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# **EASEBAYER.COM CONSIGNMENT CONTRACT**

**1.1** This consignment agreement (this "Agreement") is made effective as of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_, the consignor and Matthew J Portno/Emily L Zapata of EaseBayer.com Consignment Resellers, the consignee.

**1.2** In the agreement, the party who is granting the right to sell its merchandise will be referred to as "the consignor", and the other party who is receiving the right to sell the merchandise, will be referred to as "the consignee".

## **2.1 RIGHT TO SELL.**

**2.1.1** The consignor owns the merchandise ("item(s)"). In accordance with this agreement, the consignor grants the consignee an exclusive right to sell the item(s) on eBay® ([www.ebay.com](http://www.ebay.com)), the online auction web site under the terms of this agreement. The consignee agrees to devote his best efforts to the sale of the item(s). All starting bid prices and terms of the sale shall be determined by mutual consent of the parties.

## **3.1 TERMS, CONDITIONS, AND AGREEMENTS**

**3.1.1** The consignor will bring the item(s) to the consignee, who upon both parties signing this contract, will take possession of the items for the duration of the auction.

**3.1.2** Acceptance of any item consigned will be at the consignee's sole discretion.

**3.1.3** The consignee will inspect the item(s) for quality, determine item condition, and clean if necessary. (A cleaning fee of \$\_10\_ per item may apply).

**3.1.4** The consignee will take quality photographs and write an accurate description of the item(s).

**3.1.5** The consignee will research eBay® for similar items to assure proper pricing.

**3.1.6** The consignee will start the auction(s) and handle all aspects of the sale to include: Listing, monetary transactions, packaging, shipping, and correspondence with bidders.

**3.1.7** The consignee will collect payment from the winning bidder ("buyer") at the end of the auction and will ship the item(s) in a timely manner, once funds have cleared.

**3.1.8** The consignee will follow-up the sale by contacting the buyer to make sure they are satisfied with the transaction.

**3.1.9** Once the consignee and buyer are satisfied with the transaction, payment will be made to the consignor, but not later than 30 days from the end of the auction.

**3.1.10** The consignee will keep the consignor aware of the auction progress under the terms agreed to and stated in the "remarks" section of this contract.

**3.1.11** The consignee will return the unsold item(s) to the consignor upon payment of all outstanding fees.

**3.2** All aspects of the transaction will be conducted under the consignee's eBay® User ID "GoingOnceSold!". Auctions will run for a 7-day period.

**3.2.1** If the consignor requests, 1, 3, 5 and 10-day auctions are available upon request. 10-day auctions carry an additional fee.

**3.2.2** Any time the item(s) is/are not in auction and under the possession of the Consignee, the item(s) will be placed in the Consignees Online Store (<http://www.Goin1nce.com>) at a minimum "buy it now" price as assigned by the consignor.

**3.3** Items will be sold individually or in lots, with the consignor's consent. Once the items are listed, the auction(s) will run their full course and must be sold to the highest bidder, regardless of price, unless it is a reserve price auction and the reserve is not met.

**3.4** If such an instance arises that the consignor demands the item(s) to be pulled, the consignor will pay a cancellation fee of \$50. Items will not be surrendered to the consignor until this fee has been paid. Furthermore, if there is 12 hours or less remaining in the auction, the item cannot be pulled under eBay® terms and conditions and the auction must finish and items sold under the conditions as stated in paragraph 3.3..

**3.5** The consignor also agrees not to bid on auctions that the consignee has listed for them on eBay®. If such an instance occurs the consignor agrees to pay all fees and commissions associated with that auction (if the consignor is the high bidder), PLUS a \$75.00 fine and accepts the possibility of not being able to use the auction services of the consignee in the future.

**3.6** The consignee will do everything possible to secure the safety of the consignor's item(s); however, the consignee is not responsible for any damage to the item(s), including fire, theft, flood, accidental damage or breakage, and acts of God. The consignor releases the consignee of any such responsibility for any unforeseen or accidental damage.

## **4.1 PRICING AND FEES.**

**4.1.1** The consignee's eBay® account will incur charges for the listing and sale of the item(s) on eBay®. The consignee's Pay Pal account may also incur fees if the buyer pays for the item(s) through Pay Pal.

**4.1.2** The Consignor agrees to pay all insertion and final value fees owed to eBay®. The Consignor also agrees to pay all Pay Pal fees associated with the listing and sale of the item(s). The consignor agrees to pay for all auction upgrade fees, other than an auction of 7 days or less, and a gallery picture.

**4.1.3** All auctions will run their full course and be re-listed a maximum 1 times unless otherwise requested by the consignor. Further listings may require another deposit on behalf of the consignor.

**4.1.4** The consignee will pay the consignor after the buyer has completed all transactions, including receipt and satisfaction with the item(s), not to exceed 30 days from the auction's end. Payment will include a printed copy of the completed auction that will serve as proof of the sale of the item and a spreadsheet detailing fees subtracted.

## 4.2 PAYMENT FORMULA

**4.2.1** Winning Bid – (minus) Consignee's Commission – (minus) Associated Fees = Payment to the Consignor.

**4.2.2** Shipping and handling charges associated with the auction will be paid by the buyer to the consignee to cover postage, delivery confirmation, and packaging materials. All items that require insurance or unusual expenses for shipping will be noted in the auction listing. If the shipping is greater than the amount paid by the buyer, the consignee will cover the additional costs. The consignor agrees to pay all fees incurred by the consignee for each auction, other than those listed in paragraph 3 above, which include, but are not limited to:

## 4.3 FEES (see attachments for detailed fees information)

### 4.3.1 Insertion Fees

**4.3.1.1** Insertion fees are based on the starting price of the auction or reserve price, if a reserve price is set. This fee is not refundable in any way. The consignor will pay insertion fees whether the auction sells or not, other than those listed in paragraph III above.

