

**You can print the agreement out, read and sign it then bring with you to Drop-Off or we will provide a copy and you will be asked to sign at Check-In during Drop-Off.**  
**Kidstuff Konsignment Agreement**

1. Consigner agrees to allow Kidstuff Konsignments to sell any or all items checked into a Kidstuff Konsignment event. The consignor is responsible for tagging each item and setting the selling price. Discount and donation options are left up to the discretion of the consignor to indicate by or on their item tags.
2. Consignor will receive 65% of the total sales amount for their items, exclusive of gross tax receipts. Consignors who volunteer as VIPs, and complete the 4-hour shift on Preview Night, will receive 70% of the total sales amount for their items, exclusive of gross tax receipts. If a consignor signs up to volunteer as a VIP, and does not complete the volunteer shift on Preview Night, Consignor will then receive only 65% of sales.
3. Consignor understands that a \$10 administration fee(new consignors must pre-pay fee) will be deducted from their total earnings to defer the costs of advertising, building rent, fixturing and postage. This fee will only be waived for those volunteers classified as VIPs.
4. All items presented for consignment are in clean, working order with all parts present at the time of consignment. All toys are completely operational, all pieces are included in puzzles and all video tapes/DVDs/CDs are playable.
5. Kidstuff Konsignments reserves the right to refuse any item and may pull an item from the sales floor at any time for any reason.
6. Consignor agrees on Sunday, June 12th, 2011, some items may be sold for 50% of the price originally designated by the Consignor, unless the Consignor has marked "DND" (Do Not Discount) on the tag. It is the responsibility of the Consignor to conform to all tagging guidelines.
7. If no price is indicated on an item's tag, a fair price will be determined by Kidstuff Konsignments , and the proceeds will be given to the Consignor.
8. All items tagged with a **WHITE** index card, that remain unsold after the sale will be donated to a local, not-for-profit organization. All items that are not picked up by the end of the designated Pick-Up period will be considered donations. Kidstuff Konsignments **WILL NOT** store any unclaimed merchandise.
9. Consignor certifies that all merchandise that is checked into a Kidstuff Konsignment sale is currently not on any recall list.
10. Consignor agrees to hold harmless and make no claim against Tracie Borawski, Karen Borawski, Kidstuff Konsignments, the lesser or owner of the sale location, any volunteers or paid participants in the sale, vendors, or insurer of Kidstuff Konsignments for any damage, theft, loss or Act of God of any items consigned with Kidstuff Konsignments. Consignor assumes the risk by participating in the sale. All sales are final and no returns, refunds or credits will be given.
11. Consignor agrees to waive any and all claims for personal injury resulting from participation in the sale from whatever cause against Kidstuff Konsignments, the lesser or owner of the sale location, any volunteer or paid participant or the insurer of Kidstuff Konsignments.
12. **All goods left in the possession of Kidstuff Konsignments are at the sole risk of the Consignor. Consignor agrees that it shall assume and bear all risks regarding consigned goods and will hold Kidstuff Konsignments exempt from any and all liability. Should items be lost, stolen or damaged, Kidstuff Konsignments is not responsible to compensate the consignors.** \_\_\_\_\_ **Consignor Initials**
13. All consignor checks will be cashed within 90 days of receipt.
14. I certify that I have read and understand all conditions and rules of this agreement and will abide by all the above terms.

**Consignor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name** \_\_\_\_\_ **Consignor #** \_\_\_\_\_  
**Kidstuff Konsignment Signature** \_\_\_\_\_