

**Kansas City Listing Service.com**  
**913-522-4280 | Mike@KCeBay.com**  
**Mike Shipwright, Branch Manager**

**Overland Park Auctions Consignment Agreement**

This agreement for eBay® consignment services is a binding contract, subject to the laws of the State of Kansas, between Overland Park Auctions, whose primary place of business is 14610 Marty Street, Overland Park, KS 66223 (hereinafter referred to as Consignor) and \_\_\_\_\_ (hereinafter referred to as Consignee).

- 1) Consignor agrees that for a commission, the item(s) below will be listed on eBay® by consignee.
- 2) Consignee is the legal owner of item(s) listed below and said items are free and clear of any and all third-party liens. Additionally, Consignee acknowledges that said item(s) are not stolen, borrowed, misrepresented as to authenticity or otherwise fraudulent in nature. In the event Consignor has reason to believe any item(s) may be stolen, Consignor reserves the right to have item(s) inspected by local law enforcement agencies, without further authorization from Consignee prior to listing.
- 3) Once any item has been listed on eBay® at the agreed listing price, the auction shall be allowed to run its full course with the item being sold to the highest bidder, regardless of final selling price. In the event that Consignee demands the item(s) be removed from eBay® prematurely, Consignee shall pay a cancellation fee of \$75 per cancelled auction before said item(s) are returned to Consignee.
- 4) Consignor shall conduct the transaction under the eBay® User ID of "KansasCityListingService." Consignor service includes receiving the item(s), maintaining security over item(s), cleaning, photography, creation of auction page, bidder correspondence, collecting payment, packing, shipping, follow-up actions, & payment of balance(s) owed to Consignee.
- 5) Consignee agrees to reimburse Consignor for all eBay® and PayPal® fees associated with the listing of any item(s). Said fees are the actual fees charged by eBay® and PayPal® according to their respective schedule of current fees. Consignor shall deduct these fees automatically, prior to issuing final payment to Consignee. Consignee has reviewed and confirmed said fees with Consignor prior to signing this contract. If free shipping is given, consignor agrees to repay actual shipping cost & fair packaging cost.
- 6) Consignee agrees that, according to Consignor's current commission schedule, Consignor shall automatically deduct any commissions owed from the final sale price of item(s) prior to issuing final payment to Consignee. Final selling price is based on the final qualifying bid, minus eBay® listing fees, eBay® Final Value Fee (end of auction) and PayPal® payment processing fees. The above fees and commissions shall be deducted automatically from money received from the purchaser of Consignee's item(s). As shown below, Consignor's minimum commission is \$10.00 per auction listing. When an item sells, Consignor shall deduct commission's % from that portion of sale. If the item sells for \$40.00, the 1<sup>st</sup> \$29.99 commission % is 45%, and the remaining \$10.01 is at 40%. The current commission schedule is as follows:

|                         |                                |
|-------------------------|--------------------------------|
| \$ 0.00 - Unsold        | Minimum Commission is \$10.00  |
| \$ 00.01 - \$ 29.99     | Commission is 45%              |
| \$ 30.00 - \$ 49.99     | Commission is 40%              |
| \$ 50.00 - \$ 74.99     | Commission is 35%              |
| \$ 75.00 - \$ 199.99    | Commission is 30%              |
| \$ 200.00 - \$ 499.99   | Commission is 25%              |
| \$ 500.00 - \$ 5,000.00 | Commission is 20%              |
| Relisting Fee:          | \$2.00 Per Auction Per Listing |

The portion of the sale will be charged based on the corresponding commission % minus eBay® listing fees, eBay® Final Value Fee (end of auction) and PayPal® payment processing fees. The above fees and commissions shall be deducted automatically from money received from the purchaser of Consignee's item(s). As shown above, Consignor's minimum commission is \$10.00 per auction listing. When an item sells, Consignor shall deduct commissions from the auction proceeds. In the event an item does not sell, Consignee is responsible for payment of fees and commissions.

- 7) Unless prior arrangements have been agreed to in writing, any unsold item(s) must be picked up from Consignor within 7 days of said notification. The commission and associated fees must be paid in full before the item(s) will be returned to the Consignee. Any unsold items not picked up within 14 days, become the property of the Consignor without further notice or process. It is the responsibility of the consignee to arrange pick-up. If pick-up is arrange outside of the 7 days a \$5.00 fee per item per week will be charged & must be paid before possession of items is granted to consignee.
- 8) Payments to Consignees are mailed semi-monthly on or about the 1<sup>st</sup> and 16<sup>th</sup> of each month.
- 9) Consignor shall provide necessary security for Consignee items and do the utmost to protect said items. If Consignor deems it necessary, smaller expensive items such as diamonds, gold jewelry or Rolex watches may be transported to an undisclosed location to insure added security. However, under no circumstances will the Consignor be responsible for loss or damage to items due to fire, theft, flood, accidental damage or breakage, acts of God or acts of war. All claims for damages shall be between the Consignee and their respective Homeowner or Renters Insurance. The Consignee hereby releases the Consignor from any all liability arising out of the loss or damage to any item under unforeseen circumstances.
- 10) Consignee shall not bid nor authorize another to bid on their behalf on any of their listed items. This type of unauthorized bidding is known as "shill bidding." It is against eBay® policy and against the policies of the Consignor. Violation of this policy shall result in the immediate cancellation of all the Consignee's current listings. A cancellation fee of \$75 will be charged for each cancelled listing. All fees incurred for said listings must be paid before the Consignee may retrieve their item(s) from Consignor's office.
- 11) Consignee has read and understands all of the terms and conditions of this agreement. Should the Consignee bring any legal action against the Consignor related to this transaction, the matter shall be decided in a court of law in the State of Kansas. In the event that said court of law decides in favor of the Consignor, the Consignee agrees to pay all legal costs incurred by the Consignor to defend against such action.
- 12) This contract may be revised or amended at the sole discretion of the Consignor. Both parties must agree to any revisions or amendments in writing.

Agreed to this \_\_\_\_\_th day of \_\_\_\_\_, 20\_\_ by:

Consignee: \_\_\_\_\_

Consignee Address: \_\_\_\_\_

Consignee Tel. #: \_\_\_\_\_

Consignee E-mail: \_\_\_\_\_

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

Consignor Representative: **Mike Shipwright dba Overland Park Auctions**

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

| Item | Description | Starting \$ | Reserve \$ | Buy-It-Now \$ |
|------|-------------|-------------|------------|---------------|
| 1    |             |             |            |               |
| 2    |             |             |            |               |
| 3    |             |             |            |               |
| 4    |             |             |            |               |
| 5    |             |             |            |               |
| 6    |             |             |            |               |
| 7    |             |             |            |               |
| 8    |             |             |            |               |
| 9    |             |             |            |               |
| 10   |             |             |            |               |
| 11   |             |             |            |               |
| 12   |             |             |            |               |
| 13   |             |             |            |               |
| 14   |             |             |            |               |
| 15   |             |             |            |               |
| 16   |             |             |            |               |
| 17   |             |             |            |               |
| 18   |             |             |            |               |
| 19   |             |             |            |               |
| 20   |             |             |            |               |
| 21   |             |             |            |               |
| 22   |             |             |            |               |

*Additional items listed on separate sheet and attached to this agreement.*