



CONSIGNOR AGREEMENT

Thrifty Tots Market - temporary pop-up children's consignment event

Template agreement for consignors; review with local counsel before first live event.

This Agreement governs the relationship between the consignor ("Consignor") and Thrifty Tots Market ("TTM") for items submitted for sale. It is designed to allocate pricing, payment, safety, pickup, service levels, and risk-of-loss responsibilities clearly, including shrink, theft, loss, tag separation, breakage, and customer handling risk.

1. Parties and Event Information

Consignor name	
Consignor number	
Event name / city / dates	Johnstown, PA September 22-27, 2026
Email / phone	jesse@thriftytotsmarket.com

Effective date: _____ State / county for venue and governing-law placeholder: Pennsylvania

2. Appointment; Ownership; Condition of Items

- Consignor appoints TTM as a limited sales agent to display and sell approved items during the event.
- Consignor represents that all items are owned by Consignor or lawfully under Consignor's control and may be sold free of any liens, claims, or competing ownership interests.
- Consignor is solely responsible for item accuracy, authenticity, completeness, category selection, tagging, and the truth of any age, brand, size, manufacture-date, or condition statements attached to an item.
- All items must be clean, odor-free, complete, and in good working order unless clearly disclosed and accepted by TTM.
- TTM is not a Goodwill-style drop-off site or donation center for inventory that is unlikely to sell. Consignors should not submit goods that are dirty, stained, torn, broken, incomplete, excessively worn, unsafe, or otherwise unlikely to meet TTM's quality standards.

- TTM may refuse, remove, reclassify, quarantine, or decline any item at any time for safety, quality, compliance, presentation, customer-service, operational, space, or sell-through reasons, including because an item is dirty, stained, torn, damaged, incomplete, outdated, or not suitable for the event.
- Approximately 75% of submitted inventory must be children's clothing. No more than approximately 25% may consist of other approved items.
- Each consignor must submit a minimum of 25 total items per event.

3. Safety, Recalls, and Prohibited / Restricted Items

Consignor is responsible for checking all items against current recall information and for ensuring that no item submitted is recalled, banned, unlawful to resell, or otherwise unsafe for its intended use.

Items that require a separate attestation or checklist - such as strollers, cribs, bassinets, high chairs, infant sleep products, swings, rockers, or other high-risk categories designated by TTM - are not eligible for sale unless the required form is completed and the item passes intake review.

TTM may maintain a prohibited-items list and may update it from time to time. Submission of an item does not guarantee acceptance, and intake screening is not a certification that an item is safe.

Prohibited Items; Safety-Based Exclusions

In addition to any other category TTM may reject in its discretion, the following items are not accepted for sale and may not be submitted for consignment:

- car seats, booster seats, and car seat bases
- any recalled item, banned item, or item unlawful to resell
- drop-side cribs
- crib bumpers, mesh bumpers, wedges, sleep positioners, inclined sleepers, in-bed sleepers, loungers, Boppy loungers, Rock and Plays, and similar infant sleep products not expressly approved by TTM
- mattresses other than crib mattresses
- formula, food, medicine, vitamins, and similar consumable products
- used nipples, used pacifiers, electric breast pumps, used breast pump tubing, and heavily worn feeding items or utensils
- dirty, stained, smoky, moldy, heavily worn, broken, cracked, rusted, damaged, or unsanitary items
- items missing essential parts, hardware, straps, buckles, harnesses, cords, covers, manuals when required for safe use, batteries needed for operation, or other components necessary for safe and ordinary use
- non-working items or items whose operation cannot be verified

- vintage items, porcelain dolls, handmade or painted items, or other items TTM believes may create safety, compliance, authenticity, or sell-through concerns
- low-value or poor-sell-through items including basic stuffed animals, beanie-style plush, Happy Meal toys, dollar-store toys, party supplies, and similar giveaway or novelty items
- adult books, parenting books, cookbooks, and other non-children’s media or goods not approved by TTM
- any item TTM determines, in its sole discretion, is unsafe, outdated, out of season, not event-appropriate, not in sellable condition, or otherwise unsuitable for the event

TTM may reject, remove, quarantine, or pull any prohibited or questionable item at any time, including after intake, if TTM later determines the item is unsafe, incomplete, recalled, mislabeled, damaged, or otherwise not appropriate for sale. Your current agreement already says consignors must ensure no submitted item is recalled, banned, unlawful to resell, or otherwise unsafe, and that TTM may maintain and update a prohibited-items list.

