

Just Like New Consignment Agreement

PLEASE READ CAREFULLY AND SIGN BELOW

THIS CONSIGNMENT AGREEMENT IS MADE BETWEEN _____ (THE "CONSIGNOR") AKA _____ (CONSIGNOR NUMBER) AND **JUST LIKE NEW (JLN) THE CHILDREN'S & MATERNITY CONSIGNMENT EVENT - LLC "Just Like New"**

IT IS AGREED AS FOLLOWS:

1. Consignor agrees to allow **Just Like New** to act on your behalf in order to sell any or all items checked in to a **Just Like New** Consignment Event. The Consignor is responsible for tagging each item and setting the selling price. A "Discount-No" on the tag will indicate the item **not** be discounted at the Half-Off sale.
 - o Each item offered for sale by the Consignor is in good operating condition **with** good batteries (if applicable), reasonable wear and tear expected, and is not defective, broken or damaged in any way, and not subject to recall. Willing violators of this policy will be forever banned from JLN.
 - o Consignor confirms and agrees that they will review The Consumer Product Safety Commission's (CPSC) website within one week of the sale, <http://www.cpsc.gov> to ensure that the items consigned are **NOT** recalled or in anyway in violation of current CPSC guidance.
2. **Just Like New** agrees to pay Consignor 70% of the total sales amount for their items. Consignor understands that an additional eleven-dollar (\$11) administrative fee is deducted from their share. **Just Like New** will mail checks within 14 days from the conclusion of the sale. Consignor agrees that they will cash their Just Like New Proceeds check within 90 days of check issue date.
3. By appearing in a public venue as a shopper, consignor or volunteer, **Just Like New** has my permission to use my image in any Just Like New publicity avenue they choose.
4. Consignor gives consent to **Just Like New**, to act on their behalf in donating any items that are not picked up by the end of the designated pick-up period to a non-profit charity. All items with a "Helping Hand" on the tag's lower left hand corner, denotes item as "donation". Any item marked for DONATION, will also automatically be marked for Half Off discount. If it does become a donation item, your Donation Report will reflect full tag value. The pick-up period can be found on the website at www.JustLikeNewKids.com
5. Consignor understands that beginning February 10, 2009, children's products cannot be sold in the United State if they contain more than 600 parts per million (ppm) total lead or if they contain more than 0.1% of certain specific phthalates. Consignor understands that these standards are part of the Consumer Product Safety Improvement Act and agrees their items will not violate these requirements. Consignor understands that sellers of children's products in violation of these requirements could face civil and/or criminal penalties.
6. Consignor will be responsible for, and indemnify, defend, and hold harmless **Just Like New** and its members, officers, directors, employees, and representatives of any and all liability, loss, damage, cost, penalty, expense (including attorney's fees and related costs) arising or connected with the sale of, or offering for sale of items, or any claim that items are recalled products and/or contain levels of lead or other chemicals, in violation of laws or regulations for children's items.
7. Consignor agrees to **hold harmless and make no claim against Just Like New**, the lessor of the space where the sale is held, any volunteer or paid participants in the sale, or the insurer of **Just Like New** for **any damage, theft or loss** of any items consigned to **Just Like New**. Consignor assumes the risks of these events occurring by participating in the sale.
8. Consignor or volunteer agrees to **waive any and all claims for personal injury** resulting from participation in the sale from whatever cause against **Just Like New**, the lessor of the space where the sale is held, any volunteer or paid participants, or the insurer of **Just Like New**.
9. This agreement will remain in force for any future **Just Like New** sales unless cancelled in writing by either party and delivered to the other party. This agreement replaces any and all other previous agreements in effect.

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

SIGNATURE OF CONSIGNOR

DATE

BY: _____
PRINTED/SIGNED NAME OF JUST LIKE NEW OPERATING MEMBER

DATE