

Consignment Agreement for HOG Members



Consignor Name: _____ # Items to Sell _____

Address: _____
Street Info City State Zip Code

Email: _____ Phone # _____

The Classy Biker, LLC, consignee, accepts the goods on **the attached eBay Consignor Selling Inventory form**, to sell on eBay to the highest bidder under the terms and conditions listed in this contract and documents attached hereto.

1. Consignor warrants that he or she is the sole legal owner of the property to be sold. (If property is jointly owned with others, all parties will need to sign.) Consignor further warrants the description of the item(s) and any representations made about the item(s) is/are true and correct to the best of his/her knowledge.
2. Consignor agrees to pay a listing fee of **(\$50)** for listing each item. This fee is non-refundable whether the item sells or not.
3. Consignee, ***The Classy Biker, LLC***, agrees to be responsible for the loss or damage and safekeeping of the items and will ensure they are packed and shipped properly to the eventual buyer.
4. Consignor agrees to the fee schedule that is attached hereto, as part of this contract. Any special fee agreements or changes must be in writing and initialed by both parties.
5. Consignee = ***The Classy Biker, LLC*** will retain possession of the merchandise until the goods are sold and delivered to the final purchaser or returned to the consignor, Consignor agrees to leave the items with the consignee, The Classy Biker, for a period of at least **30 days** during which time they will be listed on eBay for a three-, seven-, or ten-day period for sale.
6. Once items are listed on eBay, it will run the full auction course until it is sold to the highest bidder. If consignor demands return of the property prior to the end of an auction, or the **30-day** period, he will pay a withdrawal fee of **\$10.00 per item**. Consignor, may not withdraw and item after it is sold, or within the last 24 hours of the auction under any circumstances.
7. Once an auction has ended with a successful sale (**a price at or above the minimum listed price**), the property may not be withdrawn and will be delivered to the highest bidder upon receipt of payment.

8. Should the winning bidder fail to pay for the auction, the property will be offered to the next highest bidder. If this bidder does not accept the item it will be returned to the consignor or put up for auction again at the consignor's options.
9. If consignor's property fails to sell within the 30 day business period, consignor agrees to pick up the items within ____ days of notification or items become the property of the Classy Biker, LLC to be donated to a local charity.
10. All items are sold without a "Reserve Selling Price" unless the consignor agrees to pay the non-refundable reserve pricing fees and the additional listing fees in advance.
11. Once an auction is completed, and payment is received, the merchandise will be shipped to the buyer. Upon safe receipt by buyer, Consignee, **The Classy Biker, LLC**, will effect payment of proceeds, less fees to the consignor. Payment to Consignor will be after the last item sales + 10 days. If a buyer rejects an item of merchandise due to misrepresentation, payment will be refunded to the buyer and the item of merchandise will be returned to the Consignor. No payment of proceeds will be payable to the Consignor.
12. Both parties agree that any disputes arising under this agreement will be settled by binding arbitration according to the rules of the American Arbitration Association.
13. This agreement is signed in and will be interpreted in and subject to, the laws of the State of Georgia.

The Classy Biker, LLC Fee Schedule

Listing fees **\$.50** for each item (non- refundable)

Commission of items sold **30% of final selling price.**

Consignor Signature

Date

Consignee Signature, The Classy Biker, LLC

Date