

Otter Creek Kids' Consignment Sale
Seller Agreement Spring 2024

All accepted clothing must be seasonal, of high quality, current, and free from rips, stains, holes, or tears. All other items must be clean with all parts and in good, working condition. *Otter Creek Consignment Sale* reserves the right to refuse any item.

No items currently on the U.S. Consumer Product Safety recall list will knowingly be accepted. By submitting your items to us, you are acknowledging that you have checked to see that no items are in violation. *Otter Creek Consignment Sale* is not responsible for any items that are subject to a manufacturer recall. We will carefully screen all items received and trust that each consignor has verified their items according to CPSC guidelines.

All consignors will pay a \$10.00 consignor fee to help with advertising and supply costs. This will automatically be deducted from the consignor's profit and reflected in the consignor's check.

Any items not picked up by 3:00 p.m. on Sunday, March 3, 2024, will be considered the property of *Otter Creek Consignment Sale* unless previous arrangements have been made and agreed upon. Remaining items will be used for charitable purposes. Consignors are responsible for ensuring that they pick up all remaining items.

Payment to consignors will be a 70/30 split – unless the consignor has given a larger portion voluntarily. All payments to consignors will be distributed during item pick-up on Sunday, March 3, 2024, from 1:00-3:00 p.m.

Any checks not picked up by 3:00 p.m. on Sunday, March 3, 2024, will be mailed and the consignor will be charged the price of postage. Any consignor who wishes to have his/her checks mailed may bring a self-addressed stamped envelope when they drop off their items. *Otter Creek Consignment Sale* will not be held responsible for any lost, stolen, or damaged items. By willingly submitting items into the sale, the consignor acknowledges the risks involved.

All accepted items must be correctly tagged according to *Otter Creek Consignment Sale* specifications. It is the consignor's responsibility to ensure that his/her tags are marked clearly and correctly according to the *Otter Creek Consignment Sale* specifications. *Otter Creek Consignment Sale* is not responsible if an item is sold for a price unintended by the seller as the result of an unclear or incorrectly marked tag.

If a consignor submits an item with a tag without a stated price, *Otter Creek Consignment Sale* reserves the right to reasonably price the item for the consignor at our discretion. Only tags clearly marked with "Discount: No" will be exempt from selling at half-price on Saturday. All other items will be sold at half-price. It is up to the consignor to ensure that the half-price information on the tags is marked clearly and correctly.

Otter Creek Consignment Sale will not sell or price items with missing tags. Those items without tags will be added to the “Lost and Found.” It is up to the consignor to check for any of his/her items that might have been placed there.

Otter Creek Consignment Sale will not be held responsible for any items remaining at pick-up that have been left behind. **It is the consignor’s responsibility to make sure he/she has thoroughly checked for all remaining items before leaving.**

Any consignor who does not cancel his or her registration before the cancellation deadline or who fails to show up for the actual sale will be excluded from early registration from the next sale and will forfeit his or her good standing.

As a confirmed consignor in the *Otter Creek Consignment Sale*, you are acknowledging that you alone have entered items under your unique Consignor ID Number and that you are not combining items with another person(s) under the same number.

Consignor agrees to the above and accepts the terms outlined by the Otter Creek Consignment Sale by signing the agreement during registration. Any Consignor who has not signed the agreement online will be asked to sign a paper form at item drop-off.