

When its got to go...Its GottaGO



## Motor Vehicle / Recrational / Boat Consignment Agreement

This agreement is made on \_\_\_\_\_ by and between **GottaGo Consignments,**  
**P.O. Box 32, Nutting Lake, MA 01865**

And

**Client** \_\_\_\_\_ who is the owner and seller  
of auction item(s) listed within

Address: \_\_\_\_\_

Phone: (     )     -     E Mail: \_\_\_\_\_ @ \_\_\_\_\_

herein referred to as **"GGC"** and **"Client"**.

Whereas **"Client"** wishes to sell the item(s) listed below on the Consignment Itemization Section herein referred to as "CI", and authorizes and instructs **"GGC"** to sell said item(s) set forth below on online auctions. In consideration of the mutual promises and covenants, **"Client"** agrees to abide by the following terms and conditions:

**"GGC"** acts as a liaison to allow **"Client"** to sell item(s) to be purchased or sold through either a virtual storefront or an online marketplace. The **"Client"** agrees to pay **"GGC"** a commission of **6%** for finding a purchaser who is ready, willing, and able to purchase the item(s). **"Client"** also agrees to pay all listing fees and payment processing fees. **"GGC"** agrees to place item(s) for sale in on line auctions or virtual on line stores, billing and collecting of payment from the buyer(s) of the item(s), and packaging and delivery of said items to buyer.

**"Client"** acknowledges and agrees that this is an irrevocable offer to sell the item(s) to the highest bidder meeting the Reserve Price set forth in the CI Section. "GGC" cannot ensure that a buyer or seller will actually complete a transaction. The products, services, information and material that **"Client"** provide while accessing, using or conducting business with or through "GGC" shall: **(a)** not be false, inaccurate or misleading; **(b)** not involve counterfeit or stolen items; **(c)** not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity, or privacy; **(d)** shall not violate any law, statute, ordinance or regulation; **(e)** shall not be defamatory, libelous, unlawfully threatening or unlawfully harassing; **(f)** shall not be obscene or harmful to minors; **(g)** shall not contain any viruses, Trojan horses, worms, time bombs or other harmful code or item that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information and **(h)** shall not link directly or indirectly to or include any product services, information or materials that are prohibited under this agreement.

**"Client"** agrees that **"Client"** is solely responsible for the selling and buying of **"Client's"** item(s) listed on the **"CI"** and agree to indemnify and hold **"GGC"** and its employees, officers, directors, agents and suppliers, stockholders, heirs, families, etc. harmless and indemnify as contracted in the agreement including without exception reasonable attorney fees and expenses, and consequential and incidental damages. The provision of this paragraph shall survive the consummation of the transaction contemplated hereunder.

-1-

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**"GGC"** is neither the owner nor seller of these goods. As an accommodation to the seller, **"GGC"** has agreed to take possession of the items as a "liaison" acting on the **"Clients"** behalf to facilitate the sale of the item(s) until such time as a sale is complete and either the goods are shipped to the buyer or the auction has ended without a selling, at which time, possession of the item(s) shall be returned to **"Client"** at **"Client's"** expense. All risk of loss or damage to the item(s) while in possession of **"GGC"** shall remain with the "Client", excluding loss or damage resulting from the gross negligence or intentional actions of **"GGC"**. "Client" to keep goods fully insured against loss by fire or other casualties at **"Client's"** expense.

That said, **"Client"** will be solely liable for all aspects of the sale of an item, including transfer of title or ownership when applicable, information or misinformation presented to **"GGC"**, acquisition of goods and legalities of acquiring such when presented for sale, (authenticity, forgeries, etc) warranties or guaranties both stated or implied and any and all liability resulting from the sale of item(s) as applicable and allowable by law.

Liability to **"Client"** or any third parties under any circumstances is limited to the fees paid to "GGC" for handling this transaction only, minus any expenses incurred by **"GGC"** to facilitate transaction. Some states may not allow the limitation of liability so this may or may not apply to **"Client"**.

#### **PAYMENT FOR SERVICES:**

**"GGC"** agrees to use commercially reasonable efforts to promote item(s) and will make such available for sale and will make a reasonable attempt to obtain the best possible price for the consigned merchandise.

For its efforts **"GGC"** is entitled to retain **6%** of the final selling price, referred to as "commission". This commission fee is per item or lot, with lot meaning a group of individual item(s), sold as "one" listing in an auction. **Auction listing fees and payment processing fees, will be paid by "Client"**. These fees will be deducted from the **"Clients"** profit check, which is **94%** of the selling price.

