WEE KEEP ON GROWING, LLC
CONSIGNOR PARTICIPATION AGREEMENT AND TERMS AND CONDITIONS
UPDATED NOVEMBER 2026

This Consignor Participation Agreement ("Agreement") and these Terms and Conditions ("Terms") are binding between Wee Keep on Growing, LLC ("WKOG," "we," "us," or "our") and **[CONSIGNOR NAME]** ("Consignor," "you," or "your").

1. CONSIGNOR PARTICIPATION
You are participating in a WKOG Sale Event ("Event") as a Consignor, and you agree to these terms and conditions. When you register to participate at an Event as a consignor, you agree to provide WKOG with your current contact information and authorize WKOG to contact you via the contact information you provided.

2. WKOG RIGHT TO REFUSE
WKOG maintains sole discretion to decline or revoke consignor participation at any time, provided all decisions comply with applicable federal, state, and local laws and do not discriminate against any legally protected class.

3. AUTHORITY TO SELL
You authorize WKOG to sell various items or goods such as clothing, toys, and equipment ("Goods"), on your behalf on a consignment basis to the public for your benefit.

4. CONSIGNOR EARNINGS
You shall be entitled to receive a sixty percent (60%) payout percentage calculated on the total sale price of your Goods sold during the Event, less applicable payment processing fees and mandatory sales tax collected. In consideration for providing the venue, trade fixtures, marketing, point-of-sale system, staffing, and other event operational services ("Event Services"), WKOG shall retain the remaining forty percent (40%) balance of the total sale price of your Goods sold collected as its service fee ("Service Fee").

5. OWNERSHIP AND TITLE TRANSFER
You represent and warrant to WKOG that you have lawful possession and title to the Goods and authority to sell the Goods and deliver to the purchaser good title, free and clear of all liens and encumbrances, without the consent of anyone else. Consignor agrees to not consign Goods that are not their own personal property (ex: sharing one consignor number between friends).

6. TITLE TRANSFER
Title passes from you to purchaser when WKOG receives payment. All sales are final.

7. CONDITION OF GOODS

You represent and warrant to WKOG that: (i) each Good is in good condition, with all parts included and without any known defects or damages in the condition; (ii) each Good is reasonably current in style; (iii) no Good is subject to a recall notice or other consumer protection or pending litigation to your knowledge; (iv) any repaired Good was repaired by the original manufacturer, manufacturer warranty program, or repaired pursuant to the manufacturer's instructions (v) no good has been subjected to contamination, flooding and fire; (vi) each Good is authentic not a "knock off" or "replica" or "fake"; (vii) the manufacturer label on each item is original, has not be tampered with, removed, replaced or otherwise altered; and (viii) each Good has been thoroughly inspected for safety, including checking all pockets for choking hazards or for items that could pose a risk to children.

8. NOT OBTAINED THROUGH WIC

You did not obtain the Goods for free from any federal or state program or using any federal or state funds such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

9. CONSIGNOR PORTAL

You agree to use WKOG's online consignor registration and inventory management system ("the Portal") to: (i) register of an Event; (ii) create WKOG barcode tags ("Barcode Tags") for Goods; and (iii) access selling and donation reports.

10. EVENT REGISTRATION

You agree to pay a non-refundable, non-transferable event registration fee to participate in an Event. If you can no longer participate in the Event, you agree to promptly unregister through the Portal by selecting **"Un-Register for Our Upcoming Sale"** before the Disable Date. Consignors without any Portal activity seven (7) days prior to the Disable Date may forfeit their registration.

11. CONSIGNOR NUMBER

You will receive a WKOG Consignor Number ("Consignor ID#") when you register through the Portal for the first time. Your Consignor ID# is unique to you. You agree that you will not share or permit another person to enter and sell their items or Goods under your Consignor Number.

12. PRICING GOODS

You agree and understand that you are responsible for pricing and creating Barcode Tags for your Goods within the Portal. You agree to tag each Good with a Barcode Tag containing: (i) description of Good; (ii) the size of Good (if applicable) (iii) the price you agree the Good may be sold to the public; (iv) discount status; and (v) donation status. You authorize WKOG to sell any Good marked "DISCOUNT: YES" at a discounted price during the % off sale. You authorize WKOG to donate any unsold Good marked "DONATE: YES" to WKOG's preferred charity partner.

