

# CONSIGNOR AGREEMENT

Agreement made effective as of 7/12/2018 by and between Kidz Shoppe, LLC. of  
PO Box 33, Bennington, NE 68007-033, subsequently referred to as Kidz Shoppe and Sample Consignor of  
1234 Test Street Omaha, NE 68144 subsequently referred to as consignor.

## RECITALS

The parties recite and declare:

- A. Kidz Shoppe conducts a consignment business which sells adult clothing and home goods at a sale called "Hiz & Herz" located at 14706 Giles Road in Omaha, Nebraska.
- B. Consignor desires to arrange for the sale and distribution of their merchandise at this sale.
- C. Kidz Shoppe/Hiz & Herz has agreed to undertake the marketing of consignee's merchandise on the terms set forth in this agreement.

In consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

## SECTION ONE: MERCHANDISE

- A. Consignor agrees to the quality requirements set forth on the Hiz & Herz website.
- B. No Consigned items are on a recall list and Consignor takes responsibility for checking for recalls on their items.
- C. Kidz Shoppe/Hiz & Herz shall not be responsible for any loss of or damage to merchandise while it is under their control.
- D. Kidz Shoppe/Hiz & Herz shall in no event be responsible for negligence of consignor.

## SECTION TWO: SALE OF MERCHANDISE

- A. Kidz Shoppe/Hiz & Herz shall devote their best efforts to the sale and distribution of Consignee's merchandise at the sale referred to above.
- B. Kidz Shoppe/Hiz & Herz shall not be responsible for unsold items due to missing or stolen tags.
- C. All sale prices shall be fixed by Consignor at time of drop off and will be reviewed and approved by Kidz Shoppe/Hiz & Herz during the drop off process.
- D. Consignor understands that it is their responsibility to complete each item's tag completely and properly. Consignor agrees that any item found WITHOUT A CONSIGNOR NUMBER or an INVALID CONSIGNOR NUMBER will be sold at Kidz Shoppe/Hiz & Herz discretion and that consignor WILL NOT RECEIVE CREDIT for the sale of these items.
- E. Kidz Shoppe/Hiz & Herz shall not sell Consignor's merchandise at less than the authorized prices which will be specified on item tags.
- F. Consignor agrees that items found with no price indicated on the item tag will be sold at fair market price to be determined by the Kidz Shoppe/Hiz & Herz staff. Consignor agrees to accept this pricing as final. If a price cannot be reasonably determined then the item will not be sold.
- G. Consignor agrees that on the last day of the sale, all unsold items will be sold for one-half of the price originally designated by the seller unless an "ND" visibly appears in the lower right hand corner of item tag.
- H. Consignor agrees that the ITEMS NOT PICKED UP by the end of the designated pick-up period will become the property of Kidz Shoppe/Hiz & Herz and will be donated or otherwise disposed of at Kidz Shoppe/Hiz & Herz discretion.
- I. Consignor agrees that any items found WITHOUT A CARD during the sale will be placed in the Lost and Found. Consignors may look through these items at pick-up for identification. Any items not identified during that time will be donated after the pick-up period is over.
- J. Consignor agrees that no claims will be made against Kidz Shoppe, Inc. for any discrepancies involving items placed in the Hiz & Herz sale.

## SECTION THREE: COMPENSATION

- A. As soon as practical after the sale, Kidz Shoppe/Hiz & Herz shall remit to consignee net sales in accordance with the percentage set forth on the website.

## SECTION FOUR: MANAGEMENT OF BUSINESS

- A. Kidz Shoppe/Hiz & Herz shall have entire charge of the management and operation of their business; they shall furnish all equipment and vehicles, and coordinate and manage all volunteers and assistants required for the operation of their business.
- B. Consignor reserves no supervision or control over Kidz Shoppe/Hiz & Herz in the facilities, volunteers, and methods to be used and employed by Kidz Shoppe in carrying out the purposes of this agreement.

## SECTION FIVE: TITLE TO MERCHANDISE

Consigned merchandise shall remain the property of consignor until sold in the regular course of business.

## SECTION SIX: GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

## SECTION SEVEN: ATTORNEY FEES

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

## SECTION EIGHT: EFFECT OF PARTIAL INVALIDITY

The invalidity of any part of this agreement will not and shall not be deemed to affect the validity of any other part. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

## SECTION NINE: ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. Agreement will renew and remain in full force for all sales conducted by Kidz Shoppe/Hiz & Herz in the Omaha metropolitan area and can be cancelled in writing by either parties with a 30 day notice.