Consignor agrees to indemnify and hold harmless TTM and its owners, staff, volunteers, venue partners, and contractors from claims arising out of an item's unsafe condition, recall status, labeling defects, missing parts, inaccurate description, or noncompliance with law.

4. Pricing, Discounts, Fees, Volunteer Program, and Settlement

Minimum pricing	Minimum pricing is \$2.00 per item and must be set in \$0.50 increments.
Below-minimum items	Items priced below \$2.00 must be grouped or banded together to meet the \$2.00 minimum threshold.
Standard consignment split	60% to Consignor / 40% to TTM when the consignor delivers clothing to the event hung and tagged appropriately under TTM's standard intake requirements.
Consignor fee	\$5.00 non-refundable consignor fee for each event.
Volunteer availability	TTM accepts a limited number of volunteers for each event.
Volunteer commitment	16 hours total: 4 hours Thursday, 4 hours Friday, 4 hours Saturday, and 4 hours Sunday of the event weekend.
Volunteer benefit	Upon full completion of the required volunteer

	hours, the clothing split increases by 10% for the consignor.
Markdown schedule	Saturday may include event-wide markdowns of 50%, and Sunday may include event-wide markdowns of 75%, subject to the published sale schedule for the event.

Volunteer benefits apply only if the full volunteer commitment is completed unless TTM approves an alternate arrangement in writing.

All clothing remaining on the racks on Saturday morning will be discounted during the published Saturday discount window of 10AM to 4PM. If a consignor does not want remaining clothing discounted on Saturday, that consignor must pick up those items on Friday night during the published pre-discount pickup window of 6:30PM to 7:00PM. No item-by-item discount selections will occur on Saturday. For convenience and clarity, all remaining clothing on the racks during that Saturday window will be discounted the same way. Any further Sunday discounting will also be applied on an event-wide basis according to the published markdown schedule.

Missing tags / separated sets. TTM may pull unidentifiable items, combine separated pieces when possible, or price an item based on available identifying information. TTM is not responsible for loss caused by tag removal, tag damage, detached accessories, or separated multi-piece sets during the event.

5. Risk Allocation for Shrink, Theft, Loss, Damage, and Breakage

Core allocation: Consignor assumes the ordinary risk of shrink, theft, mysterious disappearance, customer handling, tag loss, breakage, misplacement, separation of paired items, damage by try-on or inspection, and casualty loss while items are at the event, in temporary storage, in transit connected to the event, or awaiting pickup, except to the extent directly caused by TTM's gross negligence or willful misconduct.

- TTM is a temporary public event environment. Items may be handled by customers, moved by staff or volunteers, and sorted rapidly at closeout. Consignor acknowledges these operational realities.
- TTM does not insure each item individually unless this Agreement or a separate written rider expressly says otherwise.
- If TTM elects, in its sole discretion, to offer any goodwill credit for a proven, documented processing error, any such credit may be capped at the consignor's net expected proceeds for the item rather than full retail or replacement value.

- Consignor should not consign items that are uniquely sentimental, irreplaceable, fragile, or unusually high-value unless Consignor is willing to bear this risk.

6. Unsold Items; Pickup; Donation; Abandonment

Consignor must retrieve unsold items during the published pickup window unless a specific service level states otherwise. TTM is not required to store items after pickup closes.

Any item designated as donated may be donated immediately after the event if unsold.

ANY ITEM NOT PICKED UP BY THE END OF THE FINAL DAY PICKUP WINDOW IS DEEMED ABANDONED. UPON ABANDONMENT, ALL OWNERSHIP, POSSESSION, CONTROL, AND DISPOSAL RIGHTS IN AND TO THE ITEM TRANSFER TO TTM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. TTM MAY THEN DONATE, DISCOUNT, LIQUIDATE, DISCARD, OR OTHERWISE DISPOSE OF THE ITEM WITHOUT NOTICE, ACCOUNTING, OR COMPENSATION TO CONSIGNOR.

If Consignor authorizes a third party to pick up items, TTM may release items to that person using reasonable verification procedures, and Consignor assumes the risk of loss or discrepancy associated with that release.

7. Early Drop-Off / Full-Service Service Level

TTM may offer an optional early drop-off or full-service intake program for consignors who prefer flexibility and convenience over maximum earnings and schedule structure. This service level is separate from the standard consignor workflow.

