



**TRADE UP PROGRAM CONSIGNMENT CONTRACT**

<b>Consignor Name:</b>			
<b>Address 1:</b>			
<b>Address 2:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Email:</b>			
<b>Home Phone:</b>			
<b>Cell Phone:</b>			
<b>Consigned Item(s)</b>			

1. The Consignor warrants that they own the Consigned Item(s) free of any liens and has the full rights to sell or otherwise dispose of them in accordance with this agreement. The Consignor grants the Consignee an exclusive right to sell the Consigned Item(s) on eBay®, the online auction website pursuant to the terms contained herein. FlyMasters of Indianapolis, Inc (hereinafter known as FlyMasters or the Consignee) agrees to use its best efforts to sell the Consigned Item(s) at the best price possible. PayPal will be used to obtain payments. The Consignor agrees to accept the proceeds of the eBay auction (less eBay® fees, PayPal fees, return shipping fees and any and all other fees paid by FlyMasters) only as a Store Credit at FlyMasters and as payment in full for his/her Consigned item. FlyMasters does not deduct any fees for services provided by FlyMasters under the FlyMasters TradeUp Program. Acceptance of any item for consignment will be at FlyMasters sole discretion. FlyMasters will conduct the auction(s) and handle all aspects of the sale including correspondence with bidders, accepting payments and mailing of the Consigned Item(s).
2. Consigned Item(s) and Store Credit cannot be redeemed for cash. Store Credit may not be used to make purchases on the FlyMasters TradeUp Program eBay® auctions. Payment for items sold will be via FlyMasters Store Credit mailed to the Consignor’s address above by the 15<sup>th</sup> day of each month for items sold the previous month and will include an itemized account of your sales.
3. No auction or sale posting can be ended before the scheduled ending date unless an error in the listing or posting has been made. Listing errors will be determined at the sole discretion of FlyMasters TradeUp Program personnel. Consigned Item(s) not yet posted for sale can be returned to the Consignor. Consigned Items must be picked up after 1 week of the Consignment End Date. FlyMasters will not contact you at the time of the Consignment End Date. Items not picked up 1 week after the Consignment End Date automatically converts to the property of FlyMasters.
4. The FlyMasters TradeUp Program generally offers items for sale on eBay® without any reserve price. We believe that reserve bid auctions generally bring fewer and lower bids. If you wish to have a reserve price put on your item, please specify your reserve amount below the description of your item at the top of this form.
5. FlyMasters is relying on information furnished by the Consignor to sell all items. FlyMasters has the sole discretion to create the description of the Consigned Item(s) for sale and to determine the sale price in their sole discretion. FlyMasters does not list any item in a FlyMasters TradeUp Program auction as “New”. Consignor shall at all times maintain in full force insurance adequate to insure Consigned Item(s), which insurance shall be primary. FlyMasters shall use Reasonable Care in the storage of Consigned Item(s), but in no event shall be liable to Consignor for any and all claims of fire, theft, damages or other casualty. Consignor shall hold FlyMasters harmless and defend FlyMasters from any and all claims of loss and/or damages resulting from the storage, advertising, cleaning, restoration, and/or subsequent sale of Consigned Item(s).
6. If eBay determines that the Consignor causes any auction item to be bid up or inflated, or does anything in violation of the rules of eBay® or in contravention of the terms of this contract, that item will be forfeited to FlyMasters as compensation for its sales efforts.
7. No FlyMasters TradeUp Program Consigned Item(s) can be listed on eBay® until FlyMasters receives this signed contract, the Consigned Item(s) to be sold and our complete inspection of the item. All Consigned Item(s) received will be held until all the above elements are accomplished.
8. Any disputes arising under this contract will be resolved pursuant to the laws of the State of Indiana.

**Signed:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_