

**BACK ON THE RACK, LLC**  
**CONSIGNOR / SELLER AGREEMENT & RELEASE**

This Agreement is made between Back on the Rack, LLC ("Back on the Rack") and you ("Seller" or "Consignor").

In consideration for the opportunity to participate in and profit from the Back on the Rack consignment sale ("sale"), Seller has read, understands and agrees to the following terms and conditions:

1. **Seller agrees to allow Back on the Rack to act on your behalf, in order to sell items you deliver to the consignment sale ("items") both in-person and online.**
2. **There is a \$15 Seller Fee to participate in each Back on the Rack sale. Unless otherwise indicated by a promotion at time of registration, this fee is paid by Seller as \$7.50 during online registration in MyCM and \$7.50 deducted from seller proceeds at end of sale** and is non-refundable and non-transferrable. Any future reduced Seller Fee promotions are not available to Sellers already registered for current sale.
3. **Seller agrees they will retain 60% ("seller proceeds") of the sales price of all items that sell, less applicable consignment sale service fees and Seller Fee**, unless otherwise stated in promotions, Crew member commitments, Concierge Tagging Service Agreement, SWANK Tagging Service Agreement or at Back on the Rack's discretion.
  - a. **Seller further agrees remaining 40% of the sales price of all items that sell will be retained by Back on the Rack as Seller payment for consignment sale services provided in advance and in good faith by Back on the Rack, including, but not limited to access to shoppers, venue use, retail services and marketing services ("consignment sale service fees").**
  - b. **Seller understands estimated seller proceeds provided online, during the sale, will not match actual seller proceeds received.** The estimate shown is at a standard seller proceeds of 60% and does not adjust for fees.
  - c. Sellers participating in Concierge Tagging Service or SWANK Tagging Service understand they will retain a lower seller proceeds percentage, as additional consignment sale service fees apply to those services, as described in the Concierge Tagging Service Agreement ([www.BackOnTheRackRoanoke.com/conciergeterms](http://www.BackOnTheRackRoanoke.com/conciergeterms)).
4. Seller understands Back on the Rack communicates important sale information, including dates, updates, changes and reminders through multiple channels, including, but not limited to, individual email, bulk email service, Facebook Seller Group (request to join at [www.Facebook.com/groups/BOTRSavvyMomsClub](http://www.Facebook.com/groups/BOTRSavvyMomsClub)), individual text message and bulk text message service. **It is Seller's responsibility to seek out this information, by checking each of these forms of communication on a regular basis.** Back on the Rack is not responsible for message delivery failures, information not received by Sellers who fail to check all channels for communications, choose not to participate, or specifically opt out of a communication channel, or did not receive, or did not read sale communications for any reason.
5. **Seller is solely responsible for quality, condition and fitness of all items they offer for sale. Items delivered to Back on the Rack must meet our Accepted Items List & Guidelines (as detailed on [www.BackOnTheRackRoanoke.com](http://www.BackOnTheRackRoanoke.com)), be properly-prepared and may be inspected before, during, and/or after being placed on salesfloor.**
  - a. Items not meeting Back on the Rack's requirements and/or considered unsellable for any reason, will not be returned to Seller and will be donated to charity ("donated") or disposed of, without further notice to Seller. **A Handling Fee of \$0.20 per item will be deducted from seller proceeds for improperly prepared, below quality, below minimum price, and unaccepted items.** They will be removed from salesfloor and may return to the salesfloor on a 50% off discount day, at Back on the Rack's discretion, without additional notice to Seller.
  - b. Sellers who continually improperly prepare their items, require additional services and fees, or have excessive donated items, may become ineligible to participate in future Back on the Rack sales.
6. Seller is solely responsible for items compliance with guidelines and requirements of the Consumer Product Safety Commission, and/or applicable industry standards. **Seller will check items for recalls at [www.cpsc.gov](http://www.cpsc.gov)** and should dispose of recalled items. Back on the Rack will not inspect items for damage, defect, wear and tear, recalls or compliance with those guidelines, requirements and standards.
7. **Seller agrees to create a specific product tag for each item using [www.myconsignmentmanager.com/backontherackroanoke](http://www.myconsignmentmanager.com/backontherackroanoke) ("MyCM software"), and securely fasten a tag to each item. Tag format and requirements may vary, dependent upon announced sale format.**
  - a. Seller will accurately and completely fill out each tag, so it can be properly searched for if tag is removed, damaged or becomes otherwise separated from item.
  - b. Items presented for purchase without a tag will not be sold. Back on the Rack will make a reasonable effort to match these items with their tags. At end of sale, items unable to be matched will be donated.
  - c. If Seller checks "Discount" box while creating tag, Seller agrees item will be offered for sale for at least 25% off original tag price. Discount percentages and promotions are at Back on the Rack's sole discretion.

