

# **SELLER'S AGREEMENT and TERMS**

## **SPACE RENTAL AND LARGE ITEM SALE CONTRACT**

This contract is entered into on the day in which registration is completed, by the following parties: West Michigan Mom's Sale (hereinafter referred to as WMMS) through Mom-to-Mom Sales, Inc. and the below signed seller (hereinafter referred to as the Seller). The purpose of this contract is to set forth the rules, regulations, and contractual duties of each party to this contract, for participation in the West Michigan Mom's Sale on Saturday, April 1, 2017. In exchange for full and valuable consideration, the parties hereby agree as follows:

1. Each Seller who wishes to participate in the WMMS shall review and agree to this contract, prior to the start of the sale upon registration.
2. Upon signing this contract, Seller shall pay a space rental fee of \$50 / Businesses pay \$210. In exchange for this \$50 / \$210 space rental fee, Seller shall be furnished one (1) 10'x10' space to be used during the WMMS.
3. Seller is not limited on the number of 10'x10' spaces they may rent for \$50 / \$210 each.
4. Seller has the opportunity to purchase 8'x24' tables for an additional \$12 each.
5. Refunds of any money paid by the Seller under this contract will only be refundable if the Seller cancels this contract and notifies Mom-to-Mom Sales, Inc., of the cancellation more than fourteen (14) days prior to the above-mentioned sale. No refunds will be given if the Seller cancels this contract fourteen (14) days or less from the date of the WMMS. A cancellation fee of \$10 will be charged to the Seller if a cancellation refund is made.
6. Seller is only allowed to sell items that are classified as infant, toddler, child, or maternity related. The determination of whether an item meets this classification is within the sole discretion of Mom-to-Mom Sales, Inc. Sellers with any questions as to what items fit within this classification should contact Mom-to-Mom Sales, Inc. before the date of the sale. Mom-to-Mom Sales, Inc. and WMMS shall incur no liability to Seller, and Seller shall hold Mom-to-Mom Sales, Inc. and WMMS harmless for any determination that an item offered for sale by Seller does not meet the above classification.
7. Seller is not allowed to sell consumable items (e.g., beverages, food, formula, medicine, etc.), unless you are a business with prior permission from WMMS.
8. Seller is solely responsible for all their products and services sold at the WMMS. Mom-to-Mom Sales, Inc. is not to be held liable for any products or services sold by the seller at this event.
9. Seller shall not display any signs that either advertise or promote a company or service, unless they are registered as a business. Only one business is allowed per 10'x10' rental space.
10. Seller is responsible for setting the price of all Sellers items prior to the sale. Seller is also responsible for marking the price for each item prior to the sale.
11. Seller is only allowed to use their rented space(s). If the Seller elects to bring tables, a hanging rack, or shelving unit to the sale, it must be set up within the 10'x10' space rented to the Seller.
12. Except for items placed in the Large Item Sale Area, pursuant to Paragraph 21, below, Seller is solely responsible for the sale of all items and the collection of all money collected.
13. Set up for the above-mentioned WMMS will be on the Friday prior to the event. Seller may arrive anytime between 10:30 a.m. and 6:30 p.m. to begin setup. Sellers will need to exit the building by 7:00 p.m. Pursuant to Paragraph 16, below, Mom-to-Mom Sales, Inc. is not responsible for any of Seller's items or monies that are lost, stolen, misplaced, or broken.
14. Final setup for the above-mentioned WMMS will begin promptly at 6:00 a.m. on the morning of the sale. Seller must arrive no later than 8:00 a.m. Mom-to-Mom Sales, Inc. reserves the right to cancel the space rental contract for any Seller who is not present by 8:00 a.m. on the morning of the sale.
15. After Seller has set up their rental space, Seller is allowed to pre-shop the sale Saturday morning from 7:00 a.m. until 9:00 a.m. If the Seller elects to pre-shop the sale, Seller is solely responsible for the supervision of the Seller's space, table(s), and rack(s). Pre-shopping will not be allowed Friday before the sale. Pre-shopping in the Large Item Sale Area begins at 8:00 a.m. Saturday morning.

