

CONSIGNMENT AGREEMENT

It is agreed that:

- 1. I have voluntarily delivered certain items (the 'Consigned Items') to the business known as To Be Continued ('TBC') and requested that TBC display such items for sale at TBC s premises for a period of 60 days (the 'Term').
- 2. In the event my Consigned Item(s) is sold, I shall receive 40% of the net sale price thereof (excluding taxes and any marketing fee, surcharge or premium charged by TBC to the purchaser) ('Consignor Fee'). Under no circumstances shall any of the proceeds, including the Consignor Fee, received by TBC on account of the sale of any Consigned Items be considered trust proceeds for the benefit of the undersigned or any other third party, and TBC shall not be required to hold such funds separate and apart from its general receipts.
- 3. It is my responsibility to remember my contract end date and to keep in contact with To Be Continued regarding the sale or pick up of my items.
- 4. TBC is responsible for determining the sale price of Consigned Items, in its sole and absolute discretion, which price may be adjusted by TBC from time to time as TBC deems appropriate.
- 5. TBC may elect to discard or refuse to sell any Consigned Item for any reason whatsoever, and shall not be liable to the undersigned for any loss or damage in the event the undersigned's Consigned Items are so discarded or rendered unsaleable.
- 6. I agree to pick-up my Consigned Item(s) no later than 4 days from the expiration of the Term, failing which TBC may discard items(s) or sell same for TBC`s own account, in any case without being liable to me for any cost, loss or damage.
- 7. All Consigned Items must remain at TBC's premises during the duration of the Term.
- 8. Store credit in the amount owed to me may be used at any time. Payment made by cash or cheque must be requested 24 hours in advance.
- 9. To Be Continued assumes no responsibility for loss or damage to merchandise accepted for consignment by fire, theft, accident or any other cause.
- 10. Any money owing to me that has not been claimed after a 2 year period of inactivity in my account will become the property of To Be Continued.

I attest to the ownership of all consigned merchandise and agree to the above terms by signing below:

| NAME: | | |
|---|--------------|-------|
| ADDRESS: | | |
| CITY: | POSTAL CODE: | |
| HOME PHONE: | WORK PHONE: | CELL: |
| EMAIL: | | |
| If some of my items are not accepted for sale, I would like to have them: \Box Donated \Box Saved | | |
| DATE: | SIGNATURE: | |

Thanks to you, we offer only the best previously owned children`s and family attire, toys and infant equipment. We appreciate being your partner in consigning!