



August 2010

This agreement is between Just4Kids Consignment, LLC referred to hereafter as Just4Kids, and _____, referred to hereafter as Consignor. Consignor # _____

- The consignor agrees to allow Just4Kids Consignment, LLC to sell on their behalf any or all items brought to the sale, and understands that Just4Kids reserves the right to reject any item that does not meet their standards or may be deemed inappropriate.
- Consignor agrees to follow all tagging instructions as found on www.Just4KidsConsignment.com, and understands that items found without tags cannot be sold and will be placed in a lost & found area to be claimed by the consignor at the end of the sale. All unclaimed items remaining after pick-up will become the property of Just4Kids. The consignor understands that they are solely responsible for properly securing their tags on their items in a fashion that will not damage the item upon the removal of the tag.
- Consignor gives permission that items found with a consignor number but without a price indicated on the tag, will be sold at fair market price to be determined by the Just4Kids staff. Consignor agrees to accept this pricing as final.
- Consignor agrees that all items will be sold at 50% on the ½ price sale day unless properly indicated as not to be discounted on the tag.
- Consignor understands that all items marked as “not for donation” that are not picked up during the scheduled pick-up time (5-7 pm on Sunday, August 22, 2010) will become the property of Just4Kids. Just4Kids is unable to store any items for later pick-up. No exceptions can be made. Consignors failing to pick up their items marked for pick-up will be charged a \$20.00 fee which will be deducted from their check.
- The consignor understands that Just4Kids Consignment, LLC will take all reasonable steps to ensure the security of the consignor’s items, however the consignor agrees to hold harmless Just4Kids in the event of any damage, theft, loss, fire, or act of any kind against their items. The consignor assumes the risks of these events occurring by participating in the sale.
- The consignor understands that they are the reseller of their items, and acknowledges that Just4Kids Consignment, LLC is merely the facilitator in the sale of said items. As the reseller, the consignor assumes the responsibility of the safety and quality of their items. The consignor agrees to not list for sale any items with rips, tears, stains, broken zippers, or faulty parts. They also acknowledge that they have checked the CPSIA website at www.cpsc.gov/cpscpub/prerel/prerel.html for any possible recalls surrounding their consigned items, and have removed from sale any items that have been recalled.
- Consignor agrees to waive any and all claims of personal injury resulting in participation in the sale, from whatever cause, against Just4Kids Consignment, LLC, the lessors of the space where the sale is held, any volunteers or paid participants of Just4Kids, or the insurers of Just4Kids.
- Consignor shall earn 65% of their total sales. Just4Kids shall earn 35% of the consignors total sales. Just4Kids agrees that consignor checks will be mailed no later than 2 weeks following the last day of the sale event. The consignor agrees that any questions regarding their proceeds will be brought to the attention of Just4Kids no later than 45 days following the close of the sale.
- Consignor agrees that no claims will be made against Just4Kids Consignment, LLC for any discrepancies involving items placed in the sale.

MY SIGNATURE BELOW CERIFIES THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS

Consignor Signature/Date

Print Name/Consignor #