- d. If Seller checks "Donate" box while creating tag, Seller agrees item will be donated at end of sale. Software will automatically mark an item for discount if item is marked for donation.
  - e. Seller is responsible for retagging items prepared in any previous tagging system. Items with these "legacy tags" will not be placed on the sales floor and will be donated.
8. **Seller understands that different item entry, tagging and drop-off procedures apply to Back on the Rack 2GO Virtual sales. They agree, in advance, to any terms, conditions and requirements set forth in future 2GO Virtual sale service agreements. Seller further understands Back on the Rack 2GO Virtual sales are in beta test by Back on the Rack, MyCM, consultants and online platform/app providers. Online selling provided on an "as is" basis.**
  9. **Back on the Rack reserves the right to adjust the price of any item, for any reason, without notice to seller.**
  10. Hangers from clothing items sold will not be returned to Seller.
  11. **Additional services may be provided to Seller, at Back on the Rack's sole discretion, and/or time permitting, with fees deducted from your earnings. To avoid additional fees, and/or having your items donated, properly prepare items before delivering to Back on the Rack.** Back on the Rack reserves the right to assess additional fees, for other unforeseen services provided to Seller.
  12. **Back on the Rack uses reasonable care to monitor the sale and your items.** Seller agrees to hold harmless and make no claim against Back on the Rack, Ginny Morgan, any and all Crew and/or paid participants of Back on the Rack. The above parties are released from liability for any and all claims for lost, damaged, stolen, or misplaced items. Seller acknowledges the possibility of such occurrences and is choosing to proceed in consignment sale.
  13. Seller agrees to indemnify and hold harmless, and agrees to make no claim or crossclaim, against Back on the Rack, its owners, shareholders, agents, employees and Ginny Morgan for any and all claims of personal injury and/or products liability stemming from Seller's participation in consignment sale.
  14. Seller agrees to indemnify and hold harmless Back on the Rack, its owners, shareholders, agents, employees and Ginny Morgan for any and all claims of personal injury and/or products liability brought by third-parties relating to the purchase and/or use of a sale item(s).
  15. **Back on the Rack will act with diligence to disburse seller proceeds by Deluxe eCheck (using email address Seller provided during online registration as soon as possible, following unsold item pickup, but no later than 30 days following end of sale.** Seller is responsible to ensure their own, valid email address is provided. It is the Seller's responsibility to print Deluxe eCheck on their own and handle like any other paper check, with the exception that eCheck should not be deposited by ATM. Replacement Deluxe eCheck, PayPal deposit or traditional paper check may be issued 30 days following the sale and a \$20 Reissue Fee will apply.
  16. **Seller is obligated to pick-up any unsold items not marked for donation and/or storage tubs during designated pick-up period. Unsold items and/or storage tubs remaining after this time become property of Back on the Rack and will be disposed of without further notice to Seller, and a \$20 Disposal Fee will be deducted from Seller Proceeds.** Back on the Rack will not store any items after end of the sale.
  17. Donated items benefit the local, non-profit organization(s) of Back on the Rack's choice. Donation receipts not available.
  18. Adding your wireless number to this agreement will add you to our Seller Texting service. Our seller text subscribers are our VIPs. You will receive notifications and reminders about consigning, the schedule & other updates to help you succeed as a seller with us. We will do our best not to bug you or send you messages when you're probably asleep. Required terms & conditions from our messaging provider: SMS/MMS Terms & Conditions - By participating, you consent to receive recurring autodialed SMS/MMS promotional messages (up to 10 messages per month). No purchase required. Standard message & data rates may apply. At anytime, you may text +18552139167 the message HELP for help or STOP to unsubscribe.
  19. By appearing in a public venue as a shopper, consignor or Crew member, Seller agrees Back on the Rack has permission to use their image and their minor children's images in any publicity avenue(s) of Back on the Rack's choice.
  20. **Seller understands and acknowledges ALL SALE PLANS ARE FLUID & MAY CHANGE, due to newly added sales, systems, processes and COVID-19. All timelines, offers, terms and seller requirements subject to change for any reason and without notice.**
  21. This agreement replaces any other previous agreements in effect.