



3006-B West Division Street
 Arlington, Tx 76012
 Phone: 817.860.9313
 Fax: 817.860.6023
 Email: gene@photomarketing.biz
 Website: www.photomarketing.biz

PhotoMarketing Associates Consignment Contract

AGREEMENT made as of this day _____ between PhotoMarketing Associates (Herein after referred to as "PMA") and

Name: _____ (herein after referred to as Consignor)

Address: _____

City, State, Zip _____

Phone: _____

E-Mail: _____

WHEREAS, the Consignor wishes to have certain items offered by PMA for sale on eBay or other auction sites, and WHEREAS, PMA wishes to represent the Consignor under the stated terms and conditions of the agreement,

THE PARTIES AGREE:

TERM: This agreement shall have a term of forty five (45) days and may be terminated by either party giving ten (10) days written notice to the other party. Unsold merchandise must be picked up within fifteen (15) days after the close of the auction or disposed of in accordance with terms in this agreement.

FEES: Commissions are paid on a sliding scale as follows:

Items sold for less than \$1,000: 40% of the sales price.

Items sold for \$1,001 to \$5,000: 40% of the first \$1,000; 30% of the amount between \$1,000 and \$5,000.

Items sold for \$5,001 to \$10,000: 40% of the first \$1,000; 30% of the amount between \$1,000 and \$5,000; and 25% of the amount between \$5,000 and \$10,000.

Items sold for above \$10,000: Fees are negotiated.

If any item does not sell, PMA will not receive a commission or any fees. As part of this agreement, PMA will pay all fees relating to listings, including all eBay listing fees and PayPal fees.

SELLING PROCEDURE: All aspects of the transaction will be conducted under the eBay user ID "rosebudauctions". This may include taking possession of the item (s) for sale, quality inspection, cleaning, minor touch up if necessary, photography, writing item descriptions, ad production and listing, correspondence with bidders, image hosting, follow-up, shipping, collecting and disbursing funds. All preparation and marketing costs are included in PMA's commission.

LISTING PRICES: PMA will use experience and research to determine a reasonable selling price for the consigned item(s). Expected final selling prices will be discussed and agreed upon prior to placing the item for sale.

SALES OUTSIDE THE AUCTION: If a higher price is offered BEFORE the item is listed on auction site, the consignor will be contacted to decline or accept such offer.

ENDING AUCTION EARLY: Once item is listed, the auction will run the full course and must be sold to the highest bidder, regardless of price. If such an instance arises that the owner demands the item(s) to be pulled during an auction, the owner will pay a cancellation fee of \$100. Ending an auction early is not advised since most of the bidding is done near the end of the auction.

SHIPPING: All shipping will be handled by PMA unless otherwise agreed upon. Buyers will pay for shipping costs in accordance with the terms spelled out in the auction listing.

PAYMENTS: PMA shall pay the Consignor all proceeds due to the Consignor within 30 days from the date payment is received.

RECORDS AND ACCOUNTING: Transactions will be conducted in a transparent manner and PMA will provide the consignor with detailed listing and close out statements.

LOSS OR DAMAGE: PMA shall make every effort to safeguard consigned item(s); however all risks of fire, theft, flood, accidental damage or breakage, any acts of nature resulting or any damage to the property delivered under this agreement shall be retained by the Consignor and the Consignor shall keep such property fully insured at the expense of the Consignor and for the benefit of and in the name of the Consignor.

UNSOLD ITEMS: We typically list an item for a seven (7) day auction cycle. If the item doesn't sell during the first listing period, PMA will list it for a second auction cycle at no additional cost to the consignor. If an item doesn't sell after the second listing, Consignor agrees to pick up any unsold items within fifteen (15) days of the end of the auction or advise PMA as to the disposition of unsold items. If Consignor does not pick up unsold items or instruct PMA as to the disposition within the fifteen (15) day time period, Consignor agrees to surrender ownership rights of the consigned items and is aware that such items will be donated to charity with no additional authorization from the Consignor.

OWNERSHIP OF CONSIGNED ITEMS: Consignor attests that none of the consigned items were obtained illegally and that the Consignor has full rights of ownership or assignment of consigned items.

AGREEMENT TO TERMS: Both parties have read and understand all statements included in this agreement. This agreement may not be revised or amended without the written consent of both the consignor and PMA.

IN WITNESS THEREOF, the parties hereto have signed this Agreement as of the date first set forth above

Consignor _____

Date _____

PhotoMarketing Associates _____

Date _____

