

Kinder Closet Resale, Inc.

Consignment Agreement

Please read the information contained in this Agreement.

- **All item accepted for consignment must be clean, in working order, and free from recall.**
- We only consign designer, better name brand, and matched size/brand outfits in excellent condition.
- Clothing is generally accepted according to the buying season and availability of space.
 - Spring: January – March
 - Summer: March – June
 - Winter: October – January
 - Fall/Back-to-School: July - September
- Toys & Games (books, DVD, etc) must be clean, complete, and well-cared for.
- **Items without batteries cannot be consigned.**
- Furniture, Baby Gear & Accessories must meet current Federal Safety Standards.
 - All baby gear must have a manufacture date within the last six years and include manufacturer's model number and date so that we may verify the item is not on recall.
- Insurance for consigned goods is NOT provided. ***Please check your Homeowner's Insurance policy for terms of coverage.*** Kinder Closet is not responsible for loss of consigned articles through fire, theft, vandalism or natural disaster.
- **The consignment period is 60 days. At the expiration of the 60 day consignment period, all items become the property of Kinder Closet. No phone calls will be made.**
- Pricing of consigned items is determined by Kinder Closet. Price of items not sold within 30 days will be reduced 20%.
- When items sell, 50% of the final sale price will go to the consignor, 50% will go to Kinder Closet.
- Payment for Monies due to the consignor must be picked up at the store. Payments not picked up within 30 days of sale become the property of Kinder Closet. **No phone calls will be made.**

The following offer and acceptance procedures will apply (the legal stuff):

- Throughout this agreement, all references to "we," "our" and "us" refer to Kinder Closet, Inc., and all references to "you" and "your" refer to the Customer.
- If you leave items with us, we will call you with our acceptance offer (unless Drop & Run is selected below). If we do not hear back from you within 48 hours, no additional phone calls will be made, and acceptable items will be placed on consignment. If we reject any items presented, or if for any reason you do not hear from us, **all items not accepted for consignment must be picked up within 48 hours after the items have been presented to us or they will become the property of Kinder Closet. If we cannot contact you within 48 hours, no additional phone calls will be made.**

Customer represents and states that he/she is the owner of all goods placed for consignment and that the goods are saleable and/or free and clear of liens or other claims. Customer also understands that Kinder Closet reserves the right to reject any item brought in, at any time, for any reason. **If items remain after the consignment period ends, all items become the property of Kinder Closet.**

- Drop & Run:** Place acceptable items on consignment & donate the rest. After 60 days, remaining items become the property of Kinder Closet. No phone calls will be made.
- I'll be back** ...within 48 hours of notification to review my offer and pick up any remaining items. If I do not respond within 48 hours, all acceptable items will be placed on consignment, and remaining items will be donated. After 60 days, remaining items become the property of Kinder Closet. No phone calls will be made.

Name _____ Phone _____

Address _____ City, State, ZIP _____

Email (optional) _____

I have read the above contract and agree to the terms.

Signature _____ Date _____

KC Rep _____ Date Complete _____ Time Called/Notes _____