



In consideration for the opportunity to participate in and profit from Half-Pint Resale, LLC (“HPR”), the undersigned Seller represents, warrants, and agrees as follows:

1. Seller agrees to hold harmless and make no claim against HPR, Ellen Carlson and Lisa Seidel, the lessors or owners of the platform where the sale is hosted, or the insurers of Ellen Carlson, Lisa Seidel, or HPR for any damage or loss that may occur during any time participating in Half-Pint Resale or functioning as a consignor for Half-Pint Resale. –
2. 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 Ellen Carlson, Lisa Seidel, HPR, the lessors or owners of the space where the sale is hosted, any or the insurers of Ellen Carlson, Lisa Seidel and HPR.
3. Seller verifies that he/she is the owner of the items to be sold and has full authority to sell the items offered.
4. Seller affirmatively represents that each item offered for sale is in good operating condition, is not defective, broken or damaged in any way and that any repaired item was repaired by the original manufacturer or in accordance with the original manufacturer’s warranty program. Seller further represents that each item offered complies with applicable law, that no item is the subject of any pending or threatened recall notice or other consumer protection enforcement action, and that Seller knows of no reason why any item offered for sale would cause any injury to another. Seller agrees that in the event that any of the aforementioned is violated, that HPR has the right to withhold proceeds from the sale.
5. Seller agrees that all information included in the listing accurately represents the items being sold, and that HPR may withhold proceeds from the sale if this is violated.
6. Seller agrees that all items offered for sale are represented accurately in the photo that is included in the listing and that the photo represents the actual item(s) up for sale, and that HPR may withhold proceeds from seller if this is violated
7. Seller agrees that once the posting deadline is passed, no other edits/changes can be made to the listing or the items being sold in the listing.
8. Seller agrees that items that are deemed inappropriate for the sale by HPR may be pulled from the sale at any time.
9. HPR shall not be responsible for any discrepancies or errors in pricing or consignor designations which result from improper or incorrect listing or designations made by Seller.
10. Seller agrees to arrange conveyance of sold items to the buyer within the period of time designated by HPR, and that HPR may withhold proceeds from the seller if this is violated.
11. Seller agrees to identify whether delivery or pick-up will be offered for the items that are listed by the seller on the *Consignor Additional Information Form* completed at registration and that whatever conveyance method is identified is not modified after the item is listed or sold.
12. Seller agrees to accepting a digital check from HPR per the timeline listed as payment for listings and will not attempt to negotiate other payment arrangements with buyers of items listed with HPR.
13. Seller agrees to cash check(s) issued to Seller representing Seller’s portion of the proceeds from the sale within 14 days of receiving the check.
14. Seller agrees that the distribution of proceeds from the sale of each item will be as follows: Seller will receive 70% and HPR will retain 30%.
15. Sellers must pay their Consignor Registration fee of \$11 when registering for the sale. This fee is non-refundable and non-transferable, even if Seller chooses to unregister during the same sale period.
16. By appearing in an online sale that is open to the public, Seller agrees that HPR may use Seller’s images in any HPR publicity or marketing effort, at the sole discretion of HPR.