

Please read carefully. This is a binding legal document.

1. Goods to be Auctioned. ETC Equities LLC (“iSold It on eBay”) hereby accepts the goods listed on the attached Inventory Sheet as Consignee, to be auctioned for sale on eBay.

2. Consignor Warranties and Representations. You warrant and represent that you are the sole legal owner of the items to be sold, and that you have obtained the items in a legal manner and that you have clear title to the items on the Inventory Sheet. (If property is jointly owned with any other people, each person must sign off on this agreement.) If an item has a legal title (such as a motor vehicle), you warrant and represent that the title delivered to iSold It on eBay is an original, and has not been altered or encumbered in any way. You warrant and represent that the description of the item is complete, true and accurate, and that no defects have been discovered in the item that are not listed. You warrant and represent that all goods and products tendered to iSold It on eBay are authentic and that you have not made any misrepresentations with respect to those goods and products. You further warrant and represent that by signing this agreement, no rights of any third parties will be violated.

3. Listing Fees. All eBay and Pay Pal Transaction Fees are not inclusive in the Fee Structure and are a separate charge. iSold It on eBay does Not offer Reserve Prices on any auction unless clearly outlined and agreed on the attached inventory sheet.

4. How It Works. iSold It on eBay will accept possession of the items to be sold and retain possession until goods are shipped to the purchaser. You agree to leave the items with iSold It on eBay for at least 14 days from today’s date. During this period, they will be listed on eBay for a three, seven or ten day auction, at iSold It on eBay’s sole discretion. iSold It on eBay reserves the right to hold multiple auctions during this period if the item does not initially sell.

Once an auction has closed, an item will be shipped to the winning bidder upon receipt of payment. iSold It on eBay will be responsible for safely storing the items and packing and shipping them to the purchaser. All items can be monitored during the 7 day auction duration on eBay as well as www.isolditonebay.net and select current auctions.

Should a winning bidder fail to pay for an item, iSold It on eBay will offer it to the next highest bidder. A purchaser has 5 days to return an item if it has damage not described in the description (one day for inspection of motor vehicles). Should an item be returned for damage that was pre-existing at the time of Consignment, or an item is not as described in this agreement, Consignor must pay return shipping costs from the purchaser to iSold It on eBay. If an item(s) fails to sell within the fourteen (14) day period, or a purchaser fails to accept an item, it will either be returned to you or put up for auction again, at your option. If an item(s) fails to sell within the fourteen (14) day period, you agree to pick the item up at our store within five (5) business days from the time you are notified by iSold It on eBay of its return, or pay the actual shipping costs to ship the item(s) back to you. Any unsold items not picked up by you will be property of iSold It on eBay after thirty (30) days. You hereby agree to indemnify and hold iSold It on eBay harmless for any claim or damages, where ever incurred now or in the future, for any term eschewed in Section 4.

5. Withdrawal of Items. If you change your mind and wish the return of any item consigned to iSold It for sale prior to 24hr before the end of any auction, you must pay a withdrawal fee of \$30.00 per item. Items may not be returned once they have sold, or within the last twenty-four (24) hours of an auction under any circumstances.

6. No Reserve Price. All items are sold without a minimum sales price (a "reserve price") unless you agree to pay upfront the Additional Listing Fees as itemized on the attached page.

7. Payment to You. Once an auction is completed, and payment is received, the items will be shipped to the purchaser. Upon safe receipt and acceptance of the items by the purchaser, iSold It on eBay will pay all monies to due you in a reasonable amount of time, approximately 30-45 days, less Fees and Commissions due to iSold It on eBay. iSold It on eBay will mail you the check directly; checks are not available from our stores. If a purchaser rejects an item based on misrepresentation or authenticity of the item by you, or an incorrect description of the item, iSold It on eBay will refund the purchaser's payment, and the item will be returned to you.

8. This Agreement shall be governed by the laws of the State of Illinois. You and iSold It on eBay agree to submit to personal jurisdiction of the courts in Cook County.

PLEASE PRINT CLEARLY

DATE _____

CONSIGNOR NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

ACCEPTED AND AGREED:

CONSIGNOR

SIGNATURE: _____