

This Agreement must be signed by the consigner when dropping off items at the Sale. Please take the time to read this over prior to dropping off your items. Thank you.

In consideration of the opportunity granted by Imagine That and Tottlers (the Principal) to participate in and profit from The Holiday Kids Consignment Sale (the Sale), the undersigned participant (Seller) agrees to the following:

Seller agrees to hold harmless and make no claim against the Principals, the leasers of the space where the sale is held or any volunteer or paid participants in the Sale for the damage, theft or loss of any items consigned to the Sale. The Principal will take all reasonable steps to prevent theft, damage, or loss of the items submitted for sale but can not guarantee that these events will not occur.

Seller agrees to waive any and all claims for personal injury resulting from participation in the Sale from whatever cause either foreseen or unforeseen against the Principal, the leasers of the space where the sale is held or any volunteer or paid participants in the Sale.

Seller agrees that on the last day of the sale, all unsold items will be offered for sale at a 50% discount from the price originally designated by the Seller unless the tag is clearly marked no.

Seller agrees that each item submitted for sale will be tagged by the Seller in a manner to be specified by the Principal.

Seller agrees that items including tags with the item numbers highlighted will be donated and not available for pick up after the Sale. Unsold items without the item number highlighted will be available for pick up after the Sale.

Seller agrees that they are solely responsible for securely and legibly tagging each item submitted for sale and that the

Seller will hold the Principal completely harmless in the event of loss of or errors on the tags.

Seller agrees that items with missing tags will not be sold but will be placed in a lost and found area until the end of the Sale. Any items not claimed from lost and found by the designated close of the pick up period will become property of the Sale.

Seller agrees that items with no price indicated on the tag will be sold at a fair market price to be determined by the Principal.

Seller agrees to accept this pricing as fair and final. If, in the opinion of the Principal, a price cannot be reasonably determined then the item will be withdrawn from the Sale.

Seller agrees that items with no Registration ID on the tag will not be sold but will be placed in a lost and found area until the end of the Sale. Any items not claimed from lost and found by the designated close of the pick up period will become property of the Sale.

Seller agrees that any items not picked up by the end of the designated pick up period will become property of the Sale.

Seller agrees that no claims will be made against the Principal for any discrepancies involving items placed in the Sale.

Seller agrees to cash checks issued as proceeds from the sale within 60 days. Seller proceed checks will be mailed as soon as possible but not later than 14 days after the close of the sale.

Seller agrees that the distribution of proceeds from the sale of each item will be as follows: Your commission will be 65% of the proceeds. The Principal will retain a 35% consignment fee. If you choose to volunteer for one 3-hour shift at the sale, your commission will be 70% of the proceeds. The Principal will retain a 30% consignment fee. The amounts used for calculation of commission rates will be the sum of the amount received for the items sold.

Seller agrees to pay a **\$5.00 registration fee** when dropping off items, which will help cover advertising costs used to promote the Sale.

Seller Signature _____

Date _____