



Standard Consignment Agreement

Part A

I the Consignee, Tracy Smith , accept goods to be sold on eBay, Amazon, Walmart, or other platforms as deemed necessary, to the terms and conditions listed in this contract and documents attached:

1. Consignor warrants that he or she is the sole legal owner of the property to be sold and that any claims or descriptions he/she has made to the Consignee is true to the best of his/her knowledge.
2. Consignee agrees to be responsible for the loss, damage, safekeeping, and shipping of the items.
3. Consignor agrees to the fee schedule, in Part B, of this contract.
4. 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 90 days in which time they will be listed on an internet platform of the Consignee's choice.
5. Consignee will attempt to sell said goods, the mutual goal of getting the highest paid price for the product, in the least amount of time possible.
6. The Consignor may not withdraw an item after it is sold.
7. Should the winning buyer fail to pay for the item, or should the item be returned before the Consignor has been paid for said item, the money will be retained and the property will be relisted.
8. If Consignor's property fails to sell within 6 months, he/she will be contacted and given the choice to discount said item or have it returned to them.
9. All items are priced based on the current market value on the internet e-commerce sites on the day of listing. This listing price and methods are at the discretion of Consignee.
10. If there are items that the Consignee wishes to establish minimum selling prices on, they should be listed in Part C of this contract.
11. Consignee will pay consignor proceeds from sales *weekly* via Paypal transfer. Written updates on merchandise, processes, or important information will also be given at that time via email. Paypal and email addresses should be written out in Part D of this contract.
12. Any debits for returns will be deducted from the following week's sales.

13. 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.

14. Commission is agreed upon as 50% of *net* profit. Calculated by taking the completed sale price, minus all e-commerce fees including: selling, shipping, cost of office materials, and any other fee incurred as a result of that particular product. Final net profit is then divided in half between the Cosignee and Cosignor.

Part B

Payments will be made on a **weekly** basis, based on **50%** of net profits (after fees).

Part C

These items listed should be returned if the described dollar amounts cannot be obtained:

Part D

Paypal ID: _____

Email Address: _____

Phone Number: _____

This agreement is signed in, and will be interpreted in and subject to the laws of the State of _____.

Consignee _____ Date _____

Consignor _____ Date _____

Witness _____ Date _____