

CONSIGNMENT AGREEMENT

Local Postal – Trading Assistant Services

This Consignment Agreement (“Agreement”) is entered into between Local Postal (“Trading Assistant”) and the undersigned item owner (“Owner”).

Local Postal acts as an independent Trading Assistant and is not affiliated with, employed by, or an agent of eBay Inc., Etsy, Poshmark, Mercari, Depop, Amazon, Walmart, Meta/Facebook, or any other marketplace. By signing this Agreement, the Owner acknowledges and agrees to all terms below.

1. Authorization to Sell

The Owner authorizes Local Postal to list and sell consigned item(s) on the Owner’s behalf through online marketplaces including, but not limited to: **eBay, Etsy, Poshmark, Mercari, Depop, Amazon, Walmart, and Facebook Marketplace.**

Local Postal retains sole discretion over marketplace selection, pricing strategy, listing format, and listing duration.

2. Commission & Fees

Tiered Commission Structure: To ensure fair compensation for labor and fees across all price points, Local Postal applies the following commission rates based on the item's final sale price (excluding tax and shipping):

- **Items selling for under \$100:** Local Postal retains **50%** of the final sale price.
- **Items selling for \$100 or more:** Local Postal retains **30%** of the final sale price.

What This Covers: The commission covers the Trading Assistant's labor, standard packaging materials (poly mailers, standard boxes, tape), and all standard online marketplace selling fees (including platform and payment processing fees).

Minimums & Surcharges:

- **Minimum Commission:** A minimum commission of **\$10.00 per item** applies to all sales. If the calculated percentage commission is less than \$10.00, the \$10.00 flat rate will apply.

3. Payment

Payment will be issued **after the buyer has received the item and either left feedback or twenty (20) days have passed from the shipment date**, whichever occurs first.

Payments are issued via **PayPal, Venmo, or Zelle**, unless otherwise agreed to in writing.

4. Item Condition & Disclosure

The Owner confirms that all descriptions and disclosures regarding the item(s) are accurate and complete.

Any known defects, damage, missing parts, or operational issues **must be disclosed** and may be reflected in the listing. Failure to disclose material issues may result in reduced payout or refusal of future consignments.

5. Authenticity, Prohibited Items & Right of Refusal

The Owner represents and warrants that all consigned items are **authentic, genuine, and legally obtained**.

Counterfeit, replica, knockoff, altered, or unauthorized items are strictly prohibited, including items that infringe on trademarks, copyrights, or intellectual property rights.

Local Postal reserves the right to:

- Refuse, remove, or immediately delist any item suspected of being counterfeit
- Withhold payment related to prohibited items
- Recover losses, penalties, fees, or account actions resulting from counterfeit items
- Surrender items to appropriate authorities if required by law or marketplace policy

The Owner agrees to **indemnify and hold harmless Local Postal** from any claims, damages, losses, or enforcement actions arising from counterfeit or prohibited items.

6. Ownership & Eligibility

The Owner certifies they are the legal owner of the item(s) or have full legal authority to sell them.

- Owner must be **18 years of age or older**
- Valid identification may be required

7. Sale Commitment

If an item receives a bid or offer that meets or exceeds the listed price or reserve, the Owner agrees to complete the sale unless the buyer violates platform rules or payment cannot be verified.

8. Exclusivity

While listed through Local Postal, the Owner agrees **not to sell, list, or offer the item elsewhere.**

Early removal or outside sale will result in a **\$25 stop-listing fee per item.**

9. Prohibited Practices

Shill bidding, price manipulation, or interference with listings by the Owner or any associated party is strictly prohibited and may result in penalties, termination of this Agreement, and potential legal action.

10. Damage or Loss Prior to Sale

If an item is damaged or lost while in Local Postal's possession (excluding acts of nature, carrier damage, or events beyond reasonable control), compensation will be limited to the **lower of the item's starting price or current fair market value.**

Upon compensation, ownership of the item transfers to Local Postal.

11. Returns, Chargebacks & Buyer Disputes

The Owner acknowledges the inherent risks of online commerce.

Local Postal is not responsible for:

- Marketplace-mandated refunds
- Chargebacks or payment reversals
- Buyer disputes or dissatisfaction

If a marketplace issues a refund **after funds have already been paid to the Owner**, the Owner agrees to **reimburse Local Postal for the refunded item amount only.**

12. Holding Period & Abandoned Items

Consigned items will be held for sale for up to **120 days** from the listing date.

Unsold items must be retrieved within **10 days** of notice. Items not retrieved within this timeframe will be considered **abandoned property** and may be donated, liquidated, or discarded at Local Postal's discretion.

Owner Information

Owner Name: _____

Signature: _____

Date: _____

Phone Number: _____

Email Address: _____

Preferred Payment Method: ☐ PayPal ☐ Venmo ☐ Zelle

Local Postal Representative: _____

Date: _____