

**SHOPMelee.COM, Inc. CONSIGNMENT AGREEMENT (5/16)**

Please read carefully. This is a binding legal agreement.

**1. Goods to be Sold.** ShopMelee.com, INC. ("Melee") hereby accepts the goods, to be sold on the Melee or its affiliated website(s) and or Melee's on site warehouse.

**2. Consignor Warranties and Representations.** The consignor warrants to Shop Melee, Inc. that he/she is the sole owner of the products and that they are 100% authentic and not in any violation of any trademark, copyright or other proprietary right of any third party, state or federal law, or administrative regulation. The consignor agrees to indemnify and hold harmless, Shop Melee, Inc. from all damages, suits, litigation, awards and costs, including but not limited to attorney's fees that may arise out of the display or sale of the products for any reason whatsoever, including but not limited to civil or criminal suits over authenticity, legality, ownership, infringement of copyright or trademark or any other claim or litigation.

**3. Commission Strategy.** Melee has the right to deny any item we deem NOT saleable for reasons such as: authenticity, cleanliness, wear, overall poor condition or low resale value. Items must have at least a \$29.95 selling potential including shipping. Items other than clothing, valued under \$29.95 can be placed in Shop Home for sale in onsite estate sales. Items sold onsite will be sold at a 50/50 commission split. Items sold online will pay the consignee 61% after the flat shipping charge if \$9.95 is deducted.

\*Consignee's Clothing items not placed online due to value or condition will be donated to charity. Items listed online or onsite that have NOT sold within 60 days will be reduced in price. Items will remain online for one year from listing date. During the year, Shop Melee will continue to re-list items for up to one year. If items remain unsold after one year, it is the responsibility of the consignee to contact Shop Melee via email to document and make arrangements for pick up of these remaining items within 14 business days. If no communication is made then items will become the property of Shop Melee, Inc.

**4. How It Works.** Melee will accept possession of the items to be sold and retain possession until goods are sold and shipped to the purchaser. All items are sold via Buy it Now or onsite as part of the estate sale in the warehouse. Once sale has completed and we receive payment, the item(s) will be shipped to buyer. Melee will be responsible for photographing; cataloging, listing and giving detailed item descriptions in each listing. Melee will also be responsible for safely storing, packing and shipping items to the purchaser. A consignee can view their items that have been listed online for sale at [www.shopmelee.com](http://www.shopmelee.com). Simply enter the consignee code in the top right search box and hit enter.

Melee is required by eBay to accept returns within 30 days. Should an item be returned for damage that was pre-existing at the time of consignment, or an item is not as described in this agreement, Consignor must pay return shipping costs from the purchaser to Melee. If a buyer fails to pay for an item, this item will be relisted. You hereby agree to indemnify and hold Melee harmless for any claim or damages, whether incurred now or in the future, for any term eschewed in Section4.

**5. Withdrawal of Items.** All items that are on the Buy it Now cannot be withdrawn after the sale has launched, per the terms and conditions of Melee and eBay. If items are withdrawn by a client after items have been listed, consignee will pay a 39% fee on the value of items returned.

**6. Status Of Items.** I agree that if any of my items need dry cleaning and/or minor repairs to increase value of said items, the cost will be deducted from my 61% pay-out as described in paragraph 3.

**7. Price Determination.** I agree that ShopMelee, Inc. reserves the right to determine pricing on all items as well as any reductions in price for items here over 60 days.

**8. Payment to You.** Melee will pay all monies due to consignor in form of a check on the 15th of the month following when the item was sold, less Shipping and Commissions due to Melee. A detailed spreadsheet will itemize all items sold on line with the original sale price, the deduction of \$9.95 shipping, and the 61% due the consignee. Any items sold in our onsite warehouse will not be itemized on the spreadsheet but will be listed as On Site Sales and paid out at 50% of the sale price. If a purchaser rejects an item based on misrepresentation or authenticity of the item by you, or an incorrect description of the item, Melee will refund the purchaser's payment, and the item will be returned to you. The terms of this section are also subject to the provisions of Section 2.

**9. Free Shipping.** ShopMelee, Inc. offers free shipping on all items we sell with the exception of some larger, local pick up only items. We find that by waiving shipping fees, items become more appealing to the buyer. Buyers are more willing to purchase an item when on sale and when free shipping is offered. As such \$9.95 will be added to the selling price of all items listed online. For instance an item that would resale for \$100 would be listed for \$109.95.

**10. Nationwide Pickup:** Melee is not responsible for the possession of the items from consignor until received. Any items that need to be returned due to the reason of not salable or did not sell will incur the return freight expense. All items must qualify for nationwide pickup.

**11. Entire Agreement.** This Agreement, including all attachments, constitutes the entire agreement among the parties to this transaction and replaces all prior agreements, communications and representations. No agreements, communications or representations made by any party to this Agreement that is not expressly stated in this Agreement are legally binding.

**12. Amendments.** No amendment, modification or waiver of any terms of this Agreement shall be valid unless it is in writing and approved by all parties to this transaction.

**13. Choice of Law.** This agreement shall be construed and governed by the laws of the State of Illinois. Furthermore, You and Melee hereby agree to submit to personal jurisdiction of the courts in Cook County.

NAME	E-MAIL:	PHONE:
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ADDRESS:	CITY/STATE:	ZIP:
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Consigner Signature:	DATE:	
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