

## Bella Treasures Consignment Agreement 05/10

In consideration for the opportunity to participate in and profit from the **Bella Treasures Event**, please read and acknowledge your acceptance of the following Terms of Agreement.

### IT IS AGREED AS FOLLOWS:

1. Consignor agrees to allow **Bella Treasures** to sell any or all items checked into a Bella Treasures consignment sale. The Consignor is responsible for tagging each item and setting the selling price. If No Discount is on your preprinted card your item will NOT go 1/2 price on Saturday, May 15, 2010.
2. **Bella Treasures** agrees to pay Consignor 60% of his/her total sales unless otherwise stated in volunteering commitments. Consignor agrees to pay a non-refundable \$10.00 participation fee. This fee may be refunded according to the referral program. **Bella Treasures** will mail out consignor checks on or before June 1, 2010.
3. Consignor gives consent to **Bella Treasures** 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. The pick-up period is Saturday May 15, 2010 from 3:00pm-4:00pm. Items marked with a "X" will be donated and will NOT be available for pickup after the sale.
4. Consignor agrees to hold harmless and make no claim against **Bella Treasures**, the lessors of the space where the sale is held, any volunteer or paid participants in the sale, or the insurer of **Bella Treasures** for any damage, theft or loss of any items consigned to **Bella Treasures**. Consignor assumes the risks of these events occurring by participating in the sale.
5. Consignor or Volunteer agrees to waive any and all claims for personal injury resulting from participation in the sale from whatever cause against **Bella Treasures**, the lessors of the space where the sale is held, any volunteer or paid participants, or the insurer of **Bella Treasures**.
6. Consignor agrees that any items found WITHOUT A CARD during the sale will be placed in Lost and Found. Sellers may look through these items at pick up for identification. Any items not identified during that time will be donated after the pick-up period is over.
7. Consignor agrees they have checked the CPSC website at www.cpsc.gov to ensure all toys they are consigning meet the CPSC requirements for lead. It is unlawful to sell products that exceed 600 parts per million (ppm) total lead. The Consignor agrees this same site has been checked for recalls on all inventory. **Bella Treasures** will not be held responsible if the consignor fails to meet these requirements. The consignor agrees to indemnify and hold harmless **Bella Treasures** for any breach of this law which results in harm to any purchaser or user of the toys in question.
8. Consignor agrees that filling out the fundraising section will result in **Bella Treasures** writing a check for 100% of the consignor's profits to the designated school/organization of choice. Consignor agrees to have the check sent to his/her home to be forwarded to the designated school/organization.
9. Consignor agrees that if they register to consign and then decide not to participate they must unregister by Sunday, May 9, 2010 or they will be prohibited to consign at the Fall 2010 sale.

This agreement will remain in force for the **Bella Treasures** sale unless cancelled in writing by either party and delivered to the other party.

Make check payable to the following school/organization \_\_\_\_\_

X	X	
_____ Consignor/Volunteer Name (Please Print)	_____ Consignor/Volunteer Name (Please Print)	_____ Consignment #