

Independent Contractor / Consignor Agreement

THIS AGREEMENT is made and entered into this ___ day of _____ between Little Blessings Dressings, LLC, hereinafter referred to as "LBD" and _____, hereafter referred to as the "Contractor."

1) The Contractor agrees to allow LBD to sell on behalf of the Contractor any or all items brought to the sales event that are accepted. **The Contractor acknowledges that LBD and its appointed representatives will have the final say as to an item's appropriateness.** The Contractor assumes all responsibility as the reseller of the items. It is understood and agreed that **LBD is not the reseller, but the facilitator of the arrangements for the sales event.** Qualifications for items can be found prior to the sale at www.littleblessingsdressings.com.

2) The Contractor agrees that it will properly tag and prepare all items for sale in accordance with the terms and conditions set forth at LBD's web site (www.littleblessingsdressings.com). The Contractor understands that it is solely responsible for the proper tagging of all items and ensuring that all sales tags are securely attached to each item. Additionally, **any article of clothing found on the sales floor with spots or stains will be immediately removed from the selling floor with no guarantee of being returned to the Contractor.** The Contractor agrees that items without a proper tag will not be sold and shall be placed in a "lost and found" area to be claimed by the Contractor at a designated pick-up time. The Contractor agrees that any items left in lost and found at the close of the pick-up time will become the property of LBD.

3) The Contractor agrees that it shall indemnify and hold LBD completely harmless for all losses or errors made on the sale tags. The Contractor shall have the exclusive right to determine and control the sales tag price for its items. If a price is not visible on the sales tag, the Contractor agrees that LBD may establish a fair market price for the item, subject to the Contractor's right to change the same prior to it being sold.

4) The Contractor shall indemnify, defend, and hold LBD completely harmless from any and all losses, claims or causes of actions, arising out of or related to any of its sales items, including, but not limited to being solely and exclusively responsible to indemnify, defend and hold harmless LBD for any personal injury or damages resulting from or caused by any of Contractor's items that are sold.

5) The Contractor understands that LBD will take all reasonable steps to ensure the security of the Contractor's items. **However, the Contractor agrees that LBD shall not be responsible for missing items resulting from, but not limited to, theft, mysterious disappearance, loss of items, fire, damage, or other "Acts of God". The Contractor assumes the risks of loss due to such events occurring by participating in the sale.**

6) **The Contractor shall be fully responsible to ensure that all items accepted by LBD have not been recalled, and the items are in safe working condition and have no broken or missing parts.** The Contractor further agrees that a fee of \$20.00 will be deducted from the Contractor's share of the sale proceeds for any items returned by a customer because it is on a recall list. Additionally, should the Contractor sell or donate an item that exceeds any applicable government standards pertaining to lead levels, the Contractor agrees it shall be responsible for all costs, fines, expenses, or legal fees incurred as a result of the same. Since the Contractor is the reseller and LBD is only a facilitator for the Contractor, it is understood and agreed that Contractor shall be solely responsible to reimburse LBD for any fines, costs, expenses, or legal fees it incurs from a sale or donation of any item of the Contractor that is in violation of any government standards.

7) The Contractor agrees that all items will be sold at 50% off the sales tag price established by the Contractor on the 1/2 Price Sale Day, unless the tag is clearly indicated with a Red Dot which shows it is not subject to a discount.

8) The Contractor agrees that if it chooses to pick-up unsold items that it will come during the designated pick-up times only. **Contractor agrees it shall not arrive early for such pick-ups.**

9) **The Contractor additionally agrees that any items not claimed during the specified pick-up time shall become the property of LBD. Any items left for any reason after 7pm will be donated. There will be no exceptions to this condition,** and it is understood that once an item is donated, LBD cannot, and will not attempt to reacquire the items.

10) The Contractor waives and releases and forever discharges LBD, its successors, assigns, including the lessor of the consignment space, their heirs representative as assigns from any and all claims or causes of actions, including but not limited to claims for damages arising out of or related to any matters covered by this Agreement and matters relating to the sale of its items.

11) LBD agrees that it shall mail to the Contractor its agreed upon percentage share of the proceeds arising from the consignment sale of any of the Contractor's items, no later than **fourteen (14) days** following the close of the sale. The standard Contractor share of the proceeds from the sale of any item is **sixty percent (60%) but** may be as high as **eighty percent (80%)** if the Contractor elects the "Working Consignor" sales option. A Working Consignor will be paid a higher percentage of the sales proceeds, but must assist with the sale of its items, and participate in the overall sales process, display, and procedures. The exact details pertaining to the number of hours of assistance required to receive a higher percentage distribution of the sale proceeds will be listed at *littleblessingsdressings.com* for the sale in question. **The Contractor agrees that any questions or disputes regarding its share of the sale proceeds shall be brought to the attention of LBD no later than thirty (30) days following the last day of the sale, after which all sales and payments to Contractor shall be deemed final and not subject to any dispute or claim.**

12) A Working Consignor will also receive early shopping privileges. A Working Consignor or its designated representative must be eighteen years of older. A Working Consignor shall have full control over its own schedule, and the shifts or time frames it selects to assist with the sale and at all times shall be deemed an Independent Contractor and not an employee of LBD. However, shift priority will be given to Working Consignors based on the number of hours they commit to work. A Working Consignor's share of the proceeds received for the sale of their items will be determined by the amount of time it contributes to assist with the sale. **A Working Consignor agrees that if it is unable to work its chosen shift, or time slot, it will provide LBD with sufficient notice to cancel its shift or time slot selected.** A Working Consignor agrees that if its selected shift or time slot is not worked, it will not receive a higher commission or early shopping privileges, and it will receive the standard sixty percent (60%) commission rate. Furthermore, if proper notice is not given, or the Working Consignor does not report for its shift or time slot, it will not be eligible to receive a higher percentage of the sales proceeds by requesting other shifts or time slots. Emergency situations will be handled on a case by case basis as determined in the sole discretion of LBD.

13) The Contractor acknowledges that it has total control over all its items and the pricing assigned to them. It understands that only it can make the decision to sell an item at a reduced price, in its sole discretion. If the contractor chooses to be paid as a Working Consignor, it understands it is doing so solely to increase the sales percentage it will be paid for its items. A Working Consignor at all times shall be in sole control of the hours and schedule it decides to select. A Working Consignor represents that if it chooses to assist with the sale of its items and the sales process and procedures, that it possesses the necessary skill to do so, without supervision, direction, or control from LBD, whose assistance will be provided only if requested and needed. A Working Consignor agrees that the right to shop early has no material or measurable value, other than to enable it to purchase additional inventory in advance of others for its possible use by it at other consignment sales.

14) A Working Consignor understands that if it receives sales proceed of six hundred dollars (\$600.00) or more it will be required to complete an **IRS Form W-9** and provide LBD with its Social Security number or Taxpayer Identification Number so that LBD can send it an **IRS Form 1099 as an Independent Contractor** in accordance with IRS guidelines.

I certify that I have read and understand this agreement consisting of two (2) pages, and I agree to its terms.

Signature of Contractor

Date

Printed Name of Contractor

Contractor #

Contractor's Address & Phone Number:

LITTLE BLESSINGS DRESSINGS, LLC, (by Faith Walker, Owner)

Date

Date