

## CONSIGNMENT AGREEMENT

CONSIGNOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

Shop Greenwood, Consignee, accepts the goods listed on the attached inventory for sale on eBay to the highest bidder under the terms and conditions listed in this contract and documents attached hereto.

Consignor warrants that he or she is the legal sole owner of the property to be sold. (If property is jointly owned with another person, both persons will have to sign.) Consignor further warrants the description of the item is true and correct as far as he or she knows.

Consignor agrees to pay a listing fee of three dollars (\$3.00) for the first item consigned and a fee of one-dollar (\$2.00) for each additional item. This fee is non-refundable whether an item sells or not.

Consignee agrees to be responsible for the loss or damage and safekeeping of the items and will insure they are packed and shipped properly to the eventual buyer.

Items with a final value in excess of \$300 will be shipped insured. The insurance premium will be deducted from Consignor's value after commissions.

Consignor agrees to the fee schedule that is attached hereto, and part of this contract. Any special fee agreements or changes must be in writing and initialed by both parties.

Consignee will retain possession of the merchandise until the goods are sold and delivered to the final purchaser or returned to the consignor. Consignor agrees to leave the items with consignee for a period of at least 15 days during which time they will be listed on eBay for a three, seven or ten-day period for sale.

Once an item is listed on eBay, it will run the full auction course until it is sold to the highest bidder. If consignor demands return of the property prior to the end of an auction, or the 15-day period, he will pay a withdrawal fee of \$25 per item. Consignor may not withdraw an item after it is sold, or within the last 24 hours of the auction under any circumstances.

Once an auction has ended with a successful sale, the property may not be withdrawn and will be delivered to the highest bidder upon receipt of payment.

Should the winning bidder fail to pay for the auction, the property will be offered to the next highest bidder. If this bidder does not accept the item, it will be returned to the Consignor or put up for auction again at the consignor's option.

If consignor's property fails to sell within the 15 day period, consignor agrees to pick up the item within five business days or pay actual shipping and handling charges to have the item returned. Otherwise unsold items will be donated to a local charity.

All items are sold without a Reserve Selling Price unless the consignor agrees to pay the non-refundable reserve fees and the additional listing fees in advance.

Once an auction is completed, and payment is received, the merchandise will be shipped to the buyer. Upon safe receipt by the buyer, Consignee will effect payment of proceeds, less fees to the Consignor. If a buyer rejects an item of merchandise due to misrepresentation, payment will be refunded to the buyer and the item of merchandise will be returned to the Consignor.

Both parties agree that any disputes arising under this agreement will be settled by binding arbitration according to the rules of The American Arbitration Association. This agreement is signed in, and will be interpreted in and subject to the rules of contract of the State of South Carolina.

**Fee Schedule:**

Non-refundable Listing Fee: \$3.00 for the first item and \$2.00 for each additional item

Special Selling Fees:

Bold Fee: \$2.00

Reserve Price Auction: \$5.00

**Commission Schedule**

<b>Final Value</b>	<b>Commission</b>
Under \$300	30%
\$301 - \$500	25% of the amount over \$300
\$501 TO \$20,000	10% of the amount over \$500
OVER \$20,000	Negotiated amount

Category Feature Fee: \$19.95 (recommended for items estimated to sell for over \$200)

Homepage Feature Fee: \$99.95 (recommended for items estimated to sell for over \$750)

## Consignor Inventory Form

Quantity	Item Description	Reserve

Remarks:

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Signed at (Greenwood ) \_\_\_\_\_ (State) \_\_\_\_\_

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Shop Greenwood

Consignor

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## Consignment Payment Summary

Consignor \_\_\_\_\_

Qty	Item Description	Final Value	Selling Commission	Special Fees	Total Fees	Net To Consignor

Total EBay Final Value \_\_\_\_\_

Less total fees \_\_\_\_\_

Net Payable \_\_\_\_\_

Paid \_\_\_\_\_ Date \_\_\_\_\_  
(initials)