



Public sale dates November 2-4, 2018

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. The consignor understands that **a minimum of 25 items or a dollar value of \$200 are needed in order to consign.**
- “Sale” is defined as the Just4Kids Consignment public sale event scheduled for November 2-4, 2018, and includes all set-up, tear-down, and all days associated with this event.
- Consignor agrees to follow all tagging instructions as found on [www.Just4KidsConsignment.com](http://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 only keep your tag on your item, but will not damage the item upon the removal of the tag.
- Consignor understands that items marked for donation, and items left after pick-up is over, become the property of Just4Kids, to be distributed to charitable organizations at our discretion.
- Consignor agrees that only items marked for DISCOUNT will be sold at 50% on the ½ price sale day.
- Consignor understands that all items marked as “not for donation” that are not picked up during the scheduled pick-up time (3-7pm on November 5, 2018) will become the property of Just4Kids. Just4Kids is unable to store any items for later pick-up. No exceptions can be made.
- **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 if a .50 cent stamp is not provided at drop-off, that \$1.00 will be deducted from their proceeds check (so bring a stamp!! We’ll provide the envelope. We usually have stamps for sale at drop-off).
- 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 CPSC website at <http://www.cpsc.gov/en/Recalls/> for any possible recalls surrounding their consigned items, and have removed from sale any items that have been recalled. The Consignor understands that if they are found to have brought broken or incomplete items to the sale, they will be blocked from participating in future events. In no event will Just4Kids be liable, strictly or otherwise for direct, indirect, special or other damages that result from any product sold at the Sale.
- Consignor agrees to waive and release any and all claims of personal injury or any liability resulting from 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 60% of their total sales. Just4Kids shall earn 40% 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 30 days following the close of the sale.
- Consignor agrees to deposit/cash their earnings check within 90 days of receipt, and understands that lost checks will not be replaced without a Stop Payment being placed on the original. The cost for this is \$30, which will be deducted from the replacement check.
- Consignor agrees that no claims will be made against Just4Kids Consignment, LLC for any discrepancies involving items placed in the sale.
- Consignor understands that their \$12 registration fee (\$8 if Restock consigning) is non-refundable, and is for participation in this sale event only.

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

\_\_\_\_\_  
Consignor Signature/ Date

\_\_\_\_\_  
Print Name/ Consignor #