



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 the second time, would you like to?

Pick Up/Return Item
 Donate my item

How did you hear about us?

Super Pages Mini Mint TV Commercial
 Buy-Rite Gainesville Chamber

Mega Books
 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 locations 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. If Broker elects to re-list an unsold item, they will do so within a reasonable time, and will notify Owner within 1 week of the close of the second listing if it remains unsold. 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, 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 bidding 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 Dutch auction or in a single transaction from a single fixed-price listing, the commission will be computed on total receipts. Minimum commission \$5.00 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 \$18 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 auctions starting price. (\$.01-.99 = FREE; \$1-499.99 = \$8.00; \$500 or more = \$10.00)

3.3 Payments To Owner- Time. Within two-four weeks after the final sale, 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.

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, 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.