

**A Semi-Annual Children's Consignment Sale**

**Consignor Agreement**

**In consideration for the opportunity to participate in and profit from Kid’s at Play Consignment Event Sale**

**(KAP), the undersigned seller agrees to the following:**
By registering for an ID# and entering items into the system - you must understand and AGREE with the "Consignor Agreement".  If you have an issue with any items on the AGREEMENT, please contact us before signing up to consign. Thank You!

1. All items must be clean and in good condition. Kids At Play Consignment reserves the right to refuse any item.
2. All consignors will pay a $13.00 consignor fee. NONREFUNDABLE. You **MUST be registered to be a Consignor & have items entered or transferred in order to drop off items off to sell.**
3. Any item not picked up on "Pick-up" day will become the property of Kids At Play Consignments & donated to the charity of Kids At Play Consignment Sale’s choice.
4. Payment to consignors will be a 65/35 split. Consignors receive 65% of the selling price. All payments to consignors will be distributed at pick-up. If you donate your remaining items, your check will be mailed within two (2) weeks.
5. Kids At Play Consignment Sale is **NOT RESPONSIBLE** for any items **lost**, **stolen**, **damaged, misplaced**, or **destroyed by fire, flooding, water or any other unforeseen circumstances.**
6. Kids At Play Consignments is **NOT** responsible for items that get **broken, lost** or **separated** during the sale. (ex. – glass frames/accessories, toy parts, two-piece outfits, etc.) We do our best to ensure the safety of all items.  We are open to the public and unfortunately accidents/misplacements, etc. occur that are beyond our control.  **If an item is too valuable or sentimental, please consider this before consigning the item(s).**
7. Kids At Play Consignments is not responsible for any items that are on manufacturer’s recall.  It is your responsibility as a consignor to check your items to see if they are on the recall list BEFORE bringing the items to Kids At Play Consignments.
8. **BREAST PUMPS –**We will continue to accept breast pumps. However, we cannot be responsible for LOST/STOLEN pumps or MISSING PARTS. Please Zip tie all parts together.
9. **Before Drop -off All items must be in gender & size order you may ZIP TIE, Rubberband in order to separate in size order. Please have them securely hung on the hanger like a ? mark with safety pins. Tags Must be printed on card stock. Safety Pinned on the Righthand side. Shoes & loose Items must be in a Ziplock bag. Bathing suits must be Hung on a hanger.**
10. Seller agrees to hold harmless and make no claim against Jesse and Barbara Elliott, leasers or owners of the space where the sale is held, any volunteer or paid participants in the KAP, or the insurer of the KAP for the damage, theft or loss of any items consigned to the KAP. KAP does not anticipate any thefts, damage, or loss and takes every precaution to prevent them, but occasionally these events may occur.
11. Seller agrees to waive any & all claims for personal injury resulting from participations in the KAP from whatever cause either foreseen or unforeseen against Jesse or Barbara Elliott, leasers or owners of the space where the sale is held, any volunteers or paid participants in the KAP, or the insurer of the KAP.
12. Volunteers will be needed before, during and after the sale. Once you are scheduled, we rely on you to keep your commitment to working your scheduled shift. If for any reason you cancel your work shift after April 5th 2024 a $10.00 fee (per shift missed) will be deducted from your final check (unless you schedule and work another shift).  If you are uncertain that you can commit your time, PLEASE do not schedule to work. We certainly appreciate all those who offer their time. Thanks in advance!  We know attending the Preview Sale is worth the effort.
13. Seller agrees that starting on Wednesday & Thursday 10TH & 11TH items will be sold 25% off items & April 12TH & 13TH Items will be sold for half off the price originally designated by the seller unless the tag is appropriately marked NO discount.
14. All goods left in the possession of the KAP are at the sole risk of the seller. Seller agrees that it shall assume and bear all risks regarding consigned goods and will hold KAP exempt from any and all liability. KAP reserves the right to remove any items from the sale due to wear, poor conditions, stained, smoky/smelly. Sellers agree that KAP has the right to reject any or all merchandise that does not meet expectations.
15. **Items remaining after 2pm on April 14th, 2024, will be donated. Please if you can't pick up your items you can arrange to have someone else do so.  Please Check all your Items before you leave! KAP is not responsible for lost, stolen, or left behind items.**
16. Seller agrees that items with no tags or lost tags will not be sold but will be placed in a lost and found area at the end of the sale. Any items not claimed from lost and found after pick up day, will be donated.
17. **Seller agrees to cash checks issued as proceeds from the sale within 30 days.**
18. Seller will receive the appropriate percentage based on shifts volunteered.  Consignors are responsible for checking the list of recalled items list from the CPSC web site. [www.cpsc.gov](http://www.cpsc.gov/)  . Consignors are solely responsible for the legal repercussions of selling recalled items. KAP host the consignment event, but each consignor is the seller of their items and should not sell items recalled by the CPSC.

Each seller agrees to this disclaimer form when they choose to sell their items at KAP. If the form is not signed, it is assumed that seller agrees to the form when they leave their items at the sale for the purpose of consignment.

 Seller’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_