



## **SELLER AGREEMENT & TERMS**

### **SELLER EXPECTATIONS**

We believe in community at Wonderland Gear Exchange (“Wonderland”) and intend to build strong relationships with our Sellers and Customers. By working together, we will help recycle outdoor equipment to better serve our neighborhoods and planet. Wonderland will conduct business with respect for you and your gear and we ask you to treat Wonderland the same.

By signing this Seller Agreement (the “Agreement”), you confirm that you are the unrestricted owner of the item(s) that you are consigning. Any Seller found to have consigned stolen items will have her/his/their account terminated and Wonderland will pursue appropriate legal action and cooperate with investigations into the matter.

### **GEAR EXPECTATIONS**

All items must be clean, sanitary, in good working order and functioning properly, as determined within Wonderland’s discretion. Wonderland reserves the sole and exclusive right to refuse any item(s) brought in for consignment based on condition, brand, season, or other factors. If an item, after initially accepted for consignment, is subsequently found to not meet these criteria, you will be notified and asked to reclaim the item. If you do not respond to the notification or reclaim the item within 14 days of notification, Wonderland will assume ownership of the item and have the authority to dispose of such item within its sole discretion.

### **TITLE OF PROPERTY**

Except as otherwise detailed in this Agreement, you will continue to own and have title to each item that you intend to sell through Wonderland until that item is “Sold.” An item will be considered Sold when: (1) it is sold by Wonderland to a Customer and not returned to Wonderland within the then-current Return Policy (see Return Policy); or (2) if a seller attempts to reclaim an item and it is determined to be lost, stolen, damaged, or destroyed while in Wonderland’s possession. Wonderland defines possession as being the moment goods are received at its warehouse and loaded into your Seller account through Wonderland’s inventory management system.

## **CONSIGNMENT TERMS**

Sellers earn a percentage of the pre-tax sale price of each individual item, per the following tiers:

Item Selling Price	
● \$0.00-\$29.99	Seller receives 30%
● \$30-\$129.99	Seller receives 40%
● \$130-\$329.99	Seller receives 50%
● \$330-\$529.99	Seller receives 60%
● \$530-\$729.99	Seller receives 70%
● \$730+	Seller receives 80%

The payout value of your earnings is known as the "Account Balance." If you choose to use your Account Balance for an in-store purchase, Wonderland will increase the balance by 10% to be applied to the purchase. For example, if you have an Account Balance of \$50, Wonderland will increase the balance to \$55 for an in-store purchase.

You agree to leave items on consignment for a minimum of 60 days and to not list items for sale on any other platforms or marketplaces while the item is consigned with Wonderland.

## **PRICING**

Wonderland reserves the right to determine the sale price of all accepted items. Wonderland staff uses industry knowledge, MSRP, age, condition, local demand, and other considerations to determine a fair market value. If Wonderland sets the price for an item and later discovers a factor that impacts the fair market value of said item, Wonderland reserves the right to adjust the price at any time.

If an item has gone unsold for 60 days, Wonderland staff may review the price of the item and consider a price adjustment at their discretion.

## **TIME LIMIT AND DISCOUNTS**

Wonderland operates on a two season model: "winter" and "summer." Wonderland staff reserves the right to determine which season an item is assigned.

At the end of the winter and summer seasons, Wonderland will hold an end-of-season sale and will email you with details about items going into the sale. Any item(s) that has not sold after its respective seasonal sale must be picked up within 7 days of the end of the sale. Ownership of any item(s) not picked up after this time will transfer automatically to Wonderland.

Any item that is unclaimed or abandoned by you is not eligible for any payout.

## **PAYOUT**

Once an item sells, your earnings are added to your Account Balance, which can be seen by logging into the ConsignorAccess online portal. The Account Balance is available immediately after the sale of an item(s).

Wonderland will notify you via email using the then current contact information in your seller account one time after an item sells. Payouts are not initiated until you request payment. Payments can be picked up in person at the store. Payouts can also be made electronically, which shall include a processing fee. This fee and the available electronic methods are listed on the payout request form.

Wonderland will allow you to keep your earnings in your Account Balance for up to one year after your most recent "Account Activity." Account Activities are recorded when you sell an item, purchase an item using your Account Balance, or receive a payout. If you do not have any Account Activity for one year or more, Wonderland reserves the right to convert your Account Balance to store credit, which shall include a 10% increase in value (as outlined in the Consignment Terms above). Store credit has no cash value, and cannot be redeemed via cash payout.

## **LIMITATION OF LIABILITY; EXCLUSIVE REMEDY**

**Wonderland will show respect and care for consigned items. If you attempt to pick up an item that is determined to have been damaged or lost due to theft, fire, water, vandalism, negligent handling by customers, or other adverse events, Wonderland's liability is limited to the most recent list price of the item minus Wonderland's commission. The payout amount for each item that is damaged or lost will be added to your Account Balance, and you may request payout or use the balance to purchase items in the store.**

**You release all claims against Wonderland beyond the above payout and/or damage reimbursement amount, including without limitation, claims against Wonderland's insurer(s) and Wonderland's insurance coverage. Your exclusive remedy in the event of a lost or damaged item is to receive the payout amount detailed above.**

## **UPDATING CONTACT INFORMATION**

It is your responsibility to keep contact information up to date in the ConsignorAccess portal, or to immediately contact Wonderland to provide any updated contact and address information. Wonderland will have no liability for any failure to receive notices or respond to notices within the prescribed timeframes listed in this Agreement due to outdated contact information.

## **SUSPENSION AND TERMINATION**

Wonderland reserves the right to suspend or terminate a Seller Account for any violation of the terms set forth in this agreement or any other store policy. Account Balances in suspended or terminated Seller Accounts will remain in the Account until it is either paid out (per terms of

Payout section above) or converted to in-store credit after one year of no activity in the seller's account.

### **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Wonderland and its affiliates, managers, staff, and other agents from and against any and all third-party suits, claims, actions, demands, liabilities, expenses and/or losses, including reasonable attorneys' fees ("Losses") resulting from or relating to your misrepresentation or other breach of this Agreement.

### **ENTIRE AGREEMENT**

This Agreement, together with Wonderland's Return Policy and any other store policy, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

### **SEVERABILITY**

Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

### **AMENDMENTS**

Wonderland reserves the right to update this Agreement from time to time and shall provide notice to you of any updates to this Agreement. Any amendments shall apply from the date you receive notice of such amendments and not retroactively. By continuing to purchase and sell items at Wonderland, you agree to be bound by the terms of this Agreement and any amendments made to this Agreement from time to time.

### **WAIVER**

No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

### **GOVERNING LAW AND VENUE**

This Agreement and all matters arising out of or relating to this Agreement shall be construed and enforced in accordance with the laws of the state of Washington, without regards to its principles of conflict of laws. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in

any way arising from or relating to this Agreement in any forum other than the U.S. District Court or, if such court does not have subject matter jurisdiction, the courts of the State of Washington sitting in King County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

#### **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

#### **INTERPRETATION; HEADINGS**

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

By signing, I hereby agree that I have read, understand and agree to be bound by these terms and conditions.