to prepare the Goods for sale.

There is a "handling fee" of \$0.25 per piece, \$1.00 for larger items.

If batteries need to be replaced at the time of acceptance of the Goods, a \$1.00 fee will be applied.

Return of merchandise. If the consignor chooses to have unsold Goods returned to them at the end of the consignment period, he/she has five (5) business days to retrieve them. Goods not retrieved within this deadline will become the property of A Playful Planet and may be subject to a disposal fee. If consignor chooses to not have unsold Goods returned to them, such items become the property of A Playful Planet and will eventually be disposed of or donated to a worthy cause at the discretion of A Playful Planet.

Loss of Goods. A Playful Planet takes every reasonable precaution to protect and prevent any losses. However, A Playful Planet assumes no responsibility for loss, damage or theft of any consigned items or Goods.

Warranties & Indemnification. Consignor warrants to Consignee that the Goods consigned pursuant to this Agreement are not in violation of any trademark, copyright, or other proprietary right of third parties, state or federal law or administrative regulation. Consignor hereby agrees to indemnify and hold harmless consignee from all damages, litigation, awards and costs, including but not limited to attorneys' fees, which arise out of the display or sale of the consigned Goods for any reason whatsoever.

I HAVE READ AND AGREE TO THE TERMS STATED ABOVE.

Signature: _____ **Date:** _____

Name: _____
(please print)

Address: _____

Phone #: _____ **Cell #:** _____

Email: _____

Preferred method of contact: _____

A Playful Planet, LLC
Horsham Road Center
1116 Horsham Road
Prospectville, PA 19002
(215) 583-3494
info@aplayfulplanet.com

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