

# TOT TRADE® Consignor Agreement

Name: \_\_\_\_\_ Consignor # \_\_\_\_\_

I understand and agree that Tot Trade®, its owners or volunteers, is not responsible for fire, loss, theft, or damage to my items. By participating in the sale, I will assume the responsibility of all of these risks and risks of loss.

I understand that I will be charged a \$9.50 fee, and 35% of my gross sales for participation in the Tot Trade® event.

Pick-up of my unsold items is September 18th, Sunday evening, 5:00pm-8:00pm.

I understand that failure to pick-up my unsold items by the end of this scheduled time will result in immediate donation of such items to the charity (ies) chosen by Tot Trade® and that there is no possibility of retrieving my items after the designated pick-up time expires. If I am unable to pick up my unsold items I am allowed to send a representative to pick them up for me and Tot Trade® may release my items to the representative without liability or responsibility to me.

I acknowledge that Consignor is the owner of the items to be sold and has authority to sell said items; that each item is in good operating condition, normal wear and tear expected, and is not defective, broken, or damaged in any way; that any repairs made to an item have been made in accordance with the original manufacturer's warranty program; that each item complies with applicable law; that no item presented for sale is the subject of any pending or threatened recall notice or other consumer protection action and that Consignor has checked each item on the website referenced in the Tot Trade material—[www.cpsc.gov](http://www.cpsc.gov)- to confirm that items are in compliance.

I understand that it is unlawful to sell recalled products and the sale of recalled products could also carry civil and/or criminal penalties. I will check the CPSC website ([www.cpsc.gov](http://www.cpsc.gov)) for information on recalled products before delivering them to Tot Trade® My items will not violate these requirements.

I will be responsible for and indemnify, defend, save and hold harmless Tot Trade® and its members, officers, directors, employees, and agents, representatives, successors and assigns of and from any and all liability, loss, damage, cost, penalty, expense (including attorney's fees and related costs) arising out of or connected with the sale of offering for sale of my items, or any claim that my items are recalled products and/or contain levels of lead or other chemicals in violation of laws or regulations for children's items.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS.

If you have had a change of address or email since last season's sale please provide us with the current information.

Address:

Email:

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**Signature of Consignor (or consignor's representative)**  
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**Print Name of Consignor**