13. TAXES

WKOG will be responsible for collecting and remitting applicable sales taxes for all Goods sold. WKOG may issue any tax form required under applicable IRS guidelines.

14. ITEM PREPARATION AND SUPPLIES

You agree that prior to delivering Goods to WKOG, you will prepare and tag all Goods according to the guidelines set forth on WKOG's "*Create Barcode Tags*" and "*Prep & Tag Your Items*" webpages. You understand that WKOG does not provide preparation or tagging supplies including, but are not limited to, hangers, safety pins, 65 lb. cardstock, tape, clear bags, zip ties, rubber bands, ribbon, printer ink, batteries, and (if applicable) tagging guns and barbs. **Hangers attached to sold or donated clothing will not be returned.**

15. SAFETY WAIVERS FOR CAR SEATS AND CRIBS

You agree to complete, sign and attach WKOG Safety Checklist & Recall Waiver ("Safety Waiver") to any Good that is a: (i) crib; (ii) car seat; (iii) car booster seat; and (iv) and car seat base. Safety Waivers are required per item regardless of if two or more items are sold together (examples: Infant car seat with base, or stroller car seat combo travel system).

16. NOT ELIGIBLE FOR RESALE

WKOG has set policies regarding Goods WKOG will accept at each Event as set forth on WKOG's "*Accepted Items*" webpage. WKOG will not accept Goods that are not properly tagged for resale for an Event in accordance with WKOG's "*Create Your Tags*" and "*Prep & Tag Your Items*" webpages.

17. RIGHT TO REJECT

WKOG reserves the right to reject, refuse to accept, or remove from display any Good for consignment for any reason in its sole and absolute discretion. You must correct or remove rejected, refused or removed from display Goods at your sole expense. Any rejected Goods left behind during the drop off process will be placed in designed lost and found areas for Consignor to reclaim during Pick Up at the end of the Event.

18. STATE SECONDHAND SANITIZATION LAWS

Ohio law requires certain secondhand bedding, upholstered furniture, and stuffed toys to be disinfected and yellow-tagged before sale. You authorize WKOG to spray applicable Goods with an Ohio-approved disinfectant as required by law. You agree that WKOG will have no liability arising out of or relating to such treatment.

19. DELIVERING GOODS TO WKOG / DROP OFF

You agree to schedule a 30-minute drop-off shift in the Portal. Appointments may be changed in the Portal until the Disable Date. You agree to notify WKOG of drop-off delays or cancellations at info@weekeepongrowing.com or 330-333-1214. Failure to provide notice may affect your future Event eligibility. You are responsible for unloading, bringing Goods into the Event venue and placing Goods onto the sales floor. Any Consignor who just "drop" items and leaves without placing them on the sales floor will be inactivated.

20. OPTIONAL SERVICE FEE REDUCTION SERVICES & PROMOTIONAL OPPORTUNITIES

A consignor's base earnings is sixty percent (60%) of their total Goods sold less applicable payment processing fees and mandatory sales tax collected. Consignors may voluntarily, in their sole discretion, elect to participate in the Event as a "Helping Consignor" by providing services in support of Event operations ("Help Shifts") to: (i) shop before the public; and (ii) increase their earnings by reducing WKOG's Service Fee. Participating in Help Shifts requires the Consignor to review and sign a separate Helper Participation Agreement.

HELP SHIFTS COMPLETED	TOTAL HOURS	CONSIGNOR EARNINGS PERCENTAGE	WKOG SERVICE FEE PERCENTAGE
0 SHIFTS	0 HOURS	60%	40%
1 SHIFT	3 HOURS	65%	35%
2 SHIFTS	6 HOURS	70%	30%
3 SHIFTS	9 HOURS	75%	25%
4 SHIFTS	12 HOURS	80%	20%

Promotional Service Fee reduction opportunities offered by WKOG may be earned independently by Consignor. For the avoidance of doubt, promotional service fee reductions are entirely distinct from Help Shifts, do not constitute a Help Shift, and cannot be used to fulfill Help Shift attendance requirements. While promotional opportunities may be combined with completed Help Shift earnings increases up to the maximum cap, all promotional opportunities are strictly temporary, non-transferable, and offered at WKOG's sole discretion, and may be modified, suspended, or revoked by WKOG at any time prior to an Event.

