



Name _____ Seller ID # _____
Address _____
City _____ State _____ Zip _____
Phone _____ Cell _____
Email Address: _____

_____ **Please check only if you are donating your items at the conclusion of the sale.**

****Items not picked up by Saturday, April 14th between 4:30pm-5:30pm will be donated to charity****

_____ **Deduct \$1.00 from my consignor check to cover envelope and postage.**

In consideration for the opportunity to participate in and profit from Rubber Ducky Kids, LLC Consignment Sale, the undersigned seller agrees to the following:

1. Seller will not to hold harmless and make no claim against Rubber Ducky Kids, LLC, Michele Martyn and Jennifer Volpe, the owners of the space where the sale is held, any volunteer or paid participants in the sale, or the insurers of Michele Martyn and Jennifer Volpe or Rubber Ducky Kids for personal injury or for the damage, theft or loss of any items consigned at Rubber Ducky Kids Sale.
2. During the half price sale, all WHITE tagged items will be sold for half of the price. Any WHITE tagged items that do not sell will be donated to charity. Any WHITE tagged item with an X on the back indicates to us that you do NOT wish for it to be donated. A COLORED tag indicates that the item will NOT be donated to charity. Any items that are not tagged cannot be sold.
3. Items with no price indicated on the tag will not be sold. Seller will receive item back. If no seller ID appears on the tag, the item will be donated to charity.
4. No claims will be made against Michele Martyn and Jennifer Volpe or Rubber Ducky Kids for any discrepancies involving items placed in the sale.
5. For any checks that are issued as proceeds from the sale that are not presented to the bank within 60 days of issuance, a \$25 fee will be charged to re-issue the check.
6. For sold items, seller will receive 50% and Rubber Ducky Kids, LLC will receive 50%. For items sold by volunteers working one 3-hour shift, seller will receive 60% and Rubber Ducky Kids, LLC will receive 40%. For items sold by volunteers working two 3-hour shifts, seller will receive 70% and Rubber Ducky Kids, LLC will receive 30%. If the seller has agreed to volunteer and does not complete the agreed upon shifts in full, the consignment percentage will be reduced to 50%.
7. Seller agrees not to set operate a business that directly competes with Rubber Ducky Kids, LLC within a radius of 20 miles of Springfield, PA.
8. In regard to items placed in the sale the following are true:
 - Each item offered for sale by the seller is in good operating condition, not defective, or broken in any way.
 - Each item complies with applicable law and no item is subject to any recall notice or other consumer protection enforcement action; and
 - Seller knows of no reason why any item offered for sale by the seller would cause any injury to another.

Seller

Date