

# TOT TRADE® Consignor Agreement

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

I understand and agree that Tot Trade® 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 \$9.44 fee, and 35% of my gross sales for participation in the Tot Trade® event. I understand I will be asked to make a \$1.00 donation to the charity (ies), that Tot Trade® is sponsoring. It is my choice whether to donate or not.

Pick-up of my unsold items is March 24th, Wednesday 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 understand 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 and that certain children's products manufactured on or after February 10, 2009 cannot be sold if they contain more than 0.1% of certain specific phthalates or if they fail to meet new mandatory standards for toys. I understand that these standards are part of the Consumer Product Safety Improvement Act. My items will not violate these requirements. I understand that sellers of children's products in violation of these requirements could face civil and/or criminal penalties.

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 our 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.

I understand Tot Trade is 'Going Green.' In the future I prefer to receive sale information in this manner.

Check one:

Postcard Mailer       Email

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

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**Print Name of Consignor**