16. Mom-to-Mom Sales, Inc. is not responsible for any of Seller's items or monies that are lost, stolen, misplaced, or broken. Mom-to-Mom Sales, Inc. strongly encourages the Seller to ensure that somebody is watching the Seller's items and money at all times.
17. If Seller brings children to the sale, Seller is solely responsible for the Seller's own childcare and for supervising the children brought to the sale by Seller. Safety must be a priority.
18. At the time of setup, each Seller, along with any person assisting the Seller, will be provided a wristband by Mom-to-Mom Sales, Inc. This wristband shall be worn by Seller, and any person assisting Seller, during the entire duration of the sale. **Two (2) wristbands will be provided** for each 10'x10' rental space. Children do not need a wristband.
19. Seller is not allowed to pack up his/her space, table, or rack, until the end of the sale, at 1:00 p.m.
20. Seller is solely responsible for removing everything from the Seller's space at the end of the sale.
21. **LARGE ITEM SALE AREA:** If a Seller wishes to bring an item that will not fit within the Seller's space because of its size, the Seller may elect to place that item in the Large Item Sale Area on the day of the sale. Any Seller who elects to place items in the Large Item Sale Area agree as follows:
  - a. All large items must be checked into the Large Item Sale Area before 8:00 a.m. Saturday.
  - b. WMMS volunteers will furnish a receipt for each item placed in the Large Item Sale Area.
  - c. Seller is responsible for marking the price on the large item before placing in the large item area.
  - d. In exchange for providing the Large Item Sale Area, Mom-to-Mom Sales, Inc., requires a fee be paid by the Seller pursuant to the following fee schedule:
    - Items priced \$1 or more, but less than \$11: Mom-to-Mom Sales, Inc., will receive fee of \$1.
    - Items priced \$11 or more, but less than \$21: Mom-to-Mom Sales, Inc., will receive fee of \$2.
    - Items priced \$21 or more, but less than \$31: Mom-to-Mom Sales, Inc., will receive fee of \$3.
    - Items priced \$31 or more, but less than \$41: Mom-to-Mom Sales, Inc., will receive fee of \$4.
    - Items priced \$41 or more: Mom-to-Mom Sales, Inc., will receive a fee of \$5.
  - e. Any fee that Mom-to-Mom Sales, Inc. is entitled to shall be paid at the time the large item is registered to be sold.
  - f. Seller is solely responsible for picking up any of Seller's items remaining in the Large Item Sale Area before 2:00 p.m. Any Seller who does not pick up any item placed in the Large Item Sale Area by 2:00 p.m., shall be deemed to have abandoned that item, and that item shall become property of Mom-to-Mom Sales, Inc.
  - g. Seller is solely responsible for picking up the money from the Large Item Sale Area at the end of the sale. Mom-to-Mom Sales, Inc. will have the money ready for Seller to pick up no later than 1:00 p.m. the day of the sale. Any monies not picked up by 2:00 p.m., will be donated.
  - h. Mom-to-Mom Sales, Inc., assumes no responsibility for marketing Seller's item(s), or negotiating the price for any item placed in the Large Item Sale Area.
  - i. Mom-to-Mom Sales, Inc. is not responsible for any item that is lost, stolen, misplaced, or damaged while in the Large Item Sale Area.
22. Mom-to-Mom Sales, Inc., reserves the right to cancel this contract and ask any Seller to leave without issuing a refund for the space rental fee for any Seller who breaches the terms of this contract and/or any Seller who is not acting with good and reasonable character.
23. This Contract shall be interpreted under the laws of the State of Michigan.

West Michigan Mom's Sale (WMMS)  
Mom-to-Mom Sales, Inc.