

Upscale Kids Consignment Sale Consignor Agreement Spring 2010

Consignor and Upscale Kids Consignment Sale (The Happy Closet, Inc.) hereby agree:

Consignor appoints Upscale Kids Consignment Sale to act as agent to sell your new or nearly new clothing, toys, furniture and accessories and all goods new or used as listed herein.

The Consignor has delivered to Upscale Kids Consignment Sale the listed merchandise and Upscale Kids Consignment Sale agrees to accept possession of such merchandise upon the following terms and conditions:

Consignor agrees to set the price for each item and whether or not it should be discounted at the half price sale.

Upscale Kids Consignment Sale agrees to pay Consignor 70% of the total sales amount (75% if volunteering two, two hour shifts, 80% if volunteering four, two hour shifts or 50% if using the drop and go option) and Upscale Kids Consignment Sale will receive the remainder as a consignment fee for each item that is properly tagged by the Consignor and sold by Upscale Kids Consignment Sale.

Consignor agrees that items with no consignor tag will be placed in a lost and found area at the end of the sale. Any items not claimed from lost and found will be donated to a charity of Upscale Kids Consignment Sales choosing.

Upscale Kids Consignment Sale agrees to accept possession of the merchandise from Consignor and to hold and care for the same property of Consignor, it being agreed that the title to the merchandise is vested in Consignor, and except as set forth herein, such merchandise shall be at all times subject to and under the direction and control of Consignor. Upon the sale of any merchandise, the title to the merchandise shall pass directly from Consignor to such person or persons to whom the same shall be sold in the manner and in accordance with the terms contained in this agreement.

Consignor represents and warrants that he/she is the lawful owner of the merchandise and that the merchandise is free from all liens and encumbrances. Furthermore, Consignor represents that he/she has the right to sell the merchandise and that Consignor will warrant and defend that sale of the merchandise against the lawful claims and demands of all other persons claiming an interest in the sale.

Upscale Kids Consignment Sale reserves the right to remove any items from the sale due to wear, poor condition, stains or item being listed on "items we don't allow" list.

All clothing and merchandise will be inspected for stains, rips, tears or obvious signs of use. All furniture and other items must be clean or absent of obvious wear or damage.

Consignor acknowledges that Upscale Kids Consignment Sale provides for pick up of any unsold items after the sale. Consignor agrees to pick up said items no later than 3:00 pm on March 6, 2010. ALL ITEMS NOT PICKED UP BY 3PM ON THE LAST DAY OF THE SALE WILL BE DONATED TO CHARITY(unless there is a prior written agreement between consignor and Upscale Kids Consignment Sale). Upscale Kids Consignment sale cannot hold items beyond this allotted time.

Consignor herein covenants and agrees to indemnify, defend and hold harmless Upscale Kids Consignment Sale, its owners, volunteers or participants, from and against all claims, costs and expenses resulting from any claim, demand or cause of action arising from any injury to any person or damage to property, occurring as a result of participation in the sale.

Childrens toys, shoes and accessories must be new or gently used with all zippers in working order. All clothes must be free of spots and stains, laundered and ironed if necessary and on hangers.

Consignor agrees to hold harmless, indemnify and release Upscale Kids Consignment Sale from any liability arising from the loss or damage to the merchandise. Consignor agrees to take any and all risk of loss, damage or destruction of any Consigned merchandise by any cause or for any reason including natural disasters, fire and or theft. Consignor hereby releases and discharges Upscale Kids Consignment Sale from any loss or damage to the merchandise whatsoever.

All checks for transactions completed will be mailed within one weeks of the end of the sale. Consignor agrees to cash checks issued as proceeds from the Sale within 60 days.

**Consignor has reviewed recalled items on the CPSC website:
www.cpsc.gov/cpsclist.aspx and testifies that none of the items being submitted to Upscale Kids Consignment Sale has been recalled and meets with the CPSC standards for children's products.**

This agreement shall be construed pursuant to the laws of the State of Florida, and represents the entire agreement between the parties and shall not be modified other than by written amendment signed by both parties. In the event of a dispute arising from this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs up through and including any appellate action.

Signature_____ Date_____

Print Name:_____ Consignor #_____

Upscale Kids Consignment Sale (The Happy Closet, inc)
P.O. Box 2262, Ponte Vedra Beach, FL 32004