

CONTRACT EMPLOYING BROKER FOR INTERNET AUCTION OF PROPERTY

This agreement dated _____ is made By and Between, Monterey General Store whose address is Main Rd, Monterey, MA 01245, herein referred to as "Broker", AND

_____ whose address is _____
herein referred to as "Owner"

1. Property: 'Owner' is the owner of the following property:(See attached list if more than one item)
Description:

The broker agrees to list items as defined by Owner/Broker .

2. Employment of Broker: Owner gives the Broker the sole right to auction the above property to prospective buyers using Internet auction sites.

3. Merchandise Background:

Owner agrees to provide as much of a background on the item being listed as possible.

* The Owner will disclose any known defects, problems or extenuating circumstances regarding the item to be listed.

*The Owner agrees not to deliberately misrepresent the item or it's history.

4. Auction Descriptions: The Broker will write a compelling, complete auction description.

5. Item Pricing: The Owner and Broker will discuss the sales price range desired for the item being listed.

*The Owner will provide the Broker with a *minimum sales price* requested for each item listed.

*The minimum sales price will be listed for each item on the auction agreement or inventory listing if multiple items.

6. Pictures: The Broker will provide suitable pictures of the above stated property.

7. Customer Service:

* The Broker will provide excellent customer service to prospective and current buyers of items listed.

*The Broker will communicate with buyers of the item being listed after each step of the transaction from beginning to end.

*The Broker provides a complete satisfaction guaranteed policy with each transaction. The owner agrees to compliance with the Broker's customer satisfaction policy.

8. Shipping and Handling: The Broker is responsible for the proper packaging and shipping of the above stated property upon the successful sale and receipt and clearance of payment for said property.

9. Fees & Commission: Owner agrees to pay the Broker: twenty-five percent (25%) of the final winning bid for management of the Internet auctions which includes:

*All Ebay and PayPal fees and charges related to the listing and selling of the Owner's property (this includes and re-listing fees if applicable).

*Owner will not be responsible for any commission until Broker receives and clears payment for the above stated property. This includes a 5 day potential customer return holding period. All commissions are to be withheld by Broker from the winning bid of the property auctioned.

10. Return of Merchandise:

If the item does not sell within 2 (two) listing periods, the item will be returned to the Owner within 10 days of the final auction date, unless prior arrangements are made.

* The owner agrees to pay the listing fees for any unsold items. The Broker will provide the exact listing fees for any unsold items.

11. Payment to Owner: Upon completion of an auction, the Owner will be provided with a breakdown of all charges made for the item and be given a copy of the completed auction page as proof of the sale. Owner will be paid the total owed, minus fees and commissions, within 45 days after the auction ends.

12. Liability of Property: The Broker accepts liability for the property only after the property has been inspected by the Broker with the Owner present and a record of the property inspection is submitted in writing along with the auction agreement. Broker shall be released from said liability for any and all properties returned to Owner, if it is found, after more detailed inspection by the Broker or agents thereof, that the property returned would be considered unsellable.

13. Term of Agreement: This agreement shall remain effective until terminated by either party in accordance with the Termination clause of this agreement.

14. Termination: Either party may terminate this contract on thirty (30) days notice. Such termination shall not limit the Broker's right to auction fees or commissions resulting from pending auctions. Broker will return any unsold property to Owner, at a time and place mutually agreed upon. Broker may retain possession of any properties until all pending auctions have been completed and all commissions and fees are determined and settled.

15. Possession of Property: Owner shall allow Broker to remove the property to be auctioned to a place of storage controlled by the Broker. Broker cannot be required to auction property not so removed, without written agreement that Owner will not give up possession of the property except to the Broker upon successful completion of the auction.

Signatures: *By signing below, you indicate that you have read and understand this service agreement. This is a legal and binding contract between Monterey General Store, Kenn Basler, **Broker***

and _____, **Owner.**

Both the Broker and Owner agree to the above:

"OWNER"

_____ Date: _____ Phone Number _____

"BROKER" _____ Date: _____ Phone

Number _____