

Consignor Agreement & Liability Waiver for Just Between Friends Livonia/Novi

aka/DBA. JBF Livonia/Novi, JBF L/N, JBFLN, MoMoxie & CO LLC

JBF Livonia/Novi Spring 2025 Seller Waiver

October 2-5, 2025

Livonia Athletic District

14255 Stark Rd

Livonia, MI 48154

Our JBF core values:

We treat people like friends

We figure things out

We value progress over perfection

We are better TOGETHER!

Our Mission is to help families say YES!

Please keep a copy for your records; Waiver language will be emailed to you.

[Just Between Friends Franchise Terms & Conditions](#) and [Privacy Policy](#)

As a condition of selling items in a Just Between Friends Consignment Sale, I represent, warrant and agree that the following are true and correct in all respects...

1. Pre-Paid Consignor Fees

- Pre-paid Consignor fees are **non-refundable** and **non-transferable**. Please reserve your spot only when you are certain about selling. This helps us plan for the event.

2. My Participation

- I am participating in the Just Between Friends Livonia/Novi consignment sale as a **Consignor** (Seller)
- I acknowledge that I am an independent contractor for the sale of my items.
- I grant JBF Livonia/Novi permission to use my image for promotional purposes, but I may verbally request not to be photographed at the sale. *See separate photography release for additional details.*

3. Acceptance of Items for Consignment

- Items must meet JBF quality standards: no stains, holes, broken zippers, or missing buttons on clothing, and shoes must be in excellent condition.
- I understand if I have more than **three items** pulled for quality issues, I will be **charged \$1.00 per item** beyond the first three.
- I have carefully inspected all items I am consigning and represent that:
 - I am the **legal owner** and have full authority to sell these items.
 - Each item is in **good operating condition** (reasonable wear and tear excepted) and is **not defective, broken, or damaged**.
 - Any repaired items were repaired by the **original manufacturer** or in accordance with the manufacturer's warranty.
 - Each item complies with **federal and state laws** (www.cpsc.gov).
 - No item I am consigning is subject to any **pending or threatened recall** or consumer protection action.

- I know of no reason why any of my items could cause harm or injury to others.

4. Item Pricing

- I understand that the price of each item is **controlled by the barcode tag I created**.
- A **star** on the tag indicates that the item will remain at **full price** for the duration of the sale.
- Items selected for **donation** will be given to JBF's charity partners at the end of the sale.
- **Donation items may be sold at 75% off during designated sort crew hours on Half Price Day only.** This discount is exclusively for Crew members working sort and breakdown shifts.

5. Pickup of Unsold Items and Missing Item Procedure

- I am responsible for verifying all items I pick up during the designated pickup window.
- I understand that I must **review my picked-up items** and inform a sale worker **immediately** if any items are missing, **before I leave the Pickup Session**.
 - A sale worker will assist me in returning to the sales floor to locate any missing items.
- If I cannot locate an item during the pickup session, I must immediately **fill out a research request form** before leaving the venue.
- **Commission checks** will be issued **without** missing items being researched first. If I submit a research request for a missing item, my payment will be delayed until adequate research is completed.
- JBF Livonia/Novi is **not obligated to financially compensate me** for missing items. I understand and agree that **JBF Livonia/Novi and I share the risk** that items may be unaccounted for at the end of the sale.
- I acknowledge that I must report missing items **during the pickup session**. Once the session has ended, JBF Livonia/Novi will no longer assist with unaccounted items.

6. Loss and Liability

JBF Livonia/Novi's Role & Shared Risk

- I understand that JBF Livonia/Novi acts only as a **broker or agent** for the consignor and has **no obligation** to pay for **unsold items**. **Title possession** of all items remains with the consignor.
- I understand and agree that **JBF Livonia/Novi** is not responsible for **fire, loss, theft, or damage** to my items.
- I acknowledge that JBF has implemented reasonable measures to limit theft and loss and provided me with options to secure high-value items.
- I understand that **JBF Livonia/Novi and I share the risk** that items may be unaccounted for at the end of the sale.

Banking and Payment Holds

- I acknowledge that **banks may place early or late holds** on e-checks or physical checks issued by small businesses.
- JBF Livonia/Novi **cannot control bank hold times**, and I am responsible for ensuring my payment check fully clears my account.
- I understand that **checks must be cashed or deposited within 90 days** of issuance. Failure to do so may result in a **reissue fee of \$35**

7. Commission and Payment

- I will receive **60%** of the **gross sales** of my items. If I assist as a Team Member (aka Consignor Crew), I will receive **70%** of my sales.

- Payment will be made via my selection at registration. I understand I must provide accurate payment information.
Payment will be issued within 2 weeks after the event.

8. Acknowledgment of Terms

- By registering, I confirm that I have read and understood the above terms. No modifications have been made to this agreement unless specifically agreed upon in writing.