



Auction it TODAY of CT & RI, LLC
758 Four Rod Rd.
Berlin, CT 06037
Tel: (860) 828-4400
Fax: (860) 828-8684
www.auctionittodayctri.com

SELLER LISTING AGREEMENT

SELLER INFORMATION:

Name: Date:
Street Address: E-mail
Street Address: Phone:
City/State/Zip Cell Phone:
Referral Source:

ITEM INFO. (Describe the item, it's history, any known flaws, any other details the buyer should know):

Qty: Brand: Model: Year/Age: Cond:
Price New: Approx. Value: Instructions/Manuals: Y or N Original Pkg.: Y or N
Seller's Asking Price (net): Lowest Price Seller will accept (net):
Off-Site Item fee paid upfront (if applicable): Pickup Fee (if applicable):

COMMISSIONS (BASED ON THE ITEM'S SELLING PRICE) ARE:

- 50% for items sold under \$500.00
45% for items sold between \$500.00 - \$999.99
35% for items sold between \$1,000.00 - \$1,999.99
30% for items sold between \$2,000.00 - \$2,999.99
25% for items sold between \$3,000.00 - \$4,999.99
20% for items sold between \$5,000.00 - \$9,999.99
15% for items sold over \$10,000.00

NOTE: THE ABOVE COMMISSIONS INCLUDES ALL EBAY AND PAYPAL FEES

EBAY FIXED PRICE LISTING WITH BEST OFFER SERVICE:

We will generally list an item for (10) to (30) days on eBay with a fixed 'Buy It Now Price / Best Offer Feature'. The listing includes a photo slideshow and detailed description. If the item does not sell after the (30) day listing ends, it can be listed in our eBay store for up to 90 days. Items can be listed longer than 90 days with Auction it TODAY management approval.

Special Terms & Conditions:

NOTE: THERE IS A \$50.00 'RETURN ITEM FEE' FOR ANY ITEM THAT IS PICKED UP BY THE SELLER BEFORE THE END OF THE 90-DAY LISTING PERIOD. THE 'RETURN ITEM FEE' MAY VARY FOR LARGER OR OFF-SITE ITEMS.

By signing below, I agree to be bound by the terms and conditions listed on the front and back of this agreement and I hereby authorize Auction it TODAY to sell my property via any means, including but not limited to eBay, craigslist, live auctions or in-person direct sales.

Authorized Seller Signature: Date:



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**ITEM INFO. (Describe the item, it's history, any known flaws, any other details the buyer should know):**

Qty: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_ Year/Age: \_\_\_\_\_ Cond: \_\_\_\_\_  
Price New: \_\_\_\_\_ Approx. Value: \_\_\_\_\_ Instructions/Manuals: Y or N Original Pkg.: Y or N  
Seller's Asking Price: \_\_\_\_\_ Lowest price seller will accept (after AIT commission): \_\_\_\_\_

**ITEM INFO. (Describe the item, it's history, any known flaws, any other details the buyer should know):**

Qty: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_ Year/Age: \_\_\_\_\_ Cond: \_\_\_\_\_  
Price New: \_\_\_\_\_ Approx. Value: \_\_\_\_\_ Instructions/Manuals: Y or N Original Pkg.: Y or N  
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Price New: \_\_\_\_\_ Approx. Value: \_\_\_\_\_ Instructions/Manuals: Y or N Original Pkg.: Y or N  
Seller's Asking Price: \_\_\_\_\_ Lowest price seller will accept (after AIT commission): \_\_\_\_\_

