



Kansas City Listing Service eBay Consignment Agreement

This agreement for eBay® consignment services is a binding contract, subject to the laws of the State of Kansas, between Kansas City Listing Service, whose primary place of business is 18474 W 154th Street, Olathe, KS 66062 (hereinafter referred to as Consignor) and _____ (hereinafter referred to as Consignee).

Consignor and Consignee hereby agree that:

- 1) 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.
- 2) Consignor, for a commission, shall list the item(s) listed below on eBay®.
- 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 online transaction under the eBay® User ID of "KansasCityListingService." Consignor service includes receiving the item(s), maintaining security over item(s), inspection, cleaning (if necessary), digital photography, image hosting, creation of auction page with description, bidder correspondence, collecting payment from buyer, packing/shipping and follow-up actions, including posting of feedback and 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. These are the normal fees that the Consignee would have been obligated to pay had they listed and sold an item on their own. 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.
- 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. The current commission schedule is as follows:

\$0.00 - \$19.99	Minimum Commission is \$10.00
\$20.00 - \$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 - \$5000.00	Commission is 20%

Local Pick-Up Fee:	Additional 10% Commission
More Than 1 Exact Item Discount:	Discount 10% Commission

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 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 14 days of said notification. The minimum 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 the allotted time, 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 14 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 1st and 16th of each month. In lieu of paper checks, Consignee may opt for payment through a PayPal® account. Consignee may also pick up payment at Consignor's office by appointment.
- 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 _____, 200__ by:

Consignee: _____

Consignee Address: _____

Consignee Tel. #: _____

Consignee E-mail: _____

Consignee Signature: _____

Payment Method: Check

Consignor Representative: **Garry Yanke dba Kansas City Listing Service**

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				
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21				
22				

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