

**Duds for Doodlebugs Semi-Annual Children's Consignment Sale
Consignor and Volunteer Agreement and Release from Liability**

In consideration of participation and profit from the Duds for Doodlebugs Semi-Annual Children's Consignment Sale (hereinafter DFD) event, the undersigned consignor understands and agrees to the following Terms and Conditions:

1. I agree to allow DFD to sell all items checked into the DFD Sale. I acknowledge that DFD reserves the right to, at its discretion, remove any item from the sale at any time. I agree that any item missing a tag becomes the property of DFD.
2. I agree to hold harmless and make no claim against DFD, its owners, lessors and/or owners of the space where the sale is held, any volunteer and/or paid participants in the DFD Sale, for the damage, theft, or loss of any items consigned to DFD. DFD does not anticipate any thefts, damage, or loss and takes every precaution to prevent them; however, occasionally these events may occur and the consignor assumes the risks of these events by participating in the sale.
3. I agree to waive any and all claims for personal injury resulting from participation in the DFD Sale from whatever cause either foreseen or unforeseen against DFD, its owners, the lessors and/or owners of the space where the sale is held, and/ or any volunteer or paid participants in DFD Sale.
4. I have checked all my items for recalls and each item complies with applicable law, and no item is the subject of any pending or threatened recall notice or other consumer protection enforcement action. I know of no reason why any item offered for sale would cause injury to another.
5. I understand that DFD will not accept any handwritten changes on any tag.
6. I agree that all items marked "Discount: Yes" on the printed tag will be offered for sale at 50% off the listed price during the discount sale days.
7. I agree to pay DFD up to 40% of the total sales amount (depending upon volunteer hours) for my items in consideration for its work and services in coordinating, organizing, and promoting the sale and providing a venue in which such sale may occur.
8. I agree that any items marked "Donate: Yes" which did not sell will be donated to the charity of DFD's choice.
9. I understand that if my unsold items marked "Donate: No" are not picked up during the scheduled pick-up times ending Monday, March 29, 2010 at noon, the items become the property of DFD to sell or donate as they see fit.
10. I understand that if I do not pick up my check during pick-up, March 28, 3pm-8pm, March 29, 9am-noon, the check will be mailed to me within 2 weeks at the address listed for my consignor number. I understand that it is my responsibility to verify my address, and if my address is not correct, my check may be delayed by weeks, possibly months and I will have to pay a stop-payment fee for the original check.
11. By initialing here, I authorize DFD to release my check and items during pick-up to anyone claiming to represent me who has my consignor number and I agree to hold DFD and its agents harmless for any loss resulting from same. _____ I agree that if I do not initial here, my check and items will not be released to anyone but me.
12. I would like to donate _____% of my profits and/or \$_____ from my consignor commission check to the Blaire E. Batson Children's Hospital in Jackson, MS, the only children's hospital in MS. I understand that DFD will deduct this amount from my check and pay them directly on my behalf.

In consideration of participation and profit from the Duds for Doodlebugs Semi-Annual Children's Consignment Sale (hereinafter DFD) event, the undersigned volunteer understands and agrees to the following Terms and Conditions:

1. I understand that I am a volunteer and I will not be paid for my time or services.
2. I agree to work the volunteer shifts I have signed up for.
3. I agree to contact a Duds for Doodlebugs team member at least 24 hours in advance of my volunteer shift if I cannot fulfill my obligation.
4. I understand that I cannot bring my child/children during my volunteer shift.
5. I agree to hold harmless and make no claim against DFD, its owners, lessors and/or owners of the space where the sale is held, any volunteer and/or paid participants in the DFD Sale, for the damage, theft, or loss of any personal property during my volunteer shift.
6. I agree to waive any and all claims for personal injury resulting from my participation as a volunteer in the DFD Sale from whatever cause either foreseen or unforeseen against DFD, its owners, the lessors and/or owners of the space where the sale is held, and/ or any volunteer or paid participants in DFD Sale.
7. I understand and agree that volunteer categories and benefits are as follows:
20 for 20: Volunteer 20 approved* hours and receive an additional 20% of the sales price for a total of 80%; shop first, Mar 23rd at 11 a.m.
15 for 15: Volunteer 15 approved* hours and receive an additional 15% of the sales price for a total of 75%; shop early, Mar 23rd at noon.
10 for 10: Volunteer 10 approved* hours and receive an additional 10% of the sales price for a total of 70%; shop early, Mar 23rd at 1 p.m.
6 hours: Volunteer 6 approved* hours and receive an additional 5% of the sales price for a total of 65%; shop early, Mar 23rd at 2 p.m.
3 hours: Volunteer 3 approved* hours and shop early, Mar 23rd at 2 p.m.
* All volunteer hours must be approved by volunteer coordinator, Kelly Vera. Food item donations do not count toward 20 for 20, 15 for 15 or 10 for 10 hours.

I CERTIFY THAT I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS CONSIGNOR AGREEMENT AND RELEASE. ADDITIONALLY, IF I AM A VOLUNTEER, MY SIGNATURE BELOW INDICATES I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE VOLUNTEER TERMS AND CONDITIONS.

Signature

Printed Name

Date

Phone Number

Consignor Number