

D1 Moving Service

4815 Bethlehem Rd
Richmond, VA 23230
Phone: 804-922-2638



eBIDLOCAL.com

2711 Buford Rd, Suite-316
Richmond, VA 23235
Phone: 804-358-0500
Fax: 804-359-2586

Servicer

~ Your Exclusive Sales Team ~

Platform

ONLINE SALES EVENT AGREEMENT

(Please Print Clearly)

REF: _____
(office use)

Write Check To Name: _____

Mail Check To Address: _____

Email: _____

Phone: _____

Sales Location is: 4815 Bethlehem Rd, Richmond, VA 23230, with all sales activity concluding on or before 60 days following the date of this agreement. **Seller** hereby authorizes and consigns the items generally described as contents of home, as directed, including highlight items for exclusive sale by the combined efforts of *D1 Moving Service (Servicer)* and the *eBIDLOCAL.com (Platform)* online asset sales process, and together they shall become your *Sales Event Team (Team)*. Seller acknowledges and agrees they are motivated to sell, no longer want or need these items, and direct the Team to handle the sales of these items, converting them to cash and sending Seller their net share of proceeds collected. Seller understands and agrees that a more detailed inventory listing will not be available for Seller review until following the Inventory process and Publishing of the sale event online for public viewing. Seller grants keys & reasonable access to Sales Location.

Servicer is responsible for the competent conduct of the Sales Event Field Procedures; Inventory, Preview, and Removal, and *Servicer remains the primary point of contact for the Seller*. Platform is responsible for the competent conduct of Sales Event Online Procedures; Process, Platform, Management, & Marketing, and *Platform remains the primary point of contact for the Buyers*. The Team agrees that, at their sole discretion, Seller's items shall be accepted for sale.

Sales Commission Schedule: Seller understands and agrees their assets shall be offered for sale via public online auction and that Seller sales commission for Servicer Responsibilities shall be as follows:

	<u>Seller Receives</u>	<u>Team Retains</u>
<u>Final Bid Price</u>	60% of bid price	40% of bid price
<u>Sales Volume</u>		

Seller authorizes Servicer to group items into lots as Servicer deems appropriate for sale. Seller also agrees that the final Platform auction records shall constitute an acceptable asset inventory list and sales results report. Seller shall not withdraw any items from sale except by mutual agreement between Seller and Servicer. (Also, see Advertising/Marketing fees) Seller understands and agrees that Platform and ecommerce fees associated with this event shall be charged to the Buyer and not to the Seller. (See Platform below)

Buy-back Fee: Should Seller wish to place a reserve or starting price on any item, this shall be subject to a 10% Buy-back Fee charged to Seller, and applied to the greater of Seller's reserve or fair market value or final price, and deducted from net proceeds. Any item(s) taken back by the Seller shall be at Seller's own transport and expense.

Servicer Responsibilities: Seller also agrees and directs Servicer to perform the below "Yes"-marked Sales Event Field Procedures. Sales Event Field Procedures are:

Yes **Inventory*:** Label each item with numbered inventory sticker, describe each item in the Platform spreadsheet, take a (jpg) photograph of each item, rename each photo file with its corresponding inventory number, transmit info to Platform.

Yes **Preview:** Supervise & monitor Open House Preview, answer general questions, ensure merchandise/lot integrity, identify and correct any inventory discrepancies/additions/deletions, transmit changes to Platform.

Yes **Removal:** Supervise & monitor Buyer removal process, and the checking of receipts to ensure Buyers receive/remove only those items they purchased, and transmit any changes/discrepancies to Platform.

****All three procedures shown above will be conducted by Servicer.**

* Seller understands the Inventory Process is NOT an appraisal, and does not include any authentication services. Should Seller desire any appraisal or authentication services, these can be arranged at additional expense. Seller also understands integrity of sale process is imperative and agrees item descriptions will state only true and accurate facts, without embellishment.

* Seller understands this Sales Agreement covers selling assets "as they are found" when inventory team arrives. Seller understands pre-sale moving/staging & post-sale cleanup/debris removal activities are NOT included as a part of this agreement. Should Seller desire these or other additional activities, these may be offered by Servicer at cost, or other providers under separate agreement.

