

## Little Britches Consignment Sale Seller Agreement

In consideration for the opportunity to participate and profit from the Little Britches Sale, please read and acknowledge your acceptance of the following Terms of Agreement:

- All consigned items are in good repair and complete in their parts. Little Britches reserves the right to refuse items based on their condition or belief that they are otherwise unfit for sale.
- Seller agrees that **Little Britches is not responsible for any item lost, stolen, or damaged during the course of the sale.**
- Items with the word "Reduce" on their sales tags will be marked to half-price during the 1/2 price period.
- Unsold items with large black dot on their sales tags will be donated to a non-profit charity.
- Items marked for donation will automatically be marked to be sold at half price during the half price portion of the sale.
- *Tax receipts for donated items will not be provided.* Sellers are responsible for printing inventory reports and sold statements if interested in claiming donated items on their taxes.
- Sellers will receive 65% of the selling price of their items less a \$12.00 seller fee for the first 500 items in a seller's inventory. For every 100 items (or part of 100) over the initial 500 items, a \$1.00 fee will be added to your consignor fee. This fee is based on the quantity is in the seller's inventory at the end of the entry period.
- Seller agrees **Little Britches is not responsible for items overlooked by the seller or by any other individual who picks up unsold items in lieu of the seller during the pick up period.**
- Seller's agrees that unsold items not marked for donation must be picked up during the pick up period indicated on the Little Britches website. The seller agrees that items **and the totes holding the items** that are not picked up or are overlooked during the pick up period will become the property of Little Britches at the end of the pick up period. These unclaimed items **and the totes holding them** will be donated to families in need or to a charitable organization.
- Seller agrees that any items found missing a sales tag during the sale will be placed in Lost and Found. Sellers agrees to look through these items at pick-ups for identification. Any items not identified during that time will be donated after the pick-up period is over.
- Seller agrees to cash issued proceed checks within two (2) months of the date of the check.

- Seller agrees to not set up a business as a direct competitor of Little Britches Sale in within 50 miles of Manhattan, Kansas U.S.A. for a period of 24 months (or 2 years).
- Seller agrees that profit checks will be mailed within 2 weeks after the close of the sale. Statement of items sold will be viewable in sellers account within 1 week of close of sale.
- Seller agrees that any crib that the seller is selling has been scrutinized for safety using the Crib Safety Checklist from the Little Britches website and checked for recalls using the CPSC website database.
- Seller agrees that a \$15 fee will be withheld from seller's profit check if 5 or more items have to be removed from the sales floor because they are dirty, stained, damage, improperly prepared or recalled.
- Seller agrees that a fee from \$3-\$10 will be withheld from seller's profit check for every item that must be cleaned before it can be put on the sales floor. Clothing will not be attempted to be cleaned but will be pulled from the sales floor.
- Sellers opting for the Drop and Run service agrees that they will assemble any large items brought to the sale themselves. Seller agrees a minimum fee of \$10 for the first 1-100 items (and 10 cents per item after that) will be deducted from their profit check. For example 150 items would cost \$15.00. Seller agrees fee will be based on quantity of items in seller's active inventory at close of item entry period.
- Seller agrees that any car seat and/or safety helmets being consigned is, to the best of their knowledge, free of safety recalls, is no older than 5 years old, and has never been in an accident. Seller has reviewed the Little Britches Car Seat Safety Checklist and has determined that the car seat meets the requirements of the Little Britches sale.
- **Seller agrees that they have verified their items are free of recall using by confirming with the Consumer Product Safety Commission Website database**
- Seller agrees that they are aware of the safety suggestions outlined on the Little Britches website and have brought only those items that they are confident are safe to be used by and for children.
- Seller agrees to hold harmless and make no claim against Little Britches Consignment Sale, the Officers of Little Britches Consignment Sale, the lessors of the space where the sale is held, any volunteer or paid participants in Little Britches, or the insurer of Little Britches for the damage, theft or loss of any items consigned to Little Britches. Little Britches does not anticipate any thefts, damage, or loss but occasionally these events may occur.
- Seller agrees to waive any and all claims for personal injury resulting from participation in Little Britches from whatever cause either foreseen or unforeseen against the Little Britches Sale, the Officers of Little Britches Sale, the lessors of the space where the sale is held, any volunteer or paid participants in Little Britches, or the insurer of Little Britches.

I have read the Little Britches Seller Agreement carefully and agree to it's terms with my acceptance.