

## RePlay Toys, LLC New In Box Consignment Agreement, 2015

RePlay Toys, LLC (RePlay Toys) enters into a consignment agreement with \_\_\_\_\_ (Consignor). This agreement is held for one calendar year from the date of signing. RePlay Toys accepts the items listed on the *New In Box Inventory Intake Form* attached to this contract for consignment. If, during the duration of this contract, additional items are consigned, additional Inventory Intake Forms can be attached to this contract. By signing this agreement, Consignor warrants to RePlay Toys that Consignor has full title to all the items consigned. Consignor also warrants that all information regarding the items consigned is true and correct to the best of his or her knowledge.

### 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. By signing this agreement, the consignor acknowledges 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.
4. All consignors are subject to an annual fee of \$10 to activate their consignment account. If an account has been inactive for 12 months, a \$10 fee will be assessed to reactivate the account. If the consignor has an active account of another type, this fee is waived.

### II. Acceptance of Items for Consignment:

1. No item shall be accepted without signed agreement.
2. At each consignment appointment, a completed Inventory Intake form is required. Items will not be accepted without all required paperwork.
3. RePlay Toys reserves the right to refuse any items.
4. All items accepted must comply with the RePlay Toys Acceptable Item Policy.
5. 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 Toy 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.
6. 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. 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.
  - C. RePlay Toys reserves the right to offer coupons to its customers. Coupons used will be applied to the "List Price" for items.
7. At the time of acceptance of item(s), RePlay Toys shall define all fees associated with the preparation and listing of item(s).
8. All items not accepted for consignment will be defined in as either Purchase or Unacceptable
  - A. Purchase: RePlay Toys reserves the right to purchase item(s) from the Consignor whose fees would exceed any profits from their sale.
  - B. Unacceptable: Consignor will be notified of any items not accepted by RePlay Toys for consignment or purchase.
  - C. Upon notification that items are not acceptable, these items must be picked-up by the end of the following business day. Any items not picked-up will be donated to RePlay Toys at that time.
9. The New In Box Consignment Window shall begin on November 6<sup>th</sup>, 2015 and conclude on January 12<sup>th</sup>, 2016
  - A. This period shall be broken into 2 phases:
    1. Phase 1: the initial 6 weeks - items will be listed for the full "List Price" (11/6/15 – 12/20/15)
    2. Phase 2: the final week - the "List Price" will be reduced by 50% (12/21/15 – 1/12/16)
      - a. Please note that RePlay Toys will be closed from December 25<sup>th</sup>, 2015
  - B. By signing this agreement, the consignor acknowledges that the List Price for all items not sold during Phase 1 will be immediately subject to the 50% reduction. No exceptions will be made.
  - C. These dates will be in effect regardless of consignment drop-off appointment date.
10. If the item(s) are not sold during the Consignment Window, RePlay Toys shall return the items to Consignor. Consignor agrees to pay RePlay Toys all fees for services rendered in listing the item for sale, prior to such return.
11. At the conclusion of the Consignment Window, Consignor has five (5) business days to retrieve unsold items. This five day period starts on the following day from the conclusion of the Consignment Window (January 13, 2016) and ends with the close of business that following Sunday. Items not retrieved prior to this deadline may be subject to a disposal fee. The disposal fee shall be determined at that time and will be proportional to the size of the item(s).

III. Payments from Sale of Items:

1. Consignor will receive 60% of the List Price of each item sold, minus applicable fees. Payments will be made by check or "RePlay Dollars" (store credit).
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. After those 60 days, funds will become store credit.

IV. Termination of Agreement

RePlay Toys has the right to terminate this agreement at any time. Termination can occur 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 \_\_\_\_\_, 201\_\_.

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

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

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

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

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

<b>RePlay Toys Use Only</b>	
As a representative of RePlay Toys, LLC, I affirm that this contract has been received and is held in good faith for at least the duration of the agreement.	
_____	_____
	Date
Previous Consignment Information:	
Other Consignor Number(s) _____	Date Consignment Fee Paid _____