Additional Servicer Notes: _____

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Platform Responsibilities: Seller agrees and directs Platform (eBIDLOCAL.com) to manage and perform the Sales Event Online Procedures, and said procedures are:

Process: Processing Servicer transmitted inventory & photo information, publishing into specific custom Seller event, ongoing event tracking, monitoring & closing of online event.

Platform: Providing & maintaining the online venue, bidding software, point of sale & ecommerce functions, accounting software, etc. (Fees associated with online platform & ecommerce are usually 15%-18%, and are charged to Buyer, not Seller, via a Buyer's Premium.)

Management: Provide for Seller reports & proceeds disbursement, license & bonding compliance, sales tax reporting & compliance, database & web content management, maintain and manage reports & records retention.

Marketing:** Providing sales event specific advertising via event publishing, database emails, national event calendar promotion, plus platform traffic building, new bidder generation, etc. (Note: See Advertising/Marketing charges detailed below.)

**** Standard Advertising/Marketing:** Seller directs Platform to implement the event specific standard advertising campaign on Seller's behalf, and understands this is generally limited to a custom Seller event published webpage, multiple periodic national event calendar listings, and database email notification blasts, in addition to normal Platform marketing activities, including webpage search engine optimization and other brand placement/awareness efforts designed to generate maximum eBIDLOCAL.com webpage traffic & bidders, and Seller further directs Platform to stay within the limitations of this campaign unless otherwise directed to undertake further Optional Marketing efforts (see below). Seller understands their Standard Advertising/Marketing campaign contribution is included.

Optional Marketing: Seller additionally requests Platform (eBIDLOCAL.com) implement the following optional event specific advertising and have the expenses deducted from Seller proceeds:

<u>Yes/No</u>	<u>Amount</u>	<u>Description</u>
No	\$ 200.00	Local Newspaper: Event Specific Ad Pkg (auction, merchandise, or estate sale notices, etc.)
No	\$ 200.00	Specialty Outreach Niche Marketing: <u>via social media & specialty niche markets</u>

(Other Examples: paid geo-centric social media posts, or car ad in autotrader.com, specialty collectors club notices, national web ads, etc.)

Settlement: Seller understands Platform shall be responsible to settle the sales of all assets covered under this agreement by each separate event involved, and that Platform shall send a check directly to Seller for the net successfully collected proceeds, and this will be mailed to Seller by Platform 20 business days (4 calendar weeks) following the conclusion of each separate event for the items included in that event. Seller further understands the Minimum Seller Commission for this agreement shall be the **greater** of ~~\$2500.00~~ *or* the Commission Schedule shown on page 1. *Additional Servicer Notes:* _____

Cancellation Policy: Should Seller or any other duly empowered authority cancel a sale for any reason, such notification must be received by Platform in writing, and Seller agrees to compensate Team the above stated Minimum Seller Commission plus expenses at the rate of \$125.00 per staff man-hour for services rendered up to that point, including but not limited to event planning, marketing, research, advertising, and other event preparation services as may have been rendered. Additionally, any other non-cancelable expenses such as (but not limited to) advertising, equipment, labor, and any other out-of-pocket expenses, shall be reimbursed at cost.

Authorization/Indemnity: By signing, Seller affirms they have complete power of sale and title without encumbrance to the item(s) consigned and will not hold Servicer, Platform, staff, agents or assigns responsible for any claim of title. Should any claim of title or of sale proceeds arise before, during or after completion of sales event, Seller agrees to defend Servicer, Platform, staff, agents & assigns against any and all such claims and claimants, including but not limited to attorney's fees, collections fees and court costs. Seller understands Team assumes no responsibility for any hazardous materials present, nor loss or damage to any person, merchandise or property by fire, theft, accident, or any other cause. Vehicles should remain insured by owner/Seller until title is transferred to Buyer.

Seller Bidding: Seller covenants and agrees that Seller nor any agent, representative, or employee of Seller (other than Platform), shall enter or cause to be entered a bid on behalf of Seller on any item(s) being offered for sale. Seller understands this is "shill bidding" and is strictly prohibited by State and Federal laws.

Arbitration: Any controversy or claim arising from or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by The American Arbitration Association under its rules; judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Seller Signature

Date

Servicer Signature (D1 Moving Service.)

Date

Seller Signature

Date

Platform - Auctioneer Signature (eBIDLOCAL.com)

Date