

Valley Kids Consignment Sale, LLC

Consignor Agreement and Release

As a condition of my participation as a Consignor in the Valley Kids Consignment Sale, the undersigned Consignor has read, understands and agrees to the following terms and conditions:

1) Valley Kids Consignment Sale, LLC will take all reasonable precautions to prevent loss, damage, or theft. However, Consignor acknowledges the possibility of such occurrences and, nevertheless, chooses to proceed in the consignment with Valley Kids Consignment Sale, LLC.

2) Consignor agrees to hold harmless and release Valley Kids Consignment Sale, LLC, Christine Soderlund, Vicki Lopez, the leaser and/or owner of the premises where the consignment sales event is held, any and all volunteers and/or paid employees and agents of Valley Kids Consignment Sale, LLC. This release includes all claims for damaged, stolen, or lost consigned items as well as all personal injuries and property damage claims against the aforesaid persons and entity.

3) The release described above is not limited to matters which are now known by the Consignor as Consignor hereby waives all rights and benefits he/she may have by virtue of Section 1542 of the Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Consignor hereby acknowledges that factual matters now unknown to him/her may give rise to claims or rights now unknown to him/her, but in light of this realization, Consignor intends to release and discharge each of the above-described parties from such unknown claims and causes of action related to this consignment event.

4) Valley Kids Consignment Sale, LLC reserves the right to remove any items from the sale due to wear, poor condition, stains or recall safety concerns.

5) Consignor agrees that all clothing for this particular sale is clean, and gently worn, free of stains, tears, and excessive wear. All toys and battery operated items must be in working condition with no missing parts. Any clothes or toys that Valley Kids Consignment Sale, LLC determines are not consignable will be returned to me during drop-off day. Each Consignor must have a minimum of 15 items to sell in order to participate. But there is no limit so you may bring as many items as you'd like. All items

must be appropriately tagged and prepared as directed on www.valleykidsconsignment.com. Each consignor is completely responsible for proper tagging and ensuring that each tag is securely attached to each item. This does not apply if you have signed up for our VIP Service.

6) Consignors will receive 65% of the sales price of their merchandise that sells. Consignors who volunteer and complete one 3-hour work shift will receive 70% of their sales. If Consignor signs up to volunteer and does not complete the volunteer shift, Consignor will then receive only 65% of sales. Valley Kids Consignment Sale, LLC will act with diligence to mail Consignor checks out no later than 2 weeks after the sale.

7) Consignors who sign up for our VIP Service will receive 45% of the sales price of their merchandise that sells.

8) Consignor agrees that all items tagged "Discount" will be sold on the last day of the sale for 50% of its price marked on the tag.

9) Consignor agrees that any items marked "donate" will be donated to charities. Any items that are not picked up by the designated pick-up time on the last day become the property of Valley Kids Consignment Sale, LLC and may be donated.

10) Consignor agrees that no claims will be made against Valley Kids Consignment Sale, LLC; Christine Soderlund or Vicki Lopez for any discrepancies involving items consigned at the sale.

11) Consignor agrees that items with missing tags may be sold at Valley Kids Consignment Sale, LLC's discretion, which may be exact, below, or over the Consignor's predetermined selling price. All sales transactions will be conducted with intent to benefit the Consignor. Valley Kids Consignment Sale, LLC will search inventory descriptions of items with missing tags in order to credit sale profits to the Consignor.

12) Consignor agrees that all items meet current requirements of the Consumer Product Safety Commission (CPSC) and are not included on any list of recalled items, contain any hazardous material or exceed lead standards of 300 parts per million (ppm). Consignors must check the following website to ensure that they are in compliance; (<http://www.cpsc.gov/cgi-bin/prod.aspx>). Valley Kids Consignment Sale, LLC will not be held responsible if Consignor fails to meet these requirements. Any items found to be on any list of recalled items on the sales floor will be removed from the sales floor and Consignor will be responsible to pick up said item(s) at the conclusion of the sale. If said item(s) are not picked up by Consignor, these items will be disposed of by Valley Kids Consignment, LLC.

13) All items consigned to Valley Kids Consignment Sale, LLC are at the sole risk of the Consignor. Consignor agrees that he/she shall assume and bear all risks regarding consigned items, and will hold Valley Kids Consignment Sale, LLC; Christine Soderlund,

Vicki Lopez, the leaser and/or owner of the premises where the sales event is held, volunteers and/or paid participants of Valley Kids Consignment Sale, LLC exempt from any and all liability. Should items be lost, stolen or damaged, Valley Kids Consignment Sale, LLC is not responsible to compensate the Consignor for the items.

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

X _____
Signature Date

Print Name Consignor Number