

eBidDesigns

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www.ebiddesigns.com
facebook.com/eBidDesigns

Consignment Agreement

Fill out this form completely and return it to us with your item(s).

Customer Information

First / Last name

Street Address

City / State / Zip

Phone Number

email address (important)

N/A
Driver's License Number & State

Select Options below

- Pay just \$2.00 now, per item, we will be selling for you in our eBay store.
This is a flat insertion fee until the item is sold. Not refundable.
 - Pay just \$2.00 now, per item, we will be selling for you.
This is credited towards the commission.
 - Pay just \$20.00 now, per item, for any eBay motors listing.
This is credited towards the commission.
 - Pay a one time non refundable fee of \$1.00 for buy-it-now option.
 - If your auction item does not sell in 7-days, you choose to re-list the item **once** for free.
- If your item does not sell you will: (there will not be a listing fee credit/refund)
- Donate it to us.
 - Pick it up from us within 7-days.

Please sign below

Once you sign, you agree to our terms and conditions on the back of this form

Signature

Date

eBidDesigns eBay Trading Assistant Service Agreement (Standard Agreement)

Purpose of Agreement

1.0. Purpose: eBidDesigns, known as Broker, will offer certain items owned by Owner for sale on eBay. Broker will answer bidders' inquiries, accept payments from buyers and remit them to Owner, and package and ship purchased items.

Preparation and Listing

2.1. Possession: Owner will allow Broker to take possession of each item and to remove it to a location under Broker's control. Broker will have no obligation to sell or prepare to sell items which have not been so removed.

2.2. Exclusive right to sell: Broker will have the exclusive right to sell each item from the time he takes possession of it until he returns it to Owner unsold or notifies Owner of his intention to do so. During that time Broker will use his best efforts to sell the item.

2.3. Right to decline items: Broker may decline to list any item:

2.3.1: that does not conform to this agreement's description of items to be sold, if one is provided.

2.3.2: whose sale is regulated or prohibited by federal law or by state law in any state.

2.3.3: that cannot be listed on eBay under eBay rules then in effect.

2.3.4: that is perishable.

2.3.5: that cannot be shipped by UPS, USPS, FedEx Ground or standard freight services, or cannot be shipped safely by one of those methods due to its delicate nature.

2.4. Listing: Broker will prepare an eBay item description for each item and list it within 30 days of taking possession. For multiple, identical items to be sold individually or in lots, Broker will prepare an item description for each type of item and begin listing reasonable quantities of the item within 30 days. Broker will list all items under his eBay member ID ebiddesigns.

2.5. Return of unsold items: Broker will return any unsold item to Owner within 15 days of the close of the listing. If Broker elects to relist an unsold item he will do so within a reasonable time, and will return it to Owner within 15 days of the close of the second listing if it remains unsold. If Broker declines to list any item after taking possession of it, he will return it to Owner within 15 days of discovering cause for declining it.

2.6. Independent judgment: Subject to the terms of this agreement, Broker will use his independent judgment in writing item descriptions, preparing photographs, setting minimum bids or fixed prices & other terms of sale, & choosing the opening time & duration for each listing.

2.7. Risk of loss: Broker will compensate Owner for any items which are lost, stolen, or damaged while in his possession to the extent that Owner's insurance does not do so.

Fees, Expenses, Payments

3.1. Shipping & Handling Charges: Broker may require buyers to pay reasonable charges to cover the costs of packing & shipping items sold.

3.2. Payments to Owner: amount. Broker will pay to Owner an amount equal to net sales minus:

3.2.1. Broker's commission, which shall be determined by eBidDesigns as follows: 25% for items sold up to \$99, 20% for \$100 to \$499, 15% for \$500 to \$999, 10% for \$1000 to \$9999 & 6% over \$9999, unless other arrangements have been made in advance. The commission will be computed separately for each item sold, with the following exception: the commission will be computed on total receipts for multiple items purchased by one buyer at a single Dutch auction or in a single transaction from a single fixed-price listing.

3.2.2. Insertion fees, all Final Value Fees, PayPal Fees and other fees accrued to items listed for sale under this agreement, whether or not sold.

3.2.3. Any other selling expenses which this agreement expressly identifies as reimbursable.

3.3. Payments to Owner: time. Within 2 weeks, Broker will pay Owner for items sold under this agreement for which Broker received payment.

3.4. Non-paying buyer: If a buyer fails to fulfill the terms of the sale agreement, Broker may elect to declare the item unsold, relist the item, or sell the item to another bidder for the amount of that bidder's high bid.

Other General Provisions

4.1. Term of agreement. This agreement shall remain in effect until all of the items it covers have been sold or returned unsold to Owner. If this agreement does not describe a fixed set of items to be sold, it shall remain in effect indefinitely. Either party may cancel this agreement on 20 days' written notice; but if Owner cancels the agreement except for cause, the agreement will remain in effect with respect to any items in Broker's possession when notice is given. This agreement may change without notice, but will not effect agreements already signed.

4.2. Owner entitled to sell. Owner owns all items to be sold under this agreement, and is entitled to sell them in the manner described here. Owner will indemnify, defend and hold Broker harmless against any liability based on a claim that Owner is not so entitled.

