

J R Cowell Images / photoseminars-Store consignment agreement.

This agreement is executed by and between J R Cowell Images (The Seller), 542 S Estelle St, Wichita, KS 67211 and

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email Address: _____

(heretofore referred to as The Owner), on Date: _____.

This agreement will be in force for any Item(s) presented by The Owner to be sold by The Seller for a period of One (1) year from the date of execution stated above.

Preamble

J R Cowell Images is in the business of selling merchandise on the Internet, principally through online auction sites like ebay.com. In order to execute such sales it is essential that items be properly photographed and displayed in individual listings. To this end J R Cowell Images maintains an eBay presence known by the store name of photoseminars-Store. Many of the items for sale via The Seller's store are consigned from individuals and companies (The Owner).

The Seller, sells items for the The Owner and makes the best effort possible to maximize profitability by:

- Researching existing sales for similar or identical items to determine market value.
- Making attractive photographs of the Item(s) to be sold.
- Including descriptions that suit the Item(s) being sold.
- Packaging and shipping Item(s) as safely and economically as possible to avoid returns.
- Handling returns from Buyers and maintaining a strong reputation as a trusted seller.

Definition of terms

- **The Seller** – J R Cowell Images doing business online under various names and monikers as needed for various services.
- **The Owner** – Person or Business presenting anything for sale by The Seller.
- **Buyer** – person or entity that purchases any Item(s) or Lot(s) offered for sale by The Seller.
- **Item(s)** – any individual piece, or group of pieces of merchandise presented to The Seller for sale by The Owner.
- **Lot(s)** – a grouping of Items (that may or may not be similar in nature) offered for sale.
- **Listing** – the online representation of any Item(s). Typically includes information like:
 - Starting Price
 - Buy-it-now Price
 - Shipping Charges and Optional Shipping Services available
 - Item description
 - Item Condition (New, Like New, Used, For Parts or repair, etc.)
- **Listing Fee(s)** – the amount that is charged by the online service for the inclusion of an Item or Lot for sale on that service.
- **Final Valuation Fee(s)** – the amount that is charged by the online service for the completion of a sale and based upon the final value of that sale.

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- **PayPal Fee(s)** – the amount charged by paypal.com for executing the payment for a completed sale. This amount is sometimes affected by the then-current exchange rate for the currency presented by the Buyer to be converted to United States Dollars.
- **Shipping Cost(s)** – the amount paid to the carrier charged with delivery of the Item(s) or Lot(s) to the Buyer.
- **Reserve Price** – the amount below which The Seller would not be able to provide the required minimum amount to The Owner. Please note that additional fees apply when requiring a Reserve Price. If the Reserve Price is not met, the item will not sell regardless of any bidding activity.

Agreement

The Seller

The Seller will make the best effort to sell the Item(s) presented by The Owner for sale by any means possible. To that end, The Seller provides a continuous online presence to give the Buyer(s) a location for viewing all items available for sale.

The Seller provides professional photographic services for the Item(s) presented by The Owner for sale. The photographs are taken in a professional environment to present the Item(s) in clear and concise photos showing every feature (and blemish) necessary to execute a successful sale.

The Seller may use whatever description(s) and name(s) provided by The Owner when listing and selling associated Item(s). If The Owner does not provide this information, The Seller will research the Item(s) by the best available procedures to determine appropriate name(s) and description(s) for any Item(s) presented for sale by The Owner. Charges may apply for this service.

The Seller will maintain a safe and clean environment for the storage of Item(s) presented by The Owner for sale. Upon the completion of a sale, the Seller will package and ship the Item(s) to the Buyer as agreed to in the Item listing.

The Seller will make payment on the 15th (or next business day) to The Owner for all proceeds for Item(s) sold in the prior calendar month. Please note: this delay in payment is necessary to facilitate a 14-day return policy granted to Buyers.

The Seller will make available online forms for The Owner to enter information about any Item(s) to be sold. That information will be used by The Seller to create Listings, upon presentation of the Item(s) by The Owner for sale by The Seller.

