

# Fact Sheet

## What We Do:

- Research your item to make sure its estimated eBay value is satisfactory to you.
- FREE pick-up on most items.
- Digitally capture your item for display on eBay, giving buyers the ability to see exactly what they are bidding on.
- List your item on eBay to be viewed by MILLIONS in a professional auction.
- Package and ship the item after it sells.
- Send you a check by mail after the sale is final.

## Services We Offer:

Special Service	Premium Service
<p>Flat Fees:</p> <ul style="list-style-type: none"><li>• Prepayment: \$0</li><li>• If item does not sell, customer pays a \$10 unsuccessful item fee.</li></ul>	<p>Flat Fees:</p> <ul style="list-style-type: none"><li>• Prepayment: \$18</li><li>• <b>\$18 is credited back to you when your item sells!</b></li></ul>
<p>Commission:</p> <ul style="list-style-type: none"><li>• 30% of the auction's Final Bid Value up to \$1,000.</li><li>• 25% of the remaining FBV over \$1,000.</li></ul>	<p>Commission:</p> <ul style="list-style-type: none"><li>• 30% of the auction's Final Bid Value up to \$1,000.</li><li>• 25% of the remaining FBV over \$1,000.</li></ul>
<p>Services Included:</p> <ul style="list-style-type: none"><li>• eBay Market Appraisal of Item(s)</li><li>• Inventory</li><li>• 1-3 Digital Photographs</li><li>• Professional Listing On eBay</li><li>• 10-Day Auction</li><li>• Gallery Feature For Your Item</li><li>• Shipping, Handling &amp; Packaging Costs</li></ul>	<p>Services Included:</p> <p><i>All Services in Standard Package Plus:</i></p> <ul style="list-style-type: none"><li>• Unlimited Digital Photographs</li><li>• "Buy It Now" Feature Upgrade</li><li>• Set Time, Date and Starting price</li><li>• 1-, 3-, 5-, or 10-Day Auction</li></ul>

## What Happens if the Item Doesn't Sell:

- There is a small \$10 unsuccessful item fee for all listings starting at \$1 and above.

## What We Charge:

- 30% of the Final Bid Value up to \$1,000 and 25% of any amount over \$1,000; plus eBay fee's, which average 5% of the FBV.

## Who Pays for Shipping:

- We handle all of the shipping, handling and packaging costs.

## How Long Will it Take:

- Each auction is 10 days and you should receive your check within 2-4 weeks after the final sale of all your items.

## Where is the Item Stored:

- For smaller items, legally, we have to take possession of the items in order to sell them on eBay. However, for larger items, the items will remain with you and we will set up a local or freight service pick up after the sale.



6013 NW 41st Lane  
 Gainesville, FL 32606  
 352.335.5003

## Seller's Agreement

Please complete this form and give it to our staff, with your driver's license.

### Customer Information:

\_\_\_\_\_  
 First Name Last Name

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Driver's License Number/State

### Select a Service:

Special

Premium

~ \$18 Pre-Pay ~ (fully reimbursed to you if your item sells)

Plus: "Buy It Now" or set "Reserve" (1% of Reserve).

### Tell us about your item(s):

#### Item Description:

Please list any and all information about your items that would be important in selling your item(s). (i.e. Brand, Style, Markings, Condition, Age, Color, Uses.) Also, what makes your item(s) different or unique?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
**Starting Bid: Reserve Price: Buy It Now Price:**

\_\_\_\_\_  
**PLEASE LIST ANY AND ALL DAMAGE AND WEAR:**

\_\_\_\_\_  
**Anything else we should know about the item?**

\_\_\_\_\_  
**Estimated or Appraised Value:** (For insurance purposes) \$

**If your item does not sell, would you like to relist it?**

- Yes, Relist
- No, Do Not Relist

**If your item does not sell after relisting, would you like to?**

- Pick Up/Return Item
- Donate My Item

**How did you hear about us?**

- Yellow Book
- Mini Mint
- Buy-Rite
- TV Commercial
- Talking Phone Book

- Yellow Pages
- Referral/Other: \_\_\_\_\_

### Sign Here:

Your signature below confirms your acknowledgement of the terms and conditions of this agreement.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name Date



1.1 Purpose. Broker will offer certain items owned by Owner for sale on eBay. Broker will answer inquiries, accept payment 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 removed unless otherwise stated.

2.2 Exclusive Right To Sell. Broker will have the exclusive right to sell each item from the time Broker takes possession of item and until it is returned to Owner unsold or notify Owner of their intention to do so. During that time, Broker will use their 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,
- 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, or standard freight services, or cannot be shipped safely because of delicate nature.
- 2.3.6 - that according to their own independent judgment Broker deems to be unsuitable, or unlikely to sell on eBay.

2.4 Listing. Broker will prepare an eBay item description for each item and list it within 7 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 7 days. Broker will list all items under Broker's eBay ID and Store.

2.5 Re-Listing and Disposal of Unsold Items. Broker will list all items at least 3 times and will re-list the unsold item within a reasonable time. If Broker declines to list any item after taking possession of it, they will notify Owner within 1 week of discovering cause for declining it. Owner is responsible for picking up any unsold items within 14 days of Broker notification. If Owner fails to pick up any unsold item within 14 days of Broker notification, the item becomes property of G8RBAY and may be disposed of at their discretion.

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

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

#### Expenses: Payments

3.1 Packaging and Shipping Charges. Broker may require buyers to pay reasonable charges for packaging and shipping items sold.

3.2 Payments To Owner- Amount: Broker will pay to Owner an amount equal to Final Bid Value minus:

- 3.2.1 Broker's commission, shall be determined by G8RBAY based on the Final Bid Value as follows: 30% up to \$1,000; 25% of remaining FBV over \$1,000. The commission will be computed separately for each item sold, with the following exception: for multiple items purchased by one buyer at a single transaction from a single listing, the commission will be computed on total receipts. Minimum commission \$18.00 per item.
- 3.2.2 Any selling/non-selling expenses which this agreement identifies as reimbursable or out of scope. (i.e. eBay Fees, Shipping & Handling Fees)
- 3.2.3 G8RBAY will be reimbursed an \$48 Consultation Fee when traveling to meet with a client and client does not list item(s) with G8RBAY.
- 3.2.4 G8RBAY may be reimbursed an unsuccessful auction fee for any unsold item based on each listings starting price.(\$.01-.99 = FREE; \$1 or more = \$10.00)

3.3 Payments To Owner- Time. Within two-four weeks after the final sale of all items, Broker will issue check to seller, unless otherwise determined between parties.

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, re-list the item, or sell the item to another bidder for the amount of that bidders 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 21 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. Early termination of the agreement will result in a minimum \$48 fee and will be determined at G8RBAY's discretion.

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 their 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 their own independent judgment. Owner will reimburse Broker for the costs of satisfying the claim, plus Broker's time and effort, 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 Florida. Venue shall be in Alachua County, Florida.

4.6 Severability. If any provision of this agreement is held to be invalid or unenforceable, the remaining provision(s) of the agreement will be enforced.

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.