- All items submitted under an early drop-off service level must be on hangers at drop-off unless the selected service tier expressly states otherwise.
- The standard early drop-off split is 60% to TTM / 40% to Consignor. That different split reflects storage expenses, transportation to and from the event, intake labor, and general liability exposure beginning at the time TTM takes possession of the items.
- Items submitted under the early drop-off service level are entered for one designated event only.
- Any item not sold during that event and not picked up by the end of the final day pickup window is deemed abandoned, and all ownership and disposal rights transfer to TTM to the fullest extent permitted by applicable law.
- TTM has complete operational discretion to determine whether an item is saleable, to set or revise pricing, to decide markdown participation, and to donate, recycle, discard, or otherwise dispose of non-sellable or abandoned items.

- Consignor may receive portal access, but items processed under the early drop-off service level may not be eligible for price modifications once intake processing is complete.
- TTM may publish or apply preparation tiers, including ready-to-go at event intake, event drop-off not tagged, early drop-off hung and tagged, early drop-off hung but not tagged, and early drop-off unprepared. More labor performed by TTM may result in a lower consignor share under the published service-level schedule.

8. Returns, Chargebacks, and Sale Adjustments

TTM may accept returns, cancel sales, or pull sold items if an item is later found unsafe, materially misdescribed, incomplete, counterfeit, recalled, or otherwise unsuitable for sale.

Returned or reversed transactions may be charged back against Consignor's settlement, including card chargebacks, fraud reversals, tax or processing corrections, and customer refunds authorized under TTM policy.

TTM may offset amounts owed by Consignor against sale proceeds.

9. Release; Waiver; Indemnity; Limitation of Liability

To the fullest extent permitted by law, Consignor releases and agrees not to assert claims against TTM, its owners, members, managers, employees, volunteers, venue hosts, landlords, contractors, and insurers for ordinary loss of or damage to consigned property arising from theft, shrink, misplacement, tag loss, breakage, fire, flood, water intrusion, weather event, or other event risks inherent in a temporary public sale environment.

Consignor agrees to defend, indemnify, and hold harmless the foregoing parties from claims, fines, recalls, penalties, injuries, or losses arising from Consignor's items, statements, omissions, noncompliance with safety requirements, or breach of this Agreement.

Nothing in this Agreement is intended to waive liability for matters that cannot legally be waived under applicable law. Any limitation of liability hereunder will be enforced only to the extent permitted by governing law.

10. Communications, Images, and Administrative Terms

TTM may send operational communications regarding registration, drop-off, pickup, settlement, safety alerts, and event updates using the email address or phone number on file.

Unless Consignor opts out in writing before the event, TTM may use photographs or video taken at the event that incidentally include Consignor for promotional or documentary purposes, without compensation.

No oral statement by staff or volunteers changes this Agreement unless confirmed in writing by TTM.

11. Governing Law; Venue; Entire Agreement

This Agreement is governed by the laws of the state listed above, without regard to conflict-of-laws rules, except where mandatory consumer or state laws require otherwise.

Exclusive venue for disputes shall be the state or federal courts located in the county and state listed above, unless applicable law requires a different forum.

If any provision is found unenforceable, the remaining provisions remain in effect to the fullest extent allowed. This Agreement, together with TTM's published policies, service-level schedules, and required safety forms, constitutes the entire agreement regarding consignment for the event.

Consignor Initials - Required Acknowledgments

_____ I have checked my items for recall status and understand that intake screening is not a safety certification by TTM.

_____ I understand TTM may reject or pull items at any time and may reclassify categories for safety or operational reasons.

_____ I understand I bear the ordinary risk of shrink, theft, tag loss, breakage, and misplacement except as limited in this Agreement.

_____ I understand all clothing remaining on the racks on Saturday morning will be discounted during the published Saturday and Sunday windows unless I pick those items up during the Friday night pre-discount pickup window.

_____ I understand there are no item-by-item discount selections for Saturday or Sunday event-wide markdowns.

_____ I understand unsold items not picked up by the end of the final day pickup window are deemed abandoned and ownership/disposal rights transfer to TTM to the fullest extent permitted by law.

_____ I understand returns, reversals, or sale corrections may be charged back against my proceeds.

_____ I understand the standard consignment split is 60% to me / 40% to TTM only when I deliver qualifying clothing to the event hung and tagged appropriately under TTM's standard intake rules.

_____ I understand the early drop-off / full-service split is 60% to TTM / 40% to me because TTM incurs storage, transportation, processing, and liability exposure beginning at turnover.

_____ I have read and agree to this Consignor Agreement.

Consignor signature _____ Date

Printed name _____ Consignor number

Email address _____ Phone

Authorized TTM representative (optional) _____ Date

Contact: signup@thriftytotsmarket.com