



CONSIGNMENT AGREEMENT

Consignor Name:			
Street Address:			
City:	State	Zip Code:	
Driver's License:	Email:		
Phone Number:	Cell Phone:		

Our commission:

We charge the following commission for auctioning your item on eBay:

- \$10 minimum fee
- 30% for final sale price up to \$500;
- 20% for final sale price of \$500.01 to \$1000, and
- 15% for final sale price of \$1000.01 and up

Your listing service includes:

- Quality digital photos of your item/s
- Professionally written Listing and Description of your item/s
- 7-day eBay Listing, at starting price of your choice
- Gallery Photo to attract more buyers to your item/s
- We monitor your auction/s and answer bidder's questions
- We process payments and shipping
- We send an itemized invoice and check to you

Your Fees:

eBay and PayPal transaction fees are the responsibility of the Consignor.

eBay fees are posted at: <http://pages.ebay.com/help/sell/fees.html>

PayPal fees are posted at: https://www.paypal.com/cgi-bin/webscr?cmd=_display-receiving-fees-outside

Shipping/Handling fees are the responsibility of the Buyer.

If your item does not sell:

If any of your items do not sell after 7 days, we may re-list the item at no additional charge for another 7-day online auction, unless you choose not to re-list item.

If any of your items do not sell after the second 7-day listing, you must pick up your items within 10 days. Any of your items not picked up before the end of the 10 days will be discarded by any means we choose which may include sale of the items or donation to charity without any further authorization from you.

AGREEMENT

This Agreement is between Internet Montana (the "Consignee") and you (the "Consignor"). This Agreement describes the terms under which Internet Montana ("we") will list your items for auction on eBay® for you. This is a legal document, so please read carefully before signing. Here's how our service works:

- We will list your item on eBay auctions for a 7-day listing including a gallery picture and description.
- If there is no minimum bid or reserve price, your item could sell for any amount.
- When the auction is complete, we will collect the sale amount from the buyer. We will then ship your items to the buyer. Shipping and handling will be paid by the buyer to Internet Montana.
- Once the return period or any credit chargeback period is over, we will mail you a check for the gross selling amount, less our commission and any applicable fees.

NOTE: The terms of the online auction are governed by eBay's applicable terms and conditions. The actual sales price will be the highest qualified bid received, subject to receipt of actual payment from the buyer. We do not control the sales price, which may be less than could be obtained through alternative means. The buyer may return the item and receive a refund, but ONLY if the item is "not-as-described". For example, if your listing says an item is in working condition and it is not, the buyer can return it. As long as you disclose everything about the item, it is unlikely that the buyer will return it. However, we (and you) must wait for the return period and any credit chargeback period to end before we settle with you. The entire process from listing your item until you receive your settlement could be 30-60 days or longer.

Internet Montana reserves the right to reject any item for sale at any time and with or without cause or reason and may terminate this Agreement at any time by providing notice to you. Termination of the Agreement will not terminate either of our obligations to make any payments to the other that arose under the Agreement prior to termination.

If any disagreement arises under this Agreement or between the buyer of your items and eBay, you or us, we may deliver any funds as required under the eBay or PayPal rules or to a court. Upon delivery of the funds, Internet Montana will be relieved of any further obligation to you with respect to those funds.

You are solely responsible for any claims, disagreements or disputes arising from the sale of items to a buyer or with eBay or PayPal, including any credit chargeback or similar issue. You will pay us any amounts we are required to pay to a buyer, eBay or PayPal under any such claim, disagreement or dispute.

DISCLAIMER

Internet Montana is acting only as a consignee of your goods. Internet Montana makes no warranties, and no warranties will be implied, with respect to this Agreement, or the services performed in connection with this Agreement. Internet Montana's maximum liability under this Agreement is limited to the selling price of your item(s), less our commission and fees under this Agreement. **In no event will Internet Montana be liable for consequential, indirect, special, punitive or exemplary damages that may arise from or in connection with this Agreement, our performance of this Agreement, or the sale of your item.**

This Agreement is subject to, and incorporates, the rules of eBay and PayPal. If there is a conflict between this Agreement and the rules, the rules will be followed to the extent necessary to resolve the conflict. Internet Montana may withhold any amounts due to you until all transactions and payment have fully and finally settled, including during any credit chargeback period, and may apply funds received from the sale of your property to amounts you owe Internet Montana.

This Agreement is governed by the laws of the State of Montana. This is the complete Agreement of the parties. There are no oral terms. This Agreement is not assignable by you. You agree to execute additional agreements or documents that we require in furtherance of this Agreement.

I have read and accept the terms and conditions set forth in this Agreement. I certify that I have good and marketable title to all the items that I have brought to Internet Montana to auction on eBay, that no other person has a lien or other interest in the items, that the description of the items provided by me are true and correct and that I have the authority to enter into this Agreement and to sell all of the items described in this document.

Signature: _____ Date: _____
Consignor

Signature: _____ Date: _____
Computers Unlimited d/b/a/ Internet Montana