# Auction It TODAY Terms and Conditions of Service:

- 1.) **Services.** By signing the reverse side of this contract, you authorize Auction It TODAY to provide the following services in accordance with the terms and conditions listed herein; i. Receive and store the items listed on page one and addendum pages if applicable, ii. List the items for sale, iii. Deliver the items to the buyer, if sold, and iv. Collect the final sales price from the buyer, deduct Auction It TODAY commission, then provide you, the seller, the remaining balance.
- 2.) **Binding Bids.** You the seller are bound to release your items to the winning buyer upon listing completion. The only exceptions include; failure on the buyers part to provide proper payment or if Auction It TODAY is unable to confirm the buyers identity in accordance with eBay and PayPal regulations.
- 3.) **Shill Bidding.** Seller is not permitted to bid on his/her own items. Doing so constitutes a breach of this contract. If you do so, your auction will be ended and your items will be returned to you.
- 4.) **Unsold Goods.** If your items do not sell within the allotted time, you will be notified by phone or email at which time you may choose to re-list your items, pick up your items or instruct us to dispose of the items. THERE IS A \$50.00 "RETURN ITEM FEE" FOR ANY ITEM THAT IS PICKED UP BY THE SELLER BEFORE THE END OF THE 90-DAY LISTING PERIOD.
- 5.) **Payment.** As consideration for the services, Seller agrees Auction It TODAY will be entitled to collect a sales fee ("commission") according to commissions listed on the reverse side of this document. Upon receipt of payment, Auction It TODAY will deduct its commission and forward the remaining balance to you, the seller, within approximately fourteen (14) days after the item has been delivered to the buyer and positive feedback has been received.
- 6.) **Non-Fiduciary Relationship.** Nothing contained herein will be construed as creating any agency, partnership, or other form of joint enterprise between Auction It TODAY and seller.
- 7.) **Title.** Ownership of items remains in hands of seller until Auction It TODAY delivers items to Auction It TODAY's preferred carrier for delivery to seller. Title and risk of loss will not transfer to Auction It TODAY at any time. As the seller, you accept the responsibility of insurance coverage.
- 8.) **Seller's Warranty of Items.** By signing the reverse side, seller warrants that he/she holds title to items listed on reverse and that the information provided in regards to the items is true and accurate. As the seller, you agree that we rely on your representations and that this reliance is reasonable.
- 9.) **Breach.** Auction It TODAY may immediately cancel eBay listings of seller's items temporarily or indefinitely if seller violates this agreement, if Auction It TODAY is unable to verify information provided by seller, if Auction It TODAY believes that the seller's actions may cause financial loss or legal liability for the seller, Auction It TODAY users, or Auction It TODAY stores, or if Auction It TODAY suspects that seller has engaged in fraudulent activity in connection with the items. These remedies are not all inclusive.
- 10.) **Indemnity.** Seller agrees to hold Auction It TODAY, its parent companies, subsidiaries, affiliate's, officers, directors, agents, and employees, harmless from any claim or demand including reasonable attorney's fees, made by any third party due, connected to the sellers breach of this agreement, violation of any law or the rights of any third party.
- 11.) **Disclaimer.** Auction It TODAY provides its service "as is" and without any warranty or representation as to the services, express, implied or statutory. Auction It TODAY specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to seller. This warranty gives seller specific legal rights and seller may also have other legal rights that vary from state to state.
- 12.) **Waiver of Damages.** In no event will Auction It TODAY be liable to seller for any incidental, consequential, exemplary, indirect, special, or punitive damages arising out of this agreement or its termination, regardless of the form of action (including negligence and strict product liability) and irrespective of whether Auction It TODAY has been advised of the possibility of any such loss or damage.
- 13.) **Liability Cap.** Auction It TODAY liability, and the liability of its employees and suppliers, to seller or any third parties in any circumstance is limited to the lesser of (a) the estimated value as determined by similar eBay auctions, or (b) \$100. Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to seller.
- 14.) **Release.** Seller releases Auction It TODAY and eBay (and Auction It TODAY parent, officers, directors, agents, subsidiaries, joint venture, and employees) from claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, rising out of, resulting from or in any way connected with the services. If seller is a California resident, seller waives California civil code #1542, which says: "A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which is known by him, must have materially affected his settlement with the debtor."
- 15.) **Term.** The term of this agreement will commence upon the effective date and unless terminated earlier in accordance with the terms of this agreement, will continue until all goods accepted for listing by Auction It TODAY under this agreement are sold and delivered, returned to the seller, or disposed of in accordance with section 4. This agreement may be terminated by Auction It TODAY without notice, for any reason or no reason, at any time.
- 16.) **General.** This agreement will be governed in all respects by the laws of the United States of America and in the state of the Auction It TODAY store on the reverse side is operating in. In the event that any provision of this agreement will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceable or invalidity will not render this agreement unenforceable or invalid as a whole, and, in such event, such provisions will be changed and interpreted so as to best accomplish the objective of such unenforceable or invalid provision within the limits of applicable law or applicable court decision. This agreement and the exhibits hereto, constitute the entire agreement between the parties with the respect to the subject matter hereof. This agreement supersedes, in the terms of this agreement govern, any prior or collateral agreements with respect to the subject matter hereof with the exception of any prior confidentiality agreements between the parties. This agreement may only be changed by mutual agreement of authorized representation of the parties in writing.