

**William Hughes' Vintage Collectables
Consignment Agreement**

March 17, 2012

- 1) This agreement is made between _____ located at _____ and William Hughes (Hughes) located at Post Office Box 270244 Flower Mound, TX 75027. This consignment shall be auctioned through William Hughes' Vintage Collectables subsidiary company "NJ Power 2000" on eBay or the Vintage Collectables website.
- 2) The consigned items shall be insured for \$ _____ .00 while in the possession of Hughes.
- 3) A list of consigned goods shall be prepared and maintained periodically and shall be made available to consignor upon request.
- 4) The seller's commission rate for comic books, trading cards, movie posters or other miscellaneous items selling for over \$300 apiece is 40% (example: for each final bid price of \$100, consignor shall net 60% or \$60, less any applicable fees agreed upon in advance, such as certification or shipping costs advanced by Hughes). The seller's commission for those items selling between \$25 and \$299 apiece shall be 45%. Any items selling for below \$25 shall be assessed the standard bulk seller's commission rate of 60% due to extensive labor requirements and higher expense requirements. More valuable individual items can be consigned at lower seller commission rates. (Note below that these rates take into account the cost of eBay and Paypal fees associated with selling the items. Obviously, eBay and Paypal fees don't apply to items auctioned or sold directly through the Vintage Collectables website)
- 5) Hughes shall be responsible for all eBay, Paypal, labor, packaging, promotion and shipping costs associated with the sales listings of the consigned items and the shipping to the buyers of same. These costs shall be paid from seller's commission noted above.
- 6) All consignment items shall technically be offered with no "Reserve" (minimum bid), but shall be posted on eBay or the Vintage Collectables website with starting bids of no less than one half of the retail value established by Hughes, based on prior discussions with consignor. No consigned items shall be sold for less than this amount without written approval from consignor, either by mail or email.
- 7) Consignor agrees that any commissions or monies due to Hughes from the sale of the consigned items or monies advanced by Hughes shall be deducted first from auction proceeds, including certification fees and shipping costs advanced to consignor for items sent for certification. The remaining balance from proceeds of auction sales paid for by the buyers shall be paid to consignor within 45 business days of close of auction. This allows ample time for any returns, according to eBay and Paypal rules. Payments to consignor shall be accompanied by a detailed list of the items sold.
- 8) Generally, any unsold auction lots are relisted for auction one time at my expense, and if still unsold the second time are then placed into my eBay "store" with a retail ask price until an acceptable offer is made. Sometimes I will purchase the remaining items from consignor to close out the consignment.
- 9) Any dispute that may arise as a result of this consignment shall be governed by the laws of the jurisdiction of Denton County, state of Texas.

Agreed: _____

Agreed: _____
William Hughes