

Between Neighbors Participation Agreement

1. **PARTICIPATION.** There are many ways You may be able to participate at a Between Neighbors Event (“Event”). By participating you agree to these terms and conditions which remain in effect for 12 months from date of first participation.
2. **LOCATION.** This Agreement is the only agreement that applies to a participating Consignor and/or a Team Members and Between Neighbors LLC. It shall be governed by the laws of the State of Wisconsin.
3. **CONSIGNMENT.** By signing up to consign items you authorize Between Neighbors LLC to offer for sale various items or goods such as clothing and accessories (“Goods”) on Your behalf at an Event. By consigning at an Event, You agree to the following:
 - a) **Right to Reject and Authority to Sell:** Consignor represents that he/she owns all items submitted for sale at the Event. Between Neighbors LLC reserves the right to reject, in its sole discretion, any item Consignor has submitted for sale.
 - b) **Condition of Goods.** You represent and warrant to Between Neighbors LLC that the Goods provided are in good, usable condition, without any known major defects or damage; and that No Good is a “knock off” or “counterfeit”.
 - c) **Pricing.** You have tagged each item with a bar code and the price at which You agree the items may be sold to the public. Between Neighbors is not responsible if Goods do not sell.
 - d) **Taxes and Fees.** Between Neighbors LLC will be responsible for collecting and remitting applicable sales taxes for all Goods sold at the Event.
 - e) **Compensation.** You shall be entitled to receive a percentage of the sale price collected of each Good sold. Between Neighbors LLC shall pay consignor 60% of the net sale price of all Consignor Goods sold at the Event. Consignors can increase their commission percentage to 70% by volunteering at the event. All amounts payable to Consignor shall be paid by check, which will be sent out no later than 14 calendar days after the conclusion of the Event.
 - f) **Liability.** Between Neighbors LLC will use reasonably good faith efforts to keep the Goods safe while in its possession. Between Neighbors LLC shall take reasonable precautions to prevent the loss of any item through loss, theft, or other damage. Consignor expressly waives all rights and remedies against Between Neighbors LLC including its owner and volunteers, for any loss, theft, or damage to an item, except for losses caused by the gross misconduct or intentional wrongdoing of Between Neighbors LLC. Liability for gross misconduct or intentional wrongdoing would be limited to \$1,000.
 - g) **Goods Not Sold.** You understand that all items not sold during the Event must be picked up by You by a specified date and time. You grant Between Neighbors LLC authority and sole discretion to donate any Good which was not sold and which You did not pick up on time. You agree that Between Neighbors LLC shall have no liability to You for the disposition of any item not sold or given to charity.
4. **TEAM MEMBERS.** Between Neighbor LLC provides opportunities for volunteers at an Event or be “Team Members”. Team Members assist in performing various functions

pre-Event, post-Event and/or during an Event. As used herein the term “Team Member” applies to all persons who assist Between Neighbors pre- Event, post-Event, and/or during an Event. Team member duties may include greeting guests, organizing the sales floor, arranging the sales floor, monitoring the dressing room, checking out guests. By signing up as a Team Member You acknowledge and understand that You are not an employee of Between Neighbors LLC. You acknowledge and agree that You and Between Neighbors LLC are not partners, joint venturers, agents, or other representatives of the other for any purpose. Neither party works under the direct or indirect supervision or control of the other. Neither is authorized to act for the other, except as specifically set stated in the Agreement. Between Neighbors LLC does not exercise any control over any Team Members. You further acknowledge and agree that you are responsible for Your own actions while participating at an Event. If You sign up to serve as a Team Member, you agree to the following:

- a) **Right to Refuse.** Between Neighbors LLC reserves the right to deny participation at an Event to any person at any time, for any reason in its sole and absolute discretion. Between Neighbors LLC is committed to complying with all Federal and State laws, rules, and regulations and will not discriminate based on any protected characteristic.
 - b) **Scheduling.** You agree to sign up to participate as a Team Member for only those times and functions which you can meet. You are under no obligation to sign up for any time or function or to provide any services to Between Neighbors, but you commit to fulfilling those times and functions which You select in your sole discretion select.
 - c) **Safety.** You understand that safety is a top priority for Between Neighbors LLC. You always agree that while participating as a Team Member that You are solely responsible for Your own safety. You agree to watch for, avoid, and report all unsafe conditions of which you become aware. You agree that you will, immediately upon entering the Event, and will continuously thereafter, inspect the Area which you enter and further warrant that, if at any time You feel unsafe, you will immediately inform the Between Neighbors LLC owner or its designated representative and if necessary, will leave the Event and refuse to participate further in the Event. You specifically assume all risks associated with Your participation as a Team Member.
 - d) **Respect.** Respect is critical to Between Neighbors LLC. You always agree to be courteous to Between Neighbors LLC and its agents, to other Team Members, and to the Public and to refrain from any profanity or distasteful language. No language or behavior which may be determined to be harassing will be tolerated.
 - e) **Compliance With All Laws.** Between Neighbors LLC will comply with all Federal, State and Local laws, rules, and regulations. You agree that while participating as a Team Member, you will not violate any laws, rules, or regulations. If you are ever asked by any person to violate any laws, you agree to refuse and to promptly report the request to Between Neighbors LLC.
5. **INDEMNIFICATION.** You agree to indemnify and hold harmless Between Neighbors LLC and authorized representatives against all claims, demands, debts, duties, liabilities,

judgments, settlement and expenses (including, attorneys' fees and expenses) actually incurred by any and all of them in connection with the investigation, defense and/or settlement of any such claim or any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the breach of Your representations and warranties in this Agreement.

6. **DISPUTES.** Disputes arising from the terms of this agreement between a consigner and Between Neighbors LLC will be handled solely through mediation or arbitration.