

Name: _____

Event Location: _____

Be Green Kids Consignments, Inc.
CONSIGNOR AGREEMENT & RELEASE

This Agreement is made between Be Green Kids Consignments, Inc. ("Be Green") and you ("Seller").

In consideration for the opportunity to participate and profit from the Be Green Kids Consignment event the Seller/Consignor has read, understands and agrees to the following terms and conditions:

1. The Consignor's items must have a total value of \$100 (based on sale price).
2. Only quality items in excellent condition with no defects should be offered for sale. The Seller is solely responsible for the quality, condition and fitness of all products they sell. The Seller is solely responsible for ensuring the sale items are in compliance with the guidelines and requirements of the Consumer Product Safety Commission and/or applicable industry standards. Be Green will NOT inspect the sale items for damage, defect, wear and tear or compliance with guidelines and requirements of the Consumer Product Safety Commission and/or applicable industry standards.
3. Seller agrees to create a product tag for all items using the www.myconsignmentmanager.com software and securely fasten tags to all items. Seller will accurately and completely fill out all item information for each tag.
 - a. Seller must choose the correct category for each item to ensure the items are taxed properly upon sale.
 - b. Seller agrees to discount item if the item is marked for donation at the end of sale. The MyCM Inventory system will automatically mark an item for discount if the item is marked for donation.
 - c. Seller agrees to clearly describe item in the description area so that item can be properly be searched for in the event system if the tag is removed, damaged or falls off of item.
4. If seller selects "Discount" in the www.myconsignmentmanager.com online inventory system while creating a tag for an item, the unsold item will be offered for sale on the last day at 50% of the original sale price.
5. Seller agrees to neatly hang all items as instructed on the www.begreensale.com website and place them in designated areas as per instructions of the Be Green staff during their drop-off appointment.
6. Be Green is not responsible for any lost, stolen or damaged sale items. Seller acknowledges the possibility of such occurrences and is choosing to proceed in consignment sale and Seller accepts all risk for lost, stolen or damaged items. Any items found without a tag during the sale will be placed in a Lost & Found and sellers can examine the Lost & Found at the end of the sale. Any items not claimed from Lost & Found will be donated to charity. Seller agrees to hold harmless and make no claim against Be Green, Alison Murphy, Meredith Brown, the

lessor/lessee or owner of the space where the sales event is held, any and all volunteers and/or paid participants of Be Green. The above parties are released from liability for any and all claims for damaged, stolen, or lost items.

7. Seller agrees to indemnify and hold harmless Be Green, its owners, shareholders, agents and employees, Alison Murphy and Meredith Brown and further agrees to make no claim or cross-claim against Be Green, its owners, shareholders, agents and employees, Alison Murphy and Meredith Brown the lessor/lessee or owner of the space where the sales event is held, for any and all claims of personal injury and/or products liability stemming from the sellers participation in the consignment sale.
8. The Seller agrees to indemnify and hold harmless Be Green, its owners, shareholders, agents and employees, Alison Murphy and Meredith Brown for any and all claims of personal injury and/or products liability brought by third-parties relating to the purchase and/or use of a sale item(s).
9. Seller will receive 60% of the sales price of all items that sell, unless otherwise stated in sales promotions, volunteering commitments, or Be Green's discretion.
 - a. Sellers who volunteer and complete one 4-hour shift will receive 65% of their sales. By volunteering for one 4-hour shift, consignors earn 65% of their total. By volunteering for two 4-hour shifts, volunteers earn 70% of their sales total. By volunteering for three 4-hour shifts, volunteers earn 75% of their total. If Seller signs up to volunteer and does not complete the volunteer obligation, Seller will then receive only 60% of sales.
10. Be Green will act with diligence to mail the Seller checks within 1 month after the sale.
11. Seller is obligated to pick up any unsold items that are NOT marked for donation between 4:30pm and 5:30pm on the last day of the sale. Any unsold items that are not picked up on the last day by 5:30pm will be donated to charity. Be Green will not store, warehouse, or maintain any items after end of the sale.
12. For a period of 2 years after the effective date of this Agreement seller will not directly or indirectly engage in any business that competes with Be Green. This covenant shall extend for a radius of 25 miles of the events present location.

By signing, I have read and understand the terms of the Consignor Agreement and Release form.

Signature

Date

Print Name

Consignor Number

