



KidStuff Sale Seller Agreement

In consideration for the opportunity to participate in and profit from the KidStuff Sale Events, the undersigned seller/volunteer understands and agrees to each of the following:

- I agree to allow KidStuff Sale, LLC (KSS) to sell all items checked into the sale. I acknowledge that KSS reserves the right to, at its sole discretion; remove any item from the sale at any time.
- I agree to participate in the sale by following all requirements and guidelines as indicated on the Consignor tab of the KSS website. I have read and understand the directions in preparing for the event.
- I understand that pre-paid registration fee is non-refundable even if I choose not to participate.
- I acknowledge my items offered to be sold are in good operating condition, with reasonable wear and tear, and are 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, I agree to refund purchaser and provide KSS its portion of the sale as a handling fee.
- I know of no reason why any item offered for sale by me would cause injury to another.
- I acknowledge that no item is the subject of any pending or threatened recall notice or other consumer protection action and that I have reviewed the CPSC recall list and no items being consigned appear on such list.
- I acknowledge that items remain my property until purchased by buyer. KidStuff Sale, LLC does not take title to nor risk of loss of any item being consigned.
- I agree to pay KidStuff Sales 25-30% 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.
- I understand 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.
- I agree 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 I assume the risks of these events occurring by participating in the sale.
- If I schedule a volunteer commitment and then fail to keep that commitment, a "no show", I agree to pay a fee of \$25 per shift, plus an additional 10% of my proceeds deducted from my proceeds, unless I comply with options as stated on as stated on the KidStuff Sale website.
- I agree to not set up in business as a direct competitor of KidStuff Sale, LLC within 75 miles of Louisville, Kentucky, U.S.A, for a period of 36 months (or 3 years).
- I agree to cash/deposit KidStuff Sale proceeds check within 90 days of issuance.
- 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 / Volunteer Printed Name

Date

Lou. Oldham Co. So. Indiana

Seller / Volunteer Signature

Seller Number

KidStuff Signature