

Fall 2010

Half-Pint Resale Consignor Agreement

Consignor# _____

Consignor

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

ITEM PICK-UP

_____ **Yes - I certify that I will be picking items up after the sale.** I understand that if I certify below that I, or a stated representative, will be picking items up, but do not return pick them up during the designated time, that I will be assessed a \$20 sorting fee. If the items are picked up during the designated time, no sorting fee will be assessed.

_____ I have left a bin (plastic only, no cardboard boxes or bags permitted), that clearly states my consignor number (in black marker only, on tape or written directly on the bin) on the outside of the short end of the bin, and on the inside of the opposite short end of the bin. My phone number and last name are also marked on the bottom of the bin.

_____ is permitted to pick up my unsold items and check during the specified pick-up time post sale. (Insert name(s), if applicable)

_____ **No, I will not be picking up items during the stated pick-up time and have not left anything that needs to be returned.**

I have left a Self-Addressed Stamped Envelope (SASE).

_____ Yes

_____ No, and I will be charged \$1 (subtracted from my consignor check)

Please print your name and initial here to verify that you have read and agree to the following information:

Name _____ Initials _____

In consideration for the opportunity to participate in and profit from Half-Pint Resale Consignment Sale, the undersigned seller agrees to the following:

1. Seller agrees to hold harmless and make no claim against Ellen Carlson and Lisa Seidel, the lessors or owners of the space where the sale is held, any volunteer or paid participants in the sale, or the insurers of Ellen Carlson, Lisa Seidel, or Half-Pint Resale for the damage, theft or loss of any items consigned to Half-Pint Resale. Half-Pint Resale does not anticipate any thefts, damage, or loss but these events may occur.
2. Seller agrees to waive any and all claims for personal injury resulting from participation in Half-Pint Resale from whatever cause either foreseen or unforeseen against Ellen Carlson, Lisa Seidel, Half-Pint Resale, the lessors or owners of the space where the sale is held, any volunteer or paid participants in Half-Pint Resale, or the insurers of Ellen Carlson and Lisa Seidel.
3. Seller verifies that he/she is the owner of the items to be sold, and has full authority to sell the items offered.
4. Seller agrees that each item offered for sale is in good operating condition, and is not defective, broken or damaged in any way. Any repaired item was repaired by the original manufacturer or in accordance with the original manufacturer's warranty program; 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; and knows of no reason why any item offered for sale would cause any injury to another.
5. Seller agrees that items that are deemed inappropriate for the sale by Half-Pint representatives but are missed and not pulled during the check-in process, may be pulled from the sale prior to and during the sale.
6. Seller agrees that a bin/container left at Half-Pint Resale may be used by Half-Pint for purposes of display, and otherwise, during the sale.
7. Seller agrees that, while there is no item limit for consigning at this time, if Half-Pint representatives deem that there are too many items in total to display at once, or that any one consignor has significantly more items than other consignors and therefore isn't leaving enough space for others consignors to display, items may be rotated onto the sale floor throughout the sale.
8. Seller agrees that on the last day of the sale all unsold items will be sold for half of the price originally designated by the seller, discluding items that are on GREEN tags and priced \$75 or more. Items that are not clearly marked as being excluded from the half-price sale (following both of these requirements) WILL be sold for half-price.
9. Seller gives permission that items with no price indicated on the tag will be sold at a fair market price to be determined by the opinion of Ellen Carlson or Lisa Seidel, or other Half-Pint representative. Seller agrees to accept this pricing as final.
10. Seller agrees that it is their responsibility to execute accurate and proper use of their unique consignor number and should this not be the case, Half-Pint Resale is not responsible for any resulting errors data collection.
11. Seller agrees that any item that is not sold and that does not clearly have an X through the D on the tag will become property of Half-Pint Resale (no other denotation will be honored). Seller also agrees that any items not picked up at the end of the designated pick-up period will become property of Half-Pint Resale. Items deemed appropriate for reuse will be donated to a charity designated by Half-Pint representatives.
12. Seller agrees that items with no seller code on the tag will be sold under code 100NO. Proceeds from these sales will be split equally amongst all consignors.
13. Seller agrees that all items with no tag will be sold under code 100NO. Proceeds from these sales will be split equally amongst all consignors.
14. Seller agrees that no claims will be made against Ellen Carlson, Lisa Seidel, or Half-Pint Resale for any discrepancies involving items placed in the sale.
15. Seller agrees to cash checks issued as proceeds from the sale within 30 days. Seller proceed checks will be mailed within 10 business days following the sale.
16. Seller agrees that the distribution of proceeds from the sale of each item will be as follows: **Seller will receive 70% and Half-Pint Resale will retain 30%. Seller also agrees that a \$5 consignment fee will be subtracted from proceeds. Seller agrees that \$1 will also be subtracted from the check if a self-addressed stamped envelope (SASE) is not provided at check-in.**
17. By appearing in a public venue as a shopper, consignor, or volunteer, Seller agrees that Half-Pint Resale has my permission to use my image in any Half-Pint Resale publicity avenue they choose.