

## **Kidaround Kidsale Consignment terms**

(The legal stuff)

CONSIGNOR AGREES AS FOLLOWS:

1. Consignor has read **ALL** Consignor Information and agrees to the **merchandise quality requirements & guidelines** set forth on the Kidaround Kidsale website, [www.kidaroundkidsale.com](http://www.kidaroundkidsale.com), including, but not limited to the following:
  - a. If Consignor consigns a car seat, Consignor states by signature below that: Consignor is the original owner of said car seat, that it is less than five years old and has never been involved in an accident and, to the best of Consignor's knowledge, is not on any recall list.
  - b. By signing below, Consignor states that, to the best of consignor's knowledge, no other consigned items are on any recall list and are within CPSIA guidelines for safety;
  - c. Consignor verifies that all items consigned are clean, completely intact and in good working order and condition.
2. Consignor agrees to allow Consignee the right to display and sell, at its sole discretion, all items presented to Consignee by Consignor for the consignment sale. Consignee reserves the right to inspect all items and refuse display or sale of any item. Consignor is responsible for tagging each item with a description thereof and the desired selling price. Discounts and donation options are available for the Consignor and said information is located on the above referenced website.
3. Consignor hereby grants Consignee, complete authority to donate any consigned items that Consignor fails to pick up on designated pick up day. See pick-up times listed on the above referenced web site.
4. Consignee shall use its best effort to facilitate the sale of Consignor's merchandise. Consignee is only responsible for the display of Consignor's merchandise and is not responsible for its sale.
5. Consignor agrees to hold harmless and will make no claim against Consignee, its owners or volunteers for any damage to, theft or loss of any consigned items. Consignor retains full responsibility for merchandise. Consignee shall not be responsible for any loss or damage to Consignor's merchandise while it is under the care and control of Consignee, or for items which cannot be sold for any reason.
6. This agreement will remain in full force for any future Kidaround Kidsale event unless cancelled in writing by either party and delivered to the other party by certified mail.

**CONSIGNOR CERTIFIES THAT HE/SHE HAS READ AND UNDERSTAND THIS AGREEMENT AND AGREES TO ABIDE BY THESE TERMS AND CONDITIONS.**