

Trading Assistant and Seller Contract

This consignment agreement is between the "Owner" listed below and Bidders Bay acting as a "Trading Assistant". Trading Assistants are not employees, consultants, or independent contractors of eBay Inc.

By affixing Owner's signature to this contract, Owner agrees to all terms and conditions and fully understands the consignment services as offered by the Trading Assistant.

I agree to allow the Trading Assistant to sell my item(s) on eBay. Details of each individual item auctioned are outlined and signed for on the Item Detail form. I agree that I have truthfully and accurately described the condition, relevant information, and history of my items to be sold on the Item Detail form.

I agree to pay any and all fees to the Trading Assistant as outlined in the Fee Schedule.

I attest that I am the legal owner of consignment items and/or have permission/legal right to sell consignment items. I am over the age of 18 and will provide a copy of current identification required by Trading Assistant.

I understand if I receive a bid at or above my stated opening bid price (or at or above the reserve price), I am obligated to complete the transaction with the highest bidder upon the auction's completion, unless there is an exceptional circumstance, such as: (a) the buyer fails to meet the terms of listing or (b) buyer's identity cannot be authenticated then Trading Assistant may choose to not sell to this Buyer.

I acknowledge that I may not sell my item(s) on my own during the course of the auction and that should this occur; I will pay Trading Assistant a stop auction fee of \$25.00.

I realize that shill bidding is not permitted. I will not, nor will I have another party bid on my item(s) in order to artificially raise the level of bidding or price of my item. I understand that this type of bidding is not only against eBay policy but is also against the law. Shill bidding will result in a stop auction fee of \$25.00.

I am aware that during the course of the auction there may be questions about my items from prospective bidders for which I am obligated to respond to Trading Assistant within 24 hours. Failure to respond in a timely manner may result in a lower auction closing price.

I understand that should the unlikely circumstance of damage occur to my item prior to or during auction, with the exception of 'acts of nature', that no fees will be incurred and I will be compensated at the lowest eBay appraisal value of item or the opening bid price, whichever is less. I recognize that the item then becomes the property of the Trading Assistant.

I recognize, though every precaution is taken, that there are some risks involved in Internet commerce (ecommerce). I agree not to hold Trading Assistant liable for charge back claims or auction payments made with fraudulent or insufficient funds. I am aware that I may not receive payment or the return of my item should this occur. Should I receive payment prior to Trading Assistant being made aware of this unlikely occurrence, I agree to reimburse Trading Assistant in full.

I agree to pick up any unsold items within 10 days of auction end, and am aware that after which time daily storage charges will apply. After 30 days, unsold items that are not picked up will be considered abandoned property and auctioned off to cover storage and auction expenses. Owner agrees to surrender all ownership rights of the consigned item with no additional authorization from Owner.

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED AS IS AND WITHOUT WARRANTY. BIDDERS BAY IS NOT LIABLE FOR ANY DAMAGES THAT MAY ARISE FROM OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT OR THE CONSIGNMENT OF YOUR ITEMS. THIS IS THE COMPLETE AGREEMENT OF THE PARTIES. THERE ARE NO ORAL TERMS.

Owner Signature

Trading Assistant Signature