

e-Powersellers Consignor Contract (Rev 03072008)

250 Broadalbin St. West, Suite 111, Albany, OR 97321 541.928.7066 Sales@e-Powersellers.com

Name:		Email:	
Street:		City:	SI: Zip
Date:	Ph: Home	Ph: Work	Ph Cell
Note:			

1. This is a binding contract between person or entity listed above (SELLER) and e-Powersellers (BROKER). The terms of this agreement are within this contract and no verbal representations are made by any parties of this contract.
2. The SELLER hereby assigns certain items (See Schedule A) to BROKER to sell on SELLER's behalf. Unless other agreements are made, BROKER will prepare a listing containing SELLER's items and launch such listing online for bid or sale usually within 10 business days of SELLER's approval. Items for sale are listed on one or more separate sheets (Schedule A), which when signed by both parties become inclusive to this contract.
3. SELLER warrants that they are not selling on behalf of another and that the SELLER is the true and actual owner of such items and that these items do not infringe on any intellectual property rights of others. SELLER will indemnify and hold harmless BROKER from any and all claims, including all related costs resulting from any third party action involving items sold through this contract inclusive of all costs incurred by BROKER.
4. SELLER authorizes BROKER to represent SELLER in all matters of all transactions including taking possession of item(s), photographing, describing, selling, correspondence, accepting payments, processing, packing, shipping and all matters that may arise through the auction process.
5. Once an item is listed, the auction will run the full course and will be sold to the highest bidder regardless of final sale price. If SELLER demands that an auction be terminated and the item withdrawn from sale before the end of scheduled auction and there remains more than twelve hours left in the auction, then the SELLER will pay a penalty of \$50.00 per auction lot or 50% of the current eBay bid, whichever is higher. No auctions will be terminated within the last twelve hours of the end of scheduled auction for any reason whatsoever as it is prohibited by eBay's terms.
6. If an offer to purchase an item is made prior to listing and the offer is comparable to completed auctions of similar items, BROKER may sell item or items outside of the auction process with SELLER's approval.
7. SELLER agrees to pay a listing fee to BROKER upon BROKER's acceptance of each auction lot for sale. Listing Fee is based upon the starting bid for each auction lot. Listing fee for all opening bids from \$0.01 to \$1000.00 has a listing fee of \$10.00 per auction lot. Auctions with an opening bid over \$1000.00 have a listing fee of \$20.00 per auction lot.
8. BROKER will construct and post a seven or ten auction listing or an eBay store or Buy-It-Now listing. If the auction lot does not sell in the first listing, BROKER will relist the auction lot within 30 days and reduce the starting bid by 25% unless otherwise instructed by SELLER.
9. BROKER will deduct a commission from the FINAL SALES PRICE of each successful transaction. e-Powersellers commissions are based on gross sales price and are as follows. Sale price from \$0.00 - \$1000.00 is 35%, from \$1000.01 - \$2000.00 is 30%, from \$2000.01 - \$5000.00 is 25%, from \$5000.01 - \$7500.00 is 20%, from \$7500.01 - \$12,500.00 is 15%, from \$12,500.01 - \$25,000.00 is 10%, from \$25,000.01- \$100,000.00 is 5% and any sale over \$100,000.00 is 3%. Broker has a minimum commission of \$35.00 USD.
10. SELLER agrees to remove all unsold items from BROKER's premises within 10-days of notification of non-sale or by the date noted below*. Non sale notice can be in the form of a final invoice, phone notice, and email or voice mail. Furthermore, SELLER agrees that on the eleventh day after notice, remaining items become the property of BROKER who may dispose of said items in any manner desired. Items left with the BROKER that were never listed or left for research but never listed, must be removed from BROKER's premises within 30 days of drop off.
11. BROKER sends out commission checks payments once a month. Payments are only made on items that have sold and payment cleared in the prior month. As many incoming funds are electronic it is possible BROKER will need to divide up SELLER's payment into multiple payments until payment is complete and paid in full. If items received by bidder are in dispute, all payments will be held until dispute is settled. Items that need to be returned to BROKER by bidder due to non-working or incorrectly described by SELLER is the responsibility of the SELLER and all costs associated will be the responsibility of the SELLER.
12. BROKER will provide as secure an environment as reasonable for SELLER's items. Although BROKER is fully insured, SELLER understands that insurance coverage for all items is primarily provided by SELLER's homeowner's or renter's insurance.
13. SELLER agrees that SELLER or SELLER's agent will not bid on their own items or request anyone else to bid on their behalf. Shall bidding or any action that may be construed as such will have the same consequence as listed in section 5 and SELLER will not be permitted to use BROKER services again.
14. Should any dispute arise; both parties agree to try to settle the matter prior to seeking legal intervention. If the dispute remains, then both parties agree that Small Claims Court and mandatory mediation will be the proper venue for all disputes of value not exceeding \$5,000.00. If the amount in question is in excess of \$5,000.00 but does not exceed \$10,000.00 then the proper venue is binding arbitration. If over \$10,000.00 then all court costs and legal fees if awarded are the responsibility of the non-prevailing party. If any part of this contract is deemed unenforceable, then the remaining contract shall remain in force.

I have read and understand this agreement:

SELLER: _____

Accepted by: _____