

## **PRIMETIME TREASURES**

### **A Philanthropic Program of Assistance League® of Birmingham REGULATIONS**

**NONPROFIT CONSIGNMENT SHOP:** PrimeTime Treasures is a nonprofit shop sponsored by Assistance League of Birmingham. It is staffed by volunteers and part-time employees.

**ELIGIBILITY OF CRAFTSMEN:** Residents of Alabama, age 50 and older, who make marketable items by hand, may apply to place these articles for sale on consignment with PrimeTime Treasures. Active craftsmen who have not brought crafts into the shop during a twelve month period will be contacted to determine if they desire to remain active. If no response is received within 30 days, the craftsman may be considered inactive and will be notified of the change in status. Once removed from the active file, a craftsman must reapply to become active again. If a craftsman wishes to have their name removed from the list of active craftsmen, PrimeTime Treasures should be notified in writing.

**TYPES OF MERCHANDISE ACCEPTED:** All types of handwork in good taste are acceptable if space and display facilities permit. Perishables, food, canned goods, and homemade candy are excluded. Due to licensing restrictions, PrimeTime Treasures cannot accept collegiate merchandise containing NCAA school names, logos, or mascots. Craftsmen are responsible for submitting personally handcrafted merchandise. Craftsmen may not submit used merchandise for sale. Items are accepted at the discretion of PrimeTime Treasures representatives. Craftsmen are provided with a copy of the Crafts Check-In Form to retain as proof of receipt each time items are brought to PrimeTime Treasures.

**MERCHANDISE OWNERSHIP:** Craftsmen retain ownership of merchandise which is left at PrimeTime Treasures. The merchandise is not subject to the claims of the general creditors of PrimeTime Treasures. Insurance on the merchandise is the responsibility of the craftsmen.

**SPECIAL ORDERS:** PrimeTime Treasures can take customer orders for merchandise not in the shop. If the craftsman is interested in providing Special Order items, please indicate this on the application form.

**PRICING:** Craftsmen should price their own merchandise. PrimeTime Treasures representatives will be available for consultation, if necessary. PrimeTime Treasures increases the craftsmen's price to provide for the direct costs of operating the shop, and our computer automatically calculates the selling price. PrimeTime Treasures reserves the right to increase or decrease the percentage of mark-up at its discretion. Sales tax is added at the time of sale. It is requested that items be left a minimum of four months. If articles do not sell within this period of time, the craftsman may consider reducing his/her price.

**REPRODUCTIONS:** The craftsman reserves all copyrights to the reproduction of the merchandise except as noted in writing to the contrary. However, PrimeTime Treasures has the right to have the merchandise photographed in order to publicize and promote the merchandise and the shop.

**RETURNS:** PrimeTime Treasures reserves the right to remove and return items which remain unsold for one year. Holiday items, including Easter, Christmas, Halloween, Thanksgiving, etc. will be returned after the holiday season. WRITTEN NOTIFICATION WILL BE SENT WHEN ITEMS HAVE BEEN PREPARED FOR RETURN TO THE CRAFTSMAN. ITEMS MUST BE RETRIEVED WITHIN FORTY-FIVE (45) DAYS FROM THE DATE OF THIS NOTIFICATION OR THEY WILL BE DISPOSED OF AT THE DISCRETION OF PRIMETIME TREASURES. PrimeTime Treasures and Assistance League of Birmingham may elect to sell items not retrieved by craftsmen in another venue such as online auction sites, event auctions or through other means if the organization believes that the items will produce a return to its programs.

**PUBLICITY:** PrimeTime Treasures and Assistance League of Birmingham shall have complete control of all publicity releases, brochures, and other written material connected with this program.

**PAYMENT:** Payment for merchandise sold is made monthly by mail. Checks are mailed soon after the first of the month for the previous month's sales. It is possible that the checks may not be processed and MAY NOT reach the craftsman before the 15<sup>th</sup> of the month. A computer printout of the monthly activity on a craftsman's account will accompany the check and will include the following:

**RETURN:** Means that the craft was removed from inventory during the month and represented by the printout to be returned to the craftsman.

**ISSUE:** Means that a craft was sold.

**RECEIPT:** Means that the craft was brought in during the month represented by the printout.

If the craftsman has any questions, PrimeTime Treasures recommends the craftsman place a call or bring their printout to the shop so that staff members may answer those questions. Inventory can be tracked by checking the Craft Check-In Forms against monthly printouts.

