

BRSM Overstock Consignment Agreement
Please PRINT, READ, SIGN, and RETURN BY EMAIL

In consideration for the opportunity to participate in and profit from the

Baton Rouge Smock Market, LLC (BRSM) the undersigned Overstock Seller agrees to the following:

1. Seller agrees to hold harmless and make no claim against BRSM and any volunteer or paid participants/staff in the BRSM Consignment Sale for the damage, theft, loss, or misplacement of any items consigned to BRSM. BRSM does not anticipate any damage, theft, loss, or misplacement of merchandise and takes every precaution to prevent them.

2. Seller agrees to waive any and all claims for personal injury resulting from participation in BRSM from whatever cause either foreseen or unforeseen against BRSM, and any volunteer or paid participants/staff in the BRSM Consignment Sale.

1. Seller will receive 70% of the sales price on items that sell. Checks will be mailed within 2 weeks from the close of the sale.

2. Seller agrees to arrange for items to be sent to and from the sale. This includes cost of shipping if needed.

3.. All goods left in the possession of BRSM Consignment Sale are at the sole risk of the Seller. Seller agrees that it shall assume and bear all risks regarding consigned goods, and will hold BRSM exempt from any and all liability. Should items be lost, stolen, damaged, or misplaced BRSM will compensate the Seller accordingly for the items.

4. BRSM Consignment Sale reserves the right to remove any items from the sale that do not meet their standards. Such as items due to wear, poor condition, stains, outdated or inappropriateness, etc.

5.. Seller agrees that no claims will be made against BRSM for any discrepancies involving items placed in the sale.

6. Seller agrees that items brought in without the proper BRSM Consignment Sale Tags will not be sold.

7. Seller agrees that in order to participate in BRSM Consignment Sale, Seller must register and enter tag information and print tags from the automated, on-line system through our website at www.brsmockmarket.com No hand printed or edited tags will be accepted.

1. Seller understands and agrees to print all tags on cardstock paper (white only).

2. Seller affirms that to the best of his/her knowledge all items consigned are in compliance with CPSC product safety and recall codes. (www.cpsc.gov)

3. Seller agrees to enter and print tags no later than the Sunday before the sale.

X _____

SIGN

PRINT NAME

DATE

SELLER/CONSIGNOR #

Each Seller agrees to this and must sign the Overstock Agreement Form when they choose to sell their items at the BRSM Consignment Sale. If the form is not signed, it is assumed that the Seller agrees to the form when they leave their items with BRSM Consignment Sale for the purpose of sale. Electronic/online acceptance of this agreement by the Seller is considered the same as original signature.