

Consignment Agreement for CosylDa Design

This Agreement is made and entered into as of this _____ day of _____, 20 ____, by and between _____ (“Customer”), and CoSylDa Design (“Dealer”).

In consideration of the mutual obligations and undertakings hereafter set forth, Customer and Dealer hereby covenant and agree as follows:

- 1. Consignment.** Customer hereby delivers to Dealer, on a consignment basis, all of the equipment individually identified and listed, including a description of the equipment, and Base Net price (if applicable). This means that Customer owns the Equipment and is responsible for all expenses of the equipment until sold to a third party purchaser. In no event shall Dealer own the equipment, but will have the right to sell such Equipment on behalf of Customer.
- 2. Price.** Price of equipment listed for sale will be established by Dealer and Customer, unless Customer defers pricing to Dealer’s discretion. Price will be based on estimated fair market value, yet still a value to potential buyers.
- 3. CoSylDa’s Commission.** Our commission is calculated per item: 25% of the first \$400, then 8% of the remaining amount over \$400. The Customer payout will include total sales after commission, and fees (ebay and/or paypal).
- 4. Breakdown.**

<u>Item Sells For</u>	<u>Customer Gets</u>	<u>Your %</u>
\$100	\$67	67%
\$500	\$358	72%
\$1000	\$786	79%
\$2000	\$1642	82%
\$5000	\$4210	84%

These dollar values are estimates: Paypal fees are generally 2.9% + \$0.30 USD, and ebay fees vary. Payments to Customer will be made monthly accompanied by a statement of the Customer’s items for sale and sales activity, including detailed description of any fees incurred.
- 5. Duration.** Consignment Duration will be established by the Dealer and Customer. Possible Durations include: until sold, 6 months then auction item, 6 months and combine with other appropriate items from the same Customer and change price, etc. Duration is dynamic and can be altered at any time. Sufficient time should be allowed for changes made.
- 6. CoSylDa Purchases.** CoSylDa Design reserves the right to purchase items placed for sale. CoSylDa will pay the Customer the same price the Customer would receive as if the item were purchased by a third party purchaser.

7. **Delivery.** Customer shall be solely responsible for any costs associated with the delivery of items to CoSylDa Design, or their return to the Customer if not sold. Third party purchaser will be responsible for all associated shipping and handling costs of items purchased.
8. **Financing the sale of Items.** In no event shall CoSylDa Design provide financing for the sale of any items consigned. Notwithstanding anything herein, Dealer may sell an item to a third party purchaser with third party financing.
9. **Risk of Loss or Damage.** Customer shall assume all liabilities associated with the consigned items during the term of this Agreement until such item is sold. Customer shall hold CoSylDa Design harmless from loss of items by theft, fire, vandalism, flood, deterioration, etc. or damage to the items.
10. **Representations and Warranties by Customer.** Customer has good and marketable title to the items consigned, none of which will be subject to any liens of other encumbrances, including blanket liens.
11. **Warranties.** CoSylDa Design shall not offer any warranties on the sale of an item except to the extent a warranty is required by law and cannot be disclaimed. **Items are sold on an "AS-IS" basis.** Items will be described as accurately as possible including any faults or functional defects.
12. **Sales Tax.** CoSylDa Design agrees that it is responsible for the collection of all sales, use or other transfer tax owed on the sales of the items consigned and agrees to collect the applicable taxes and report the same on its applicable sales, use or other transfer tax returns.
13. **Termination.** Upon fifteen days written notice to the other party, either party may terminate this Agreement. Upon termination of this Agreement, Customer shall, at its sole expense, remove all of the items delivered to CoSylDa Design, and CoSylDa Design shall afford Customer reasonable access and time to remove the items.

CUSTOMER

DEALER: CoSylDa Design LLC.

Name: _____

Ron Landberg Manager

Date: _____

Date: _____