



MOTOR VEHICLE CONSIGNMENT AGREEMENT

For Professional Marketing Services on 

CLIENT Name: _____ **Telephone:** _____

Address: _____

City, State, Zip _____ **Email:** _____

1. Services: eDistribute.net will offer Motor Vehicle owned by CLIENT for sale on the eBay Motors Auction Site.

The following Professional Services are provided by eDistribute.net on behalf of the CLIENT:

- Photography, Auction Web Site Design & Hosting
- Determine and Publish in proper eBay Listing Category
- Set minimum Auction Bid Price and Minimum Reserve Price with CLIENT
- Research Motor Vehicle Value and post with accurate description of Motor Vehicle
- List Motor Vehicle Auction on eBay for seven (7) days
- List Motor Vehicle on the "Current Auctions" page of our web site with link to the CLIENT's Auction
- Provide a link to CLIENT of eBay Auction to follow the activity of Auction
- Manage all Communication and Customer Service with Bidders, Prospective Bidders and Auction Winner
- Invoice and Receive Payment, pay eBay Auction Fees and expenses
- Arrange for Delivery of Motor Vehicle to Auction Winner
- Disbursement of proceeds (less Commission) to CLIENT

2. Possession: eDistribute.net agrees to allow CLIENT to maintain possession of Motor Vehicle during Auction periods. CLIENT may not sell or remove from availability the Motor Vehicle except as described herein.

3. Cancellation: If CLIENT wishes to cancel Auction for Motor Vehicle before listing, CLIENT must notify eDistribute.net by phone no later than noon MST on agreed-upon listing day. LISTING FEE will be charged to CLIENT. If CLIENT wishes to cancel Auction during the Auction and no bids have been made upon Motor Vehicle, CLIENT must notify eDistribute.net by phone. eDistribute.net will cancel the Auction within six hours. (Be aware, bid(s) may occur during this period, thus changing status to "listed with bid".) Providing no bids have been made when eDistribute.net cancels the Auction, only LISTING FEE will be charged to CLIENT. If CLIENT wishes to cancel Auction and Auction has bid(s), CLIENT must notify eDistribute.net by phone no later than 12 hours before Auction end. The COMMISSION on the highest bid received at the time of cancellation will be charged to CLIENT. If CLIENT has sold Auction item, or for any reason, item is unavailable to eDistribute.net to complete transaction on which there has been a Winner, CLIENT will be charged LISTING FEE plus the COMMISSION plus 25% of sell price.

4. Term of Agreement: This agreement shall remain in effect until eDistribute.net and CLIENT agree to cease transacting business with each other, the Auction is finalized or until a superceding agreement is in effect

5. Exclusive Right to Sell: eDistribute.net will have the exclusive right to sell consigned Motor Vehicle during the Term of Agreement, during which eDistribute.net will use its best efforts to sell the Motor Vehicle.

6. Right to Decline: eDistribute.net may decline to list the Motor Vehicle for any reason, including but not limited to: that which does not conform to this agreement's description of Motor Vehicle to be sold; if one is provided, whose sale is regulated or prohibited by federal law or by any state law; that which cannot be listed on eBay under eBay rules; that CLIENT's open bid price is deemed higher than would be sold for on eBay; that which is against eDistribute.net's terms of service or deemed harmful to eDistribute.net's reputation.

7. Listing: eDistribute.net will receive completed description from CLIENT (to be developed with eDistribute.net) and will use its judgment in writing item description(s) which will conform to standard grammatical conventions and is deemed to aid in sale of Motor Vehicle. eDistribute.net will list the Motor Vehicle on the date agreed upon with CLIENT. Each item's expected listing date will be noted on Auction Form. If eDistribute.net does not meet listing date, CLIENT may request refund of LISTING FEE by eDistribute.net. or accept listing on another date as agreed upon by CLIENT.

8. Upgrades: CLIENT may specify eBay Auction upgrades if eDistribute.net Listing Plan terms warrant, such as Featured Auction, Highlight, etc. This will be added to LISTING FEE to be paid by CLIENT.

- 9. Unsold Motor Vehicle:** If CLIENT chooses, eDistribute.net will relist Motor Vehicle one time within 2 weeks of close of Auction of first listing if relist is available in chosen PLAN, otherwise Auction will be closed, and LISTING FEE to be paid by CLIENT.
- 10. Expenses:** eDistribute.net shall provide its own operating and shipping materials. eDistribute.net will charge shipping, insurance and handling fees to Buyer and collect this independent of CLIENT.
- 11. Listing Fee:** eDistribute.net will receive from CLIENT, before listing Motor Vehicle on eBay, the LISTING FEE for Motor Vehicle to be listed. The LISTING FEE is non-refundable, whether or not the Motor Vehicle sells.
- 12. Expense Payables:** eDistribute.net will pay, from the LISTING FEE and COMMISSION fees, all eBay listing and final value fees. eDistribute.net will also pay any Paypal.com, merchant account or transaction fees.
- 13. Proceeds to CLIENT:** eDistribute.net will pay CLIENT the proceeds from Auction of Motor Vehicle immediately upon verification of payment by Winner. CLIENT will be informed of status of payment transactions until completed. The commission fee will be deducted.
- 14. Non-paying Winner:** If a Winner fails to fulfill the terms of the sale agreement, eDistribute.net may elect, with CLIENT's approval, to declare the item unsold, relist the item or sell the item to another bidder for the amount of that bidder's high bid (which will be less than the final bid the Winner had agreed upon).
- 15. Returns:** Motor Vehicle Auction will be published in 'AS IS' condition, the return of Motor Vehicle after delivery will not be allowed, or the responsibility of eDistribute.net.
- 16. CLIENT Bidding:** CLIENT agrees to not bid, directly or indirectly, on Motor Vehicle consigned to eDistribute.net by CLIENT. CLIENT agrees to hold eDistribute.net harmless from and against any and all claims, damages, liabilities and expenses and any losses, including commissions, relating to any breach of CLIENT's obligations, representations or warranties herein.
- 17. eDistribute.net Withdrawal of Auction:** eDistribute.net may withdraw any item from Auction if eDistribute.net believes there are doubts to item's ownership, authenticity or attribution. This will be treated as per section 3 above, as if CLIENT has cancelled Auction.
- 18. Power Outage:** In the event that eBay and/or eDistribute.net's host server or ISP experiences a power outage at any time during the Auction, CLIENT will hold eDistribute.net harmless beyond any compensation eBay, host or ISP offers.
- 19. Confidentiality:** eDistribute.net and CLIENT agree to confidentiality of mutual information and may release such information only with the written consent of each party, or as required by law.
- 20. Auction Form:** The attached Auction Form and Fee Agreement is considered part of this agreement.
- 21. Shill Bidding:** We abide by and enforce policy set by eBay. CLIENT is bound by this agreement to not participate in this illegal practice. If it is determined by eDistribute.net this policy is violated, eDistribute.net will exercise any remedy necessary to protect it's reputation with eBay and the community of eBay.

What it is and why it's not permitted on eBay:

Shill bidding is the deliberate placing of bids to artificially raise the price of an item and is not allowed. To avoid the appearance of being involved in this activity, family members, friends, and individuals living together, working together or sharing a computer should not bid on each other's items.

Shill bidding undermines trust in our community and is not permitted on eBay. In addition, shill bidding is illegal in many areas with severe legal penalties. We want to ensure that all eBay users understand what shill bidding is, why eBay treats it so seriously, and what can happen if one engages in shill bidding. We also want to ensure that one does not unknowingly engage in the practice.

ACKNOWLEDGEMENT

CLIENT Signature

Date

eDistribute.net Representative

Date