

# **Monday's Child Consignment**

## **Vendor Agreement**

**Fall 2011**

This is a binding agreement between Monday's Child Consignment, LLC, a Virginia limited liability company (called "Monday's Child" in this agreement), and me (called the "Vendor" in this agreement). Monday's Child is conducting a consignment sale of children's and maternity merchandise from September 30-October 2, 2011 (called the "Sale" in this agreement).

1. The Vendor understands and agrees that:
  - a. The payment of the fee described below is due upon registration, is non-refundable and covers payment for the chosen level of involvement at the Sale.
  - b. If the sale is not completed due to "Acts of God" such as fire, earthquake, death, accidents, etc, Monday's Child will not be held accountable and will do everything possible to reschedule if appropriate. No refunds will be given for "Acts of God."
  - c. One vendor per company may occupy a booth space.
  - d. The Vendor is responsible to provide Monday's Child their logo in a .jpg or similar format.
  - e. The Vendor is responsible for providing a table and chair(s) for their booth. The table will be no larger than 6 feet. The legs of the table and chair(s) will be covered to protect the floors. The Vendor will be responsible for any damage done to the property.
  - f. Any booths that make sales will do that within the confines of the Vendor's booth and use their own accounting methods and /or credit card vendors.
  - g. Vendor agrees to keep their business within the space given at the Vendor's booth/table. Sales outside of this area will result in removal from the sale.
  - h. Payment is due at the time of the contract and holds the Vendor's spot at the sale in the level of involvement selected. Please note the selection in the designated area below and return with payment.
  - i. Information for the goody bags and door prizes need to be turned in by September 16, 2011. Mail or drop off at the address below.
2. Monday's Child reserves the right to remove the Vendor from the Vendor's space at the Sale or remove the Vendor's name from the Monday's Child website if it deems anything regarding the Vendor's business or on the Vendor's website to be unethical, unlawful, or immoral.
3. The Vendor agrees to hold harmless and make no claim against Monday's Child, the owners of Monday's Child, owner of the space where the sale is held, any volunteer or paid employee of Monday's Child, the insurer of Monday's Child, or any other vendor leasing space at the Sale for damage, theft or loss of any items belonging to the Vendor. The Vendor is fully responsible for their product and equipment while on the Sale premises.
4. The Vendor agrees to waive any and all claims for personal injury resulting from participation in the Sale from whatever cause either foreseen or unforeseen against Monday's Child, the owners of Monday's Child, owner of the space where the sale is held, any volunteer for or paid employee of Monday's Child, the insurer of Monday's Child, or any other vendor leasing space at the Sale.
5. This agreement shall be governed by the laws of the State of Virginia.
6. This agreement shall supersede any prior agreements of the parties whether oral or written and shall constitute the entire agreement of the parties.

Select the chosen level of involvement:

\_\_\_\_\_ Welcome Baby Preview Sale Vendor \$50—Friday, September 30, 6-9:30pm

\_\_\_\_\_ Sale and Half-Off Sale Vendor \$75—Saturday, October 1 and Sunday, October 2

\_\_\_\_\_ Weekend Vendor \$100—Friday, September 30 to Sunday, October 2

With each level of involvement the Vendor will be able to have a company logo with a direct link to their website, on Monday's Child Sponsor page:

<http://mondayschildconsignment.com/sponsor.html>

The Vendor will also be "liked" on Monday's Child Facebook page for fans to see. Monday's Child will work to help the Vendor promote business with the Sponsor Spotlight. This is a detailed description, provided by the Vendor that will be used as Monday's Child Facebook status for at least two days. In addition, Monday's Child will work with the Vendor in between sales by continuing to promote their business on Monday's Child page with contests and giveaways. The Vendor will be required to donate 2 gifts (preferably gift certificates) and 100 flyers for goody bags that will be handed out throughout the sale.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Website/Email Address

\_\_\_\_\_  
Signature of Advertiser/ Date

Please make payment to Monday's Child Consignment, 7324 Velvet Antler Drive Midlothian, VA 23112

Mary@mondayschildconsignment.com