



KidStuff Sale Seller Agreement

In consideration for the opportunity to participate in and profit from the KidStuff Sale Events, the undersigned seller understands and agrees to each of the following:

- I agree to read and following all instructional guidelines for participation as state on KSS website. _____
- I agree to allow KidStuff Sale, LLC (KSS) to sell all items checked into the sale. I acknowledge that KSS reserves the right to, at its sole discretion; remove any item from the sale at any time. Initial _____
- I agree to participate in the sale by following all requirements and guidelines as indicated on the Consignor tab of the KSS website. I have read and understand the directions in preparing for the event. Including best practices for preparing to pick up my unsold item at the end of the event. Initial _____
- I acknowledge my items offered to be sold are in good operating condition, with reasonable wear and tear, and are not defective, broken or damaged in any way. If an item is found to be other than described once purchased and is returned by a purchaser, I agree to refund purchaser and provide KSS its portion of the sale as a handling fee. Initial _____
- I know of no reason why any item offered for sale by me would cause injury to another. Initial _____
- I understand that prepaid registration fees are non-refundable and non-transferrable. Initial _____
- I acknowledge that no item is the subject of any pending or threatened recall notice or other consumer protection action and that I have reviewed the CPSC recall list and no items being consigned appear on such list. Initial _____
- I acknowledge that items remain my property until purchased by buyer. KidStuff Sale, LLC does not take title to nor risk of loss of any item being consigned. Initial _____
- I agree to pay KidStuff Sale 15-33% of the total sales amount in consideration for its work and services in coordinating, organizing, advertising and promoting the sale event. Initial _____
- I understand that all unclaimed items not picked up during designated pick up times noted on KidStuffSale.com, will be donated or sold to benefit a non-profit charity. Initial _____
- I agree to hold harmless and make no claim against KidStuff Sale, any sale Ambassador or paid participants in the sale for any damage, theft, or loss of any items consigned to KidStuff Sale. KidStuff Sale does not anticipate any thefts, damage or loss and takes every precaution to prevent them; however, I assume the risks of these events occurring by participating in the sale. Initial _____
- If I choose to sign up for a shift to help with the event. I understand that the commitment is made up the closing of the volunteer sign up system. I agree to pay a fee of \$25 PER SHIFT, plus an additional 10% of my proceeds deducted from my proceeds, if I fail to keep my commitment and do not arrange for a replacement option as stated on the KidStuff Sale website. Initial _____
- I agree to not set up in business as a direct competitor of KidStuff Sale, LLC within 75 miles of Louisville, Kentucky, U.S.A, for a period of 36 months (or 3 years). Initial _____
- I agree to accept/claim PayPal proceeds within 30 days of issuance. Initial _____
- Any and all provisions contained herein shall survive the Event.

I certify that I have read & understand each item in this agreement and will abide by its terms.

Seller Printed Name

Date

KidStuff Event / Season

Seller Signature

Seller Number

KidStuff Sale Signature