**RESPONSIBILITY:** AN APPOINTMENT MUST BE MADE BEFORE BRINGING CRAFTS TO THE SHOP. Due to available staffing, appointments will be available on Tuesdays and Thursdays between the hours of 10:15 a.m. and 3:30 p.m. If a craftsman desires to pick up items, PrimeTime Treasures must be notified in advance by letter or telephone. This does not include items that are being returned to the craftsman by PrimeTime Treasures, as those items have been gathered, removed from inventory, and prepared for return with a RETURN slip for the craftsman to sign. If someone other than the craftsman will be picking up the items, please give PrimeTime Treasures that person's name to protect the craftsman and the shop. This person must sign for items retrieved. Please pick up these returns on the designated craft intake days of Tuesday and Thursday. It is the responsibility of the craftsmen to notify PrimeTime Treasures in writing of address and telephone number changes or any other contact information deemed necessary.

**TERMINATION:** The craftsman may terminate the consignment arrangement at any time. PrimeTime Treasures requests that the craftsman provide at least ten (10) days notice so that the craftsman's items may be collected from the shop and prepared for return. Notwithstanding anything to the contrary appearing above, PrimeTime Treasures may also terminate the consignment arrangement by giving the craftsman thirty (30) days advance written notice of termination. Upon termination, the craftsman will be responsible for removing their items from the shop within thirty (30) days.

The craftsman is responsible for the delivery to and the unloading and loading of their crafts at the shop. Any damage to a craftsman's items, damage to PrimeTime Treasures property, or damage to merchandise owned by other craftsmen during delivery, unloading, and loading are the sole responsibility of the craftsman making the delivery. While a craftsman's items are in the shop, PrimeTime Treasures will make every effort to handle each item with care. However, PrimeTime Treasures is not responsible for fading, accidental breakage, soiling, customer handling, disappearance, or any other loss or damage. Further, PrimeTime Treasures is not responsible for any damages or injuries to third parties or their property which are caused by or attributable to a craftsman's items, whether such damages or injuries occur while the crafts are located in the shop or after the sale. By acceptance of these Regulations, the craftsman agrees to be responsible for any such loss, damage, or injury.

**GOVERNING LAW:** This agreement shall be governed by and in accordance with the laws of the State of Alabama.

**PRIMETIME TREASURES  
ASSISTANCE LEAGUE® OF BIRMINGHAM  
CRAFTER'S APPLICATION/UPDATE FORM**

In order to insure the information in our files is correct, please complete the following and return to PrimeTime Treasures, 1755 Oxmoor Road, Birmingham, AL 35209. Attention: Applications Chairman. For information call, (205) 870-5555.

NAME: \_\_\_\_\_ CRAFTER CODE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ D.A.O.: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PRIMARY PHONE: \_\_\_\_\_ OTHER PHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

PLEASE PROVIDE THE NAME OF ONE PERSON NOT LIVING WITH YOU WHO MAY BE CONTACTED IN THE EVENT YOU CANNOT BE REACHED.

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

PLEASE DESIGNATE WHO SHOULD RECEIVE ANY MONIES DUE YOU AND UNSOLD CRAFTS IN THE EVENT OF YOUR DEATH.

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

TYPE OF CRAFTS TO BE OFFERED FOR SALE: \_\_\_\_\_  
\_\_\_\_\_

SPECIAL ORDERS: PRIMETIME TREASURES WILL ACCEPT CUSTOMER ODERS FOR ANY MERCHANDISE NOT IN OUR SHOP. Will you accept special order requests? Yes \_\_\_\_\_ No \_\_\_\_\_

ACCEPTANCE OF REGULATIONS: I HAVE READ AND UNDERSTAND PRIMETIME TREASURES REGULATIONS. I HEREBY AGREE TO ACCEPT AND ABIDE BY THESE REGULATIONS.

DIRECT DEPOSIT: I HEREBY AGREE TO ACCEPT DIRECT DEPOSIT OF MONIES DUE FOR THE SALE OF MY CRAFTS SOLD BY PRIMETIME TREASURES. Please attach a voided check from this account.

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

CRAFTER SIGNATURE: \_\_\_\_\_

7/5/16