

KidStuff Children's Sale & ConsignHomeDecor Events

2011 Seller Agreement

In consideration for the opportunity to participate in and profit from the KidStuff Sales & ConsignHomeDecor Events, the undersigned seller understands and agrees to each of the following:

- Seller agrees to allow KidStuff Sale, LLC to sell all items checked into the KidStuff Children's Consignment Event. Seller acknowledges that Kidstuff Sale, LLC reserves the right to, at its sole discretion; remove any item from the sale at any time.
- Seller understands and acknowledges that KidStuff Sale relies on Seller's representations and warranties that the items checked into the KidStuff Children's Consignment Event meets any and all applicable standards imposed by all applicable ordinances, rules, regulations and/or laws, including but not limited to those regarding health and safety and lead contents (collectively "applicable law").
- Seller acknowledges their items offered to be sold are in good operating condition, reasonable wear and tear expected, and is not defective, broken or damaged in any way. If an item is found to be other than described once purchased and is returned by a purchaser, seller agrees to refund purchaser and provide KidStuff Sale its portion of the sale as a handling fee.
- Seller states any item repaired was done by or in accordance with the original manufacturer warranty program; and each item complies with applicable law; and no item is the subject of any pending or threatened recall notice or other consumer protection action; and Seller knows of no reason why any item offered for sale would cause injury to another.
- Seller acknowledges that no item is the subject of any pending or threatened recall notice or other consumer protection action and that Seller has reviewed the CPSC recall list and no items being consigned appear on such list.
- Seller acknowledges that items will not be tested for lead content by Kidstuff Sale, LLC and Kidstuff Sale, LLC will not bear any liability due to injury or illness resulting from such lead content. Seller further acknowledges that they reviewed the CPSIA and is aware of new safety standards and lead limits contained therein and is not aware of any items being consigned that are in violation of such standards and limits.
- Seller acknowledges that items remain the property of Seller until purchased by buyer. Kidstuff Sale, LLC does not take title to nor risk of loss of any item being consigned.
- Seller agrees to pay KidStuff Sales 30%-25% of the total sales amount in consideration for its work and services in coordinating, organizing and promoting the sale and providing a venue in which such sale may occur. In addition to the above, the seller understands that a publicity fee of \$12.00 is deducted from their share. The publicity fee is non-refundable if the event is cancelled early due to events beyond consignment owners control such as weather, power outages, etc.
- Seller understands that all items not picked up at the designated pick up time noted on KidStuffSale.com website for their respective sale location, will be donated to a non-profit charity that same day. Items cannot be held after that time.
- Seller agrees to hold harmless and make no claim against KidStuff Sale any volunteer or paid participants in the sale for any damage, theft, or loss of any items consigned to KidStuff Sale. KidStuff Sale does not anticipate any thefts, damage or loss and takes every precaution to prevent them; however the seller assumes the risks of these events occurring by participating in the sale.
- Seller agrees to indemnify and hold harmless KidStuff Sale, and any of its members, employees, volunteers, agents or representatives (collectively "KidStuff") of from and against any and all claims, suits, losses and damages that are made against KidStuff arising out of the KidStuff Children's Consignment Event (the "Event") and/or any sale of any item during such Event.
- Sellers who **schedule** a work commitment and then **do not keep that commitment**, basically a "no show" agrees to pay a fee of \$25 per shift, which will deducted from sale proceeds. To avoid this situation, a seller may send someone to cover their shift. Workers are needed to help avoid theft & damage. An on call, paid replacement, will be hired to cover their shift.
- Seller agrees to waive any and all claims for personal injury resulting in participation in the sale from whatever cause against KidStuff Sale, LLC, Oldham County YMCA Indoor Soccer Arena, National Guard Armory, New Albany, all Owners and Operators of the physical sale site, any volunteer or paid participants in the sale.
- Any and all provisions contained herein shall survive the Event.

I certify that I have read & understand each item in this agreement and will abide by its terms.

Seller Printed Name

Date

Oldham Co. Indiana Other

Seller Signature

Seller Number

KidStuff Signature