***If "Client" chooses to cancel the auction and withdraw the item prior to the auction closing time, "Client" agrees to pay "GGC" a removal penalty fee of \$200.00***

**Unsold Item(s):** **"Client"** will be responsible for paying **"GGC"** listing fees incurred for unsold item(s). **"Client"** will have the opportunity to re-list the item(s) for an additional listing fee, which will be refunded if **"Client's"** item(s) sell. **"Client"** may have the item(s) returned to **"Client"** at **"Client's"** expense.

**Should buyer default:** If the winning bidder does not make payments in accordance with the auction rules and regulations, the winning bidder is considered in default. If there was more than one bidder for the defaulted item, **"Client"** may elect to offer the item to the second highest bidder at the maximum bid amount entered by the second highest bidder. The second highest bidder will have three (3) business days to accept or decline this offer. If second highest bidder accepts, the transaction will be completed accordingly

**Account Statements:** **"GGC"** shall render to **"Client"** a written account statement of auctioned item(s) after auction(s) have ended and all payments have been received. All sums of money, notes, commercial paper, personal property or other proceeds received on the sale of goods shall be to "Client" and "GGC" shall collect all proceeds for and in "Client's" behalf and remit them to **"Client"** within 14 days after deducting the "Commission" and "Fees" provided for herein.

**Miscellaneous:** This Agreement: **(i)** shall be governed by and construed under the laws applicable to contracts made, accepted, and performed wholly within the Commonwealth of Massachusetts without applications of principals and conflicts of law; **(ii)** constitutes the entire agreement of the parties with respect to its subject matter; superceding all prior oral and written communications, proposals, negotiations, representations, understanding, courses of dealing, agreements, contracts, and the like between the parties in such respect; **(iii)** may be amended, modified, or terminated, and any right under this agreement may be waived in whole or in part, only by a writing signed by both parties; **(iv)** shall bind and inure to the benefit of their parties of their respected legal representative, successors and assigns, except that no party may delegate any of its obligation under the agreement or assign this agreement, without the prior written consent of the other party; and **(v)** may, without limitation, be enforced in courts located within the Commonwealth of Massachusetts and the parties hereby agree that such courts shall have venue and subject matter and personal jurisdiction, and consent to service of process by registered mail, return receipt requested, or by any other manner provided by law.

-2-

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### Fee Scheduling

GottaGO Package	Optional Listing Upgrades	Timeshare	Vehicle / Recreational
Client is responsible for all listing fees for sold and unsold items	Non-Refundable	\$99.95 Listing/Service Fee Non-Refundable	\$49.95 Listing/Service Fee Non-Refundable
<b>Our Services Includes:</b>	<b>Reserve Listing Fee:</b>	<b>Your listing includes:</b>	<b>Your listing includes:</b>
• Pick up your item(s)	• Up to \$49.99: \$1.00	• A descriptive listing and 10 Day auction of your property	• A descriptive listing and 7 day auction of your Vehicle
• 7 day auction your item(s)	• Up to \$199.99: \$2.00	• Unlimited digital photos	• Unlimited digital photos
• Minimum opening bid of \$1.99	• Over \$200: 1% of reserve \$100.00 (max)	• One gallery photo	• One gallery photo
• Taking high quality digital photos of your item(s)		• Reserve Listing	• Reserve Listing
• Provide descriptive listing(s)	<b>Item Home Page Feature:</b> \$39.95 Displays on eBay's home page	• Profit check of 91% of the final net sale price	• Profit check of 94% of the final net sale price
• Maintain continuous, timely communications with potential buyers	<b>Featured Plus:</b> \$19.95 Item appears at the top of search page	<i>Net sale is the final selling price, minus our commission, minus eBay and payment processing fees</i>	<i>Net sale is the final selling price, minus our commission, minus eBay and payment processing fees</i>
• Invoice buyer post sale	<b>Item Highlight:</b> \$5.00 Item appears high-lighted in rectangle box		
• Secure payment from the buyer	<b>Item Bold:</b> \$1.00 Item title is in Bold Text		
• Professionally package sold item(s)	<b>Item Subtitle:</b> \$0.50 Item title has second line of descriptive text		
• Arrange delivery to the buyer(s)	<b>Item Gallery:</b> \$0.25 We choose the best photo for you to be displayed during searches		
• Send you a profit check for 70% of the net sale.			
<i>Net sale is the final selling price, minus our commission, minus eBay and payment processing fees</i>			
<i>eBay fees average 5.25% Payment Processing fees average 3.0%</i>			

All non-refundable fees are to be paid at time services are retained.

-4-

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