Regardless of any combination of Help Shift(s) or promotional opportunities completed by Consignor, WKOG's Service Fee percentage on Consignor Goods sold cannot be reduced below twenty percent (20%), and Consignor total earnings on their total Goods sold cannot exceed eighty percent (80%).

21. GOODS MISSING BARCODE TAGS

WKOG shall not offer for sale any Good or item missing an identifiable Barcode Tag. While WKOG may attempt to physically locate or search the Portal for a replacement Barcode Tag; Goods or items without an identifiable Barcode Tag will be placed in designed lost and found areas. Consignors may inspect the lost and found areas to reclaim their items during Pick Up at the end of the sale.

22. GOODS NOT SOLD AND PICK-UP PROCEDURES

You understand that all Goods not sold during the Event must be picked up by you by a specified date and time (pursuant to *WKOG's Pick U*p *Items* webpage). You warrant that you will download and view your reports within the Portal before you arrive. You agree to check in and out at with front desk before leaving with any Good or item, and you agree that you are responsible for collecting all unsold Goods listed on your reports that are not marked for donation.

You grant WKOG full authority and sole discretion to donate any Good which was not sold and which you did not pick up on time. If a selected donation recipient cannot or will not accept a Good, WKOG may donate it to another recipient, recycle it, dispose of it, or otherwise handle it in its sole discretion. You agree that WKOG shall have no liability to you for the disposition of any Good not sold or given to charity including any claims for their return, loss or compensation.

You understand that you do not need to pick up unsold Goods if ALL your unsold Goods are marked for donation.

23. SETTLEMENT CHECK

You shall receive your Settlement Check via email within two (2) weeks following the conclusion of the Event. You agree to cash or deposit your Settlement Check within fourteen (14) days from the date of issuance. Any payment discrepancy must be submitted to WKOG in writing within five (5) days from the date of issuance. You understand that upon the expiration of the five (5) days, or upon the cashing or depositing of the Settlement Check, any and all disputes regarding payment shall be deemed null and void.

24. RISK OF LOSS

WKOG is not an insurer and does not obtain insurance covering your Goods. You assume all risk of loss, theft, damage, destruction, deterioration, or disappearance, including losses caused by acts of God, of your Goods while they are at the Event venue.

25. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless WKOG, its owners, members, managers, employees, agents, contractors, affiliates, successors, assigns, and the owner and lessor of the Event venue (collectively, the "Indemnified Parties"), from and against any and all claims, demands, actions, suits, proceedings, liabilities, judgments, damages, losses, costs, and expenses (including reasonable attorneys' fees actually incurred) arising out of or relating to:

(a) your breach of this Agreement and Terms;

(b) any defect, hazard, or failure of your Goods to comply with applicable laws, regulations, or safety standards;

(c) any product liability or other claim arising from the condition or use of your Goods;

(e) any personal injury, property damage or loss, or other claim arising out of your participation in the Event except to the extent caused WKOG's gross negligence or willful misconduct.

26. LIMITATION OF LIABILITY

To the maximum extent permitted by law, WKOG will not be liable to you for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to this Agreement and these Terms. This includes lost profits, lost sales, and lost business opportunities. This limitation applies regardless of whether the claim is based on contract, tort, strict liability, or any other legal theory.

27. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by law, the Event Services are provided “as is” and “as available”. WKOG does not guarantee that its Event Services will be uninterrupted or error-free, that any Good will sell, or that you will achieve any results or sales achieved.

28. REPRESENTATION AND WARRANTIES

Each party represents to the other that: (a) it has all requisite power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement; and (b) this Agreement is valid and binding on it and its successor and assigns in accordance with its terms.

29. PUBLISHED POLICIES

All Event policies and guidelines published on the WKOG website, and written communications between WKOG and the Consignor, are fully incorporated into these Terms. By participating, the Consignor agrees to comply with all published policies. WKOG reserves the right to modify or update these policies at any time, and Consignor is responsible for reviewing current policies prior to each Event.

30. ELECTRONIC ACCEPTANCE

By typing “YES” you confirm that: (1) you had an opportunity to read this Agreement, these Terms, and WKOG’s Published Policies; (ii) you understand and voluntarily agree to them; and (iii) you agree to be legally bound by them. Your electronic acceptance has the same effect as signing a paper agreement.