**4.3.1.2** Re-listing of an item will incur an insertion fee each time the item is re-listed. The standard deposit for an item will cover re-listing fees for one subsequent re-listing of an item in most cases. If, however, the re-listing of an item exceeds the standard deposit the consignor will pay the difference. See attached forms for a list of eBay insertion fees.

### 4.3.2 Reserve Auction Fees

**4.3.2.1** A Reserve Auction fee is assessed when an auction is listed with a minimum selling price. If the minimum selling price (or "Reserve") is not met, all bids on the auction are null and the item does not sell. Reserve Price Auction Fees are refundable if an item sells. This fee will only be charged to the consignor if the reserve price is not met and the item does not sell. **The consignor will be responsible to pay the consignee an unsold reserve fee of 1% of the reserve price if the item does not sell.**

### 4.3.3 PayPal Transaction Fees

**4.3.3.1** The consignee will accept payments from a buyer in the form of cashiers check, money order, or using PayPal online. PayPal is the fastest and most convenient way of accepting payment as it lets the buyer pay the consignee instantly with their credit cards or bank account.

**4.3.3.2** Papyal fees are **2.9%** of the amount being deposited into the account plus a **\$.30**/per transaction fee. This fee will be incurred by the consignor and be deducted from the sale price prior to the consignor receiving payment.

### 4.3.4 Final Value Fees

**4.3.4.1** eBay® charges a fee based on the Final Value of each auction. The consignor will not be charged a Final Value Fee if there were no bids on their item or on a reserve auction, if the reserve price was not met.

**4.3.4.2** See attachment for a detailed listing of eBay® final value fees to be incurred by the consignor.

#### **4.3.5 Auction Enhancements Available**

**4.3.5.1** Any auction enhancements or upgrades requested will carry the exact fee and is the responsibility of the consignor. See attachment for upgrade fees.

#### **4.3.6 Consignee's Commission**

**4.3.6.1** The consignor will pay the consignee a listing deposit of \$\_\_10\_\_ per auction, which will be refunded if the item sells.

**4.3.6.2** The consignee's commission for this service is a percentage based on the auction's winning bid. The commission rate is as follows:

between \$ 0.00 and \$500, the commission is **25%**, then  
between \$500.01 and \$2,000.00, the commission is **20%**, then **10%** of the remainder above \$2,000.00

**4.3.6.3** If the auction does not sell, the consignor is only responsible to pay the applicable insertion and reserve price auction fees. An Unsold Reserve fee of **1%** of the reserve price will be due to the consignee for a reserve price auction that does not sell.

#### **4.4 CONSIDERATIONS**

**4.4.1 The consignee cannot guarantee that the consignor's item(s) will sell.** If an item does not sell, the consignee will re-list it one additional times. After a second unsuccessful listing, the consignor will be billed for any outstanding fees associated with all auctions and the deposit will be forfeited. Items will be returned to consignor upon payment of those fees, if any. Items not claimed within 30 days from the end of the final listing will become the property of the consignee and may be donated to charity.

**4.4.2** The consignor of said item(s) consents to the sale of said item(s) based on the terms described in this agreement. The consignor also attests that said item(s) are fully owned by the consignor and are not stolen, borrowed, misrepresented, bogus, etc.

**4.4.3** Additional items may be submitted for listing under the current terms of this signed contract for a period of 30 days from the date of original signature. Additional items must be submitted using a EaseBayer.com Inventory form.

#### **5.1 Records.**

**5.1.1** The consignee shall keep accurate records regarding the item(s) that are sold or unsold for a period of one year from contract date after which the consignee may dispose of such records. The consignor shall have the right to inspect such records from time to time, after providing reasonable notice of such intent to the consignee.

#### **6.1 Title to Merchandise.**

**6.1.1** Consigned items shall remain the property of the consignor until sold.

## **7.1 Defaults.**

**7.1.1** If the consignee fails to abide by the obligations of this agreement, including the obligation to remit the consignment payment to the consignor when due, the consignor shall have the option to cancel this agreement by providing 30 day's written notice to the consignee. The consignee shall have the option of preventing the termination of this agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

## **8.1 Arbitration.**

**8.1.1** All disputes under this agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

## **9.1 Warranties.**

**9.1.1** Neither party makes any warranties with respect to the use, sale or other transfer of the item(s) by the other party or by a third party.

## **10.1 Transfer of Rights.**

**10.1.1** This agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this agreement unless the prior written consent of the other party is obtained.

## **11.1 Termination.**

**11.1.1** This agreement may be terminated by either party by providing 30 days written notice to the other party.

## **12.1 Entire Agreement.**

**12.1.1** This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement, and there are no other promises or conditions in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this agreement.

## **13.1 Amendment.**

**13.1.1** This agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

## **14.1 Severability.**

**14.1.1** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this

agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15.1 Waiver of Contractual Right.**

15.1.1 The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

**16.1 Applicable Law.**

16.1.1 This agreement shall be governed by the laws of the State of Oklahoma.

The consignor has read and understands all statements included in this agreement.

**Consignor:**

**Consignor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Consignor's Printed Name:** \_\_\_\_\_

**Consignee:**

**Consignee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Consignee's Printed Name: EaseBayer.com**

