

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 Sale the Seller/Consignor has read, understands and agrees to the following terms and conditions:

1. Consignor must bring a minimum of twenty (20) items with the total value of at least \$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 and the description for each tag.
4. 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.
5. 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.
6. 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.
7. 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).

8. 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. 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. Be Green will act with diligence to mail the Seller checks within 1 month after the sale.
9. If seller selects “Discount” in the www.myconsignmentmanager.com online inventory system while creating a tag for an item, that unsold item will be offered for sale on the last day at 50% of the original sale price.
10. Any unsold items that are not picked up on the last day by 4pm will be donated to charity. Be Green will not store, warehouse, or maintain any items after end of the sale.

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

X _____
Signature Date

Print Name Consignor Number