The Seller will make revisions to items at The Owners request for a fee if the revision is to correct an error in information provided by The Owner. Any revision to correct an error by The Seller will be made free of charge.

The Seller will maintain possession of any Item(s) listed until the sale of same or return to The Owner. The Owner will regain possession of any unsold Item(s) upon payment of any and all outstanding fees and or charges for services rendered on The Owner's behalf. Any Item(s) left unclaimed for a period of 30 days after notification from The Seller will be considered abandoned and will become the property of The Seller.

The Owner

The Owner will present any Item(s) in a ready-to-sell condition. If the Item(s) need to be cleaned before photography can be performed, The Seller reserves the right to charge a fee for cleaning the Item(s). That fee shall be based upon the time necessary to execute the cleaning process at an hourly rate of \$50/hour. The Owner should never treat any Item with anything that will fade over time or misrepresent the condition of the Item. The use of surface treatments, such as polish, wax or oils are strictly prohibited, as that will fade over time and creates and unrealistic representation of the item. Please note that the clean presentation of an item will affect the final value received. If an Item is an antique, it should not be

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made to look new unless that can be done by simply dusting the item. If an item has been refinished by The Owner or a previous owner, it must be marketed as “refinished” and can not be sold in any other way. If The Owner is a qualified repair entity and has refurbished any Item(s) for sale, that should be noted in the information provided to The Seller.

The Owner is responsible for disclosing any known defects on any Item(s) presented for sale by The Seller. If such defects are discovered by the Buyer or The Seller, The Owner will be held responsible for payment of all associated fees and charges relating to the Sale and/or handling of that item. This includes, but is not limited to:

- Shipping Cost(s)
- Final Valuation Fee(s)
- Listing Fee(s)
- Reserve Price Fee(s)
- PayPal Fee(s)
- Photography Fee(s)
- Cleaning Fee(s)

The Owner warrants that all statements, names and descriptions provided with and pertaining to any Item(s) are true and accurate. Under no circumstances will The Seller knowingly misrepresent any Item(s) on The Owner’s behalf. If The Owner presents any misleading information about any Item(s) presented for sale by The Seller, The Seller reserves the right to revoke this agreement and seize any Item(s) in The Seller’s possession until any and all fees, costs and charges are paid by The Owner. Said payment must be made within 30 days of notification from The Seller.

The Owner will provide any name(s) and description(s) available for any Item(s) presented to The Seller for sale. The Seller may use this information when creating the Listing for any Item(s) and conducting research into the value of an item.

The Owner is responsible for providing The Seller with any minimum amount (if it exist) that The Owner is willing to accept for any Item(s) presented for sale. That minimum amount will be used by The Seller to determine a Reserve Price or Starting Price for any listing(s) created for such Item(s). The Seller may elect not to accept any Item(s) based upon any such minimum or Reserve Price. The Owner should also disclose any known value for any Item(s) presented to The Seller. That value will be used as a reference by The Seller when determining the best approach for the Listing creation and execution of the sale.

Fees and Revenues

(Please note: all fees may vary based upon the category and final value of any Item(s).)

The Owner is responsible for the following fees and costs of selling and/or listing an item:

- Final Valuation Fee (in most cases does not exceed 10% of the final price)
- Listing Fee (a minimum fee of \$.75 is charged for each item/listing)
- PayPal Fee (in most cases will average 3% of final price plus \$.30)
- Shipping Cost(s) (that is any cost above and beyond that charged to the Buyer)
- 30% Final Value Commission (paid to The Seller; this fee is reduced to 20% on Item(s) in excess of \$1,000 final price.)

If The Owner’s Item(s) go unsold, The Owner is responsible for the following fees:

- Listing Fee (a minimum fee of \$.75 is charged for each item/listing)
- Photography Fee (charged at \$5 per Item)

If The Owner has any unpaid Fee(s), the Item(s) will be forfeited to The Seller 30 days after The Owner has been notified of any and all Fees.