

SHOPMelee.COM, Inc. CONSIGNMENT AGREEMENT (1/15)

Please read carefully. This is a binding legal agreement.

1. Goods to be Sold. ShopMelee.com, INC. ("Melee") hereby accepts the goods listed on the attached Inventory Sheet as Consignee, to be auctioned for sale on the Melee or its affiliated website(s). Consignor desires to have the goods listed on the attached Inventory Sheet sold on the Melee or its affiliated website(s) by Consignee.

2. Consignor Warranties and Representations. You warrant and represent that you are the sole legal owner of the items to be sold, and that you have obtained the items in a legal manner and that you have clear title to the items on the Inventory Sheet. You warrant and represent that the description of the item is complete, true, and accurate, and that no defects have been discovered in the item that you have not already disclosed.

You warrant and represent that all goods tendered to Melee are authentic and that you have not made any misrepresentations with respect to the authenticity of those goods. In the event that any good or description tendered to Melee is deemed to be disingenuous by an expert or the trademark holder of the good, you shall assume all liability with respect to the disingenuous and infringing good(s). Furthermore, you hereby agree to release, forever hold harmless and indemnify Melee from all liability with respect to disingenuous goods and descriptions.

You further warrant and represent that by signing this agreement, no rights of any third parties or trademark holders will be violated.

3. Listing Fees. Melee does not offer Reserve Pricing and all items are sold on a Buy it Now Auction. All eBay and PayPal Transaction Fees are inclusive in the Commission Fee Structure chart (below).

Commission Structure*

39% of each item sold online is retained by Melee for its services described above and below

*Melee has the right to deny any item we deem NOT saleable for reasons such as: authenticity, cleanliness, holes or overall poor condition.

*Items must have at least a \$20 selling potential. Items other than clothing valued under \$20 can be placed in Shop Home for sale in onsite estate sales. Items sold onsite will be sold at a 50/50 split. Clothing items not placed online due to value or condition will be donated to charity or can be picked up by consignee. Items listed online or onsite that have sold within 60 days may be removed. Melee will contact consignee to pick up said items or donate them at consignee's request. Unsalable items that client agrees to pick up must be picked up within 14 days of notification.

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 Auction or onsite as part of the estate sale in the warehouse and showroom. Once an auction has closed, an item will be shipped to the winning bidder upon receipt of payment. Melee will be responsible for photographing, cataloging, listing and giving detailed item descriptions. Melee will also be responsible for safely storing, packing and shipping items to the purchaser. All items can be monitored during the auction duration on Melee or its affiliated website(s) through a link that will be sent to the provided e-mail address, through the Melee or its affiliates website(s), or contact us directly toll free at (855) 494-0004 M-F 10-4pm CT. Should a winning bidder fail to pay for an item, Melee will re-auction via Buy it Now Auction. 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. 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 Section 4.

5. Withdrawal of Items. All items that are on the Buy it Now can not be withdrawn after the sale has launched, per the terms and conditions of Melee and eBay.

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 price or price changes on my items.

8. Payment to You. Once a sale is completed, and payment is received, the items will be shipped to the purchaser. Upon safe receipt and acceptance of the items by the purchaser, Melee will pay all monies due to consignor after the second week of the month following when the item was sold, less Fees and Commissions due to Melee. 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. Reserves the right to offer free shipping on items we sell. In order to allow for free shipping and not affect you as our client, we will automatically add \$9.95 per item to the selling price. Once the item sells, we will deduct \$9.95 from the total selling price.

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: _____

ADDRESS: _____ CITY/STATE: _____ ZIP: _____

Consigner Signature: _____ DATE: _____