4.3. Inaccurate information provided by Owner. The parties recognize that Broker will make statements to prospective buyers in reliance on information provided by Owner, and that Broker's reputation in the eBay community depends on his readiness to resolve buyers' claims promptly and fairly. If a buyer claims to have suffered a loss due to reliance on inaccurate information provided by Owner, Broker will notify Owner promptly, and will give Owner a reasonable opportunity to participate in resolving the claim. Broker will, however, determine whether and how to satisfy the claim according to his own independent judgment. Owner will reimburse Broker for the costs of satisfying the claim, provided that the claim was reasonable and that the manner and cost of satisfying the claim were reasonable.

4.4. Arbitration: Any dispute between the parties concerning this agreement will be settled under the commercial rules of the American Arbitration Association by mediation, and if not resolved, by arbitration of the last offered mediation positions.

4.5. Governing law: This agreement will be interpreted according to the laws of the state of New Jersey.

4.6. Severability: If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions of the agreement will continue in force.

4.7. Entire agreement: This agreement constitutes the entire agreement between the parties, and may be changed only by a written amendment signed by both parties.

Please list each item in a separate section – Fill in as much information as you can

Item 1	Starting Bid \$	Reserve Price \$	Buy it Now Price \$	Estimated Value \$
Describe the item and anything important about the item				

Item 2	Starting Bid \$	Reserve Price \$	Buy it Now Price \$	Estimated Value \$
Describe the item and anything important about the item				

Item 3	Starting Bid \$	Reserve Price \$	Buy it Now Price \$	Estimated Value \$
Describe the item and anything important about the item				

Item 4	Starting Bid \$	Reserve Price \$	Buy it Now Price \$	Estimated Value \$
Describe the item and anything important about the item				

Item 5	Starting Bid \$	Reserve Price \$	Buy it Now Price \$	Estimated Value \$
Describe the item and anything important about the item				

Item 6	Starting Bid \$	Reserve Price \$	Buy it Now Price \$	Estimated Value \$
Describe the item and anything important about the item				

Item 7	Starting Bid \$	Reserve Price \$	Buy it Now Price \$	Estimated Value \$
Describe the item and anything important about the item				

Item 8	Starting Bid \$	Reserve Price \$	Buy it Now Price \$	Estimated Value \$
Describe the item and anything important about the item				

eBay, PayPal and eBidDesigns Fees

Subject to change without notice

eBay Insertion Fees

Starting Bid or Value	Fee (depends on category)
Auction: \$0.01 – 0.99	\$0.10
Auction: \$1.00 – 9.99	\$0.25
Auction: \$10.00 – 24.99	\$0.50
Auction: \$25.00 – 49.99	\$0.75
Auction: \$50.00 – 199.99	\$1.00
Auction: \$200.00 – up	\$2.00
eBay Store insertion fee/item	\$0.20/mo until sold

eBay Final Value Fees

Ending Amount	Fee
Auction: \$0.01 – 50.00	7.5%
Auction: \$50.01 – 1000.00	\$3.75 + 4% \$50 & up
Auction: Over \$1000.00	\$41.75 + 2% Balance over \$1000
eBay Store: \$0.01 - \$50.00	7% - 13% Depends on category
eBay Store: \$50.01 - \$1000	7% - 13% Depends on category
eBay Store: over \$1000	7% - 13% Depends on category

eBay Reserve Fees

Reserve Amount	Fee
\$0.01 – 199.99	\$2.00
\$200.00 - up	1% up to \$50 max

eBay Buy It Now Fees (per item)

Item Amount or Value	Fee
\$0.01 – 9.99	\$0.05
\$10.00 – 24.99	\$0.10
\$25.00 – 49.99	\$0.20
\$50.00 - up	\$0.25

eBay Upgrade Fees (Auction)

eBay store upgrade fees vary

Gallery Plus:	\$0.35 or \$1.00
Item Subtitle:	\$0.50 or \$1.50
Bold:	\$2.00 or \$4.00
10-Days:	\$0.40 additional

PayPal Fees

Paypal Amount Received	Fee
\$0.00 – 3000.00	\$0.30 + 2.9%
\$3000.01 – 10,000.00	\$0.30 + 2.5%
\$10,000.01 – 100,000	\$0.30 + 2.2%
\$100,000.01 – up	\$0.30 + 1.9%

eBidDesigns Fees

eBay Final Value	Commission
\$0-99.99	25%
\$100.00 – 499.99	20%
\$500.00 – 999.99	15%
\$1000.00 – up	10%

Affiliate Rates

eBay Final Value	Affiliate% of our Commission
\$0-99.99	20.0%
\$100.00 – 999.99	15.0%
\$1000.00 – 9999.99	12.5%
\$10,000.00 - up	10.0%

eBay Motors Fees

Item Insertion	Successful Bid <\$2000	Successful Bid >\$2000
car truck RV camper	\$60.00	\$125.00
Motorcycle boat trailers	\$60.00	\$125.00
Power sports <50cc	\$10.00	\$10.00
Other	\$60.00	\$125.00