



MoMsMegaSale Non-Club Member Seller Agreement

The MoMsMEGASale is a collaboration between Chester County Mothers of Multiples Club (CCMOMC), MultipliCity – Delaware Valley Families of Multiples Club (MultipliCity), and Valley Forge Mothers of Twins and Triplets Club (VFMOTTC). Henceforth “club” will refer to the respective club the seller is a member of. “I” or “My” will refer to Seller.

Your participation in the MoMsMEGASale requires the following agreement to be signed.:

- I certify that I have read and understand the MoMsMEGASale Guidelines document. I agree to abide by all the rules, guidelines and requirements outlined in that document to be eligible to participate in this and future sales.

I agree to the following aspects of the sale:

1. The club retains **25%** of my sales total and a **\$11.00** seller fee from my proceeds. *The seller fee helps to defray the costs of conducting the sale.*
2. The club will retain any appropriate fines against my sale proceeds. If I violate any of the rules or regulations as outlined in the **Sale Guidelines** document.
3. I am required to drop off and set up my items on Friday night and return by 1pm on Saturday to retrieve any unsold merchandise. I understand that I am required to help sort all sale items at the end of the sale and not just my own. This will result in quicker breakdown.
4. I am required to work a (2) hour work shift on either Friday or Saturday. If I do not select my shift(s), one will be assigned to me by the Sale Team. I am able to to waive my work shift requirements with the options below. *There is a limited number of slots available for these options and they're on a first come first served basis that will be approved by the sales team;*
 - a. **Option 1:** If I decide to waive this requirement the Club will retain **50%** of my sale proceeds. I am still required to drop-off and set-up my merchandise and will be eligible to shop on Friday night. I am required on Saturday to return by 1pm to retrieve my unsold merchandise.
 - b. **Option 2:** If I would like to waive your requirement and have the Sales Team set-up my merchandise on Friday night the Club will retain **60%** of my sale proceeds. I will be required to drop off my merchandise and I will be able to shop on Friday night. I will be required on Saturday to return by 1pm to retrieve my unsold merchandise.



5. I understand that members of the Sales Leadership Team and Members of the Sale Committees will start shopping on Friday night *20 minutes* before other sellers start shopping. This benefit is to acknowledge the months and hours of work the Sale Team has volunteered and dedicated to making this sale possible.
6. I understand that thefts, damage, or loss may occur occasionally and that the club takes reasonable measures to prevent such events from occurring. I further acknowledge that the club will NOT be responsible for items missing following the sale or any items damaged over the course of the sale.
7. I acknowledge and agree that it is my responsibility to fasten tags to my sale items in a secure manner that does not damage the item being sold, that the club is not responsible for misplaced or lost tags, and that the club makes a reasonable effort to prevent such events from happening.

I acknowledge that the following infractions will result in a \$25.00 fine and may result in the forfeiture of my right to sell at the next sale:

1. Arriving late or leaving early for a work shift.
(The fine for missing a shift is the greater of \$25.00 or 50% of my sale proceeds.)
2. Failure to collectively clear the sales floor and/or retrieve unsold merchandise following the sale. All sellers are responsible to clear the whole floor and not just their individual items
3. Having more than 10 stained, defective or otherwise inappropriate items pulled from the sales floor.
4. Bringing children on the sales floor when not permitted as outlined in the Sale Guidelines document
5. I agree that all items in my inventory will adhere to **MoMsMEGASale Guidelines** and that it is my responsibility to clean, launder, disinfect, etc., all items being offered for sale.
6. I agree to review the website of Consumer Product Safety Improvement Act located at www.cspc.gov, which is a government list of recalled products, concerns and warnings. I agree not to bring any item or attempt to sell any item that is on the recall list unless the manufacturer fix has been applied. Furthermore, I agree to abide by the PA Bedding and Upholstery Law Act 249 which requires me to provide all upholstered items to be sanitized and tagged. **Your items requiring sanitation are required to be re-sanitized at each sale regardless if it was sanitized previously.*
7. I understand that the MoMsMegaSale guidelines state that all sales are final. HOWEVER, if a customer contacts the sale committee because an item does not meet the sale requirements (i.e. broken, defective, recalled) and the customer has the receipt, which would list the item and seller number, the sale committee may facilitate a return.



I will be responsible for the amount the customer paid less the club's 20% and I have the right to request the item be returned to me.

Print Name: _____

Signature: _____