

Consignor Agreement
The Baby Owen Company, LLC
Operating As: O'Baby Children's Consignment Sale
April 17 - 21, 2012

New and/or Returning Consignors must read this Consignor Agreement in its entirety, agree to its terms, and register for our April 2012 sale BEFORE entering information for your tags.

By signing this agreement, you confirm that you agree to the terms stated below.

1. Consignors must bring a minimum of thirty (30) quality items in order to participate in the sale. All items will be inspected at drop off. Only quality items in excellent condition will be accepted.
2. Items checked in to an O'Baby Children's Consignment Sale must meet the following criteria or be subject to removal/disposal:

- Tagged with a bar-coded **card** generated by the MySaleManager.net software
- Prepared according to the guidelines on the website (www.obabysale.com)
- Meet current requirements of the Consumer Product Safety Commission (CPSC) and may not be included on any list of recalled items, contain any hazardous material or exceed lead standards of 600 parts per million (ppm). Consignors must check the following websites to ensure that they are in compliance; O'Baby Children's Consignment Sale will not be held responsible if consignor fails to meet these requirements:

<http://www.cpsc.gov/cgi-bin/prod.aspx>

<http://www.cpsc.gov/CPSCPUB/PUBS/thrift/thrguid.pdf>

3. Consignor agrees to indemnify and hold harmless Lorraine Warner, O'Baby Children's Consignment Sale and The Baby Owen Company LLC for any breach of this Agreement or any consumer product safety law or regulation which results in harm to any purchaser or user of the consigned items in question.
4. Consignors and Volunteers agree to waive any and all claims for personal injury resulting from participation in the sale from whatever cause against Lorraine Warner, O'Baby Children's Consignment Sale, The Baby Owen Company LLC, the lessors of the space where the sale is held, any volunteer or paid participants, or the insurer of O'Baby Children's Consignment Sale.
5. Consignor agrees to allow O'Baby Children's Consignment Sale to sell any and all items checked in to the sale. Consignor is solely responsible for entering each item and setting the sale price, printing tags, hanging items, and placing them in the proper designated areas at the sale during the designated "drop off" day/s.
6. Consignor will receive 70% of the sale price of all of their items (not including sales tax) minus an \$8.00 administration fee. If consignor elects to discount items at "1/2 off" those items will go on sale for 50% of the selling price during the half-price day or days advertised for this sale.

If consignor elects NO DISCOUNT your item/s will not go on sale for half-price at any time during the sale.

7. Consignor may pick up items that have not sold after the sale or elect to donate them to charity. Items marked "Donate" will either be sold for \$1 at the close of the sale (during the designated "pickup" day), with all proceeds to be given to charity OR donated immediately at the close of the sale. Items marked 'donate' will not be available after the final pickup day/time for this sale.

Note that all furniture and large items CAN NOT be marked donate, and must be picked up at the end of the sale.

Consignor gives consent to O'Baby Children's Consignment Sale to act on their behalf in donating any item not picked up to a non-profit charity. Any items not accepted by a non-profit charity will become the property of O'Baby Children's Consignment Sale.

8. A \$25 surcharge will be deducted from the profits of any consignor who indicates that they will pick up their left-over items and then neglects to do so during the designated "pick up" day and times. Any such items not picked up by the consignor shall become the property of O'Baby Children's Consignment Sale.

9. O'Baby Children's Consignment Sale will exercise reasonable care to ensure that all items checked in to the sale are not damaged, stolen or misplaced. Any items found without a tag during the sale will be placed in LOST & FOUND. Consignors are welcome to look through the lost & found area at the end of the sale for any misplaced items. **O'Baby Children's Consignment Sale will not assume liability or be held responsible for consignor's items.** Any items not claimed from Lost & Found will be donated.

10. Any items that are "missing" at pickup will not be reimbursed. Rather, all efforts will be made to locate any 'missing' items following the conclusion of the sale. We will assume that items that are not located were donated in error to one of the participating charities. Where possible, a donation letter will be issued to consignors for any "missing" items, to be used for tax purposes.

11. Consignor checks will be mailed to consignors within ten (10) business days after of the close of the sale. Please note that a **\$30 fee will apply** if a consignor check needs to be **reissued** for any reason.

I agree to the terms of this consignor agreement electronically or in writing, below:

Print Consignor Name: _____

Consignor Signature:_____

Consignor number:_____

Date:_____