

sssence solutions LLC Contract for Sale of Consignor's Item(s)

AGREEMENT made as of this _____ day of _____ 2021, between sssence solutions LLC (herein after referred to as "sssence") and _____ (herein after referred to as "Consignor"):

Consignor Address:

City, State, Zip:

Phone:

E-Mail:

WHEREAS, the Consignor wishes to retain sssence's services to sell Consignor's item(s). Sale of item(s) may be through online sales, online auctions, or other sales outlets ("online sales"), or, if indicated below, through on-site/on-location sales ("on-location sales"); and

WHEREAS, sssence wishes to represent the Consignor under the terms and conditions of the Agreement,

THE PARTIES AGREE:

1. TERM

This Agreement shall have a term of three hundred sixty-five (365) days from the date above and may be terminated by either party subject to the Notice and Cancellation Fee provision herein. This time period may be extended upon written agreement (electronic communication acceptable) of both parties. Upon the expiration of this Agreement, sssence will return to Consignor any unsold item(s) or, if Consignor directs, donate or otherwise dispose of specific item(s).

2. FEES

sssence shall receive a sales commission of forty (40) percent of the gross sale price of each item. Gross sale price means the full and total price an item was sold for. sssence's sales commission is earned once an item is sold and is paid to sssence out of the sale proceeds at the time sssence distributes the sale proceeds to Consignor as set forth in the Payment to Consignor section herein.

3. ONLINE SALES PROCESS

After entering into this Agreement, sssence will take possession of Consignor's item(s) within a reasonable amount of time and at a mutually agreed upon location. Possession means actual possession in that sssence will physically have and remove the item(s) from Consignor's possession. sssence will make reasonable efforts to provide Consignor with a written inventory listing the item(s) taken into sssence's possession. Item(s) taken into possession by sssence will typically be stored in sssence's warehouse until sold.

Once in sssence's possession, sssence shall have the exclusive right to price and sell the item(s) and authority to make all decisions as it deems appropriate for the preparation and sale of the item(s). This includes, but is not limited to, sssence's discretion and direction regarding all aspects of the sales process, including, as applicable, quality inspection and cleaning, touch up and/or minor repairs of item(s) as appropriate, photography, image hosting, videography, video hosting, online or other listing location,

pricing (discussed herein), description of item(s), correspondence with bidders and buyers, packing and shipping item(s).

4. SITE LOCATION AND SALES PRICE

Depending on the item(s), sssence will rely on its knowledge and experience to evaluate sale location, sale information, and to determine item(s) pricing. Pricing will typically be based on current fair market values unless discussed in advance with Consignor. sssence may use industry software, as it deems appropriate, as part of its pricing evaluation. sssence shall list the item(s) in the location (online or otherwise) and at the price sssence deems appropriate, both in sssence's sole decision and discretion. sssence shall have full rights to negotiate and accept offers/bids.

5. NOTICE AND CANCELLATION FEE

Once in sssence's possession, should the Consignor request that sssence return an item(s) before it is sold, Consignor shall pay a cancellation fee to sssence of \$100.00 (One Hundred Dollars) per item.

Should Consignor desire to terminate this Agreement before the expiration of the term, Consignor must provide ten (10) days written notice to sssence and such termination is subject to the cancellation fee per item described herein. sssence may terminate this Agreement by giving ten (10) days written notice to Consignor and will return any item(s) remaining in sssence's possession within a reasonable amount of time.

6. PAYMENT TO CONSIGNOR

After the sale of an item, sssence shall pay Consignor the net proceeds to Consignor within forty-five (45) days from the longer of: the sale date or the end of the allotted merchandise return or warranty period (typically 30 days from the new purchaser's receipt of item) if applicable. Net proceeds are amounts to be paid to Consignor *after* subtracting from the gross sale price of the item(s), sssence's commission fee (stated herein), all sales platform fees, payment services fees (including credit card, PayPal, and similar), any sales tax, and any related transaction fees. If sales tax is not accounted for in distribution of the net proceeds, then any sales tax related to the sale of the item(s) is the sole responsibility of the Consignor.

If sssence is selling multiple items for Consignor, sssence may, in sssence's discretion, pay Consignor for all items sold within forty-five (45) days from the date that the last item is sold (noting that any merchandise return or warranty period as above would apply).

7. ON-LOCATION SALES

Initial here for on-location sales: _____; _____

This paragraph provides additional provisions for on-location sales. With on-location sales, this Paragraph will prevail should any other provisions herein conflict.

- On-location sales are to be scheduled for a mutually agreeable time and location, with the typical location being Consignor's location. Consignor and/or owners of the item(s) agree to not be present during the on-location sale(s).
- Upon entering into this Agreement, sssence shall have the exclusive right to price and sell the item(s) and the authority to make all decisions as it deems appropriate relating to the preparation and sale of the item(s). This authority includes, but is not limited to, sssence's discretion and direction

regarding all aspects of the sales process, including determination of the on-location sales format (whether by auction, general sale, private sale, or otherwise), organization, marketing, merchandising, staffing, item(s) pricing, item(s) price negotiation, accounting, cleaning and minor repairs as appropriate.

- Payments to Consignor for the net proceeds from the on-location sale will typically be made within ten (10) business days after the end of the on-location sale. Depending on the circumstances, payment may be up to thirty (30) days, or possibly longer, after the on-location sale. Net proceeds are amounts remaining *after* subtracting from the gross sales price of the item(s) sssence's commission fee (stated herein), payment services fees (including credit card, PayPal, and similar), any sales tax, and any related transaction and on-location fees. If sales tax is not accounted for in distribution of the net proceeds, then any sales tax related to the sale of the item(s) is the sole responsibility of the Consignor.
- On-location sales include minor cleanup at the completion of the sale for such things as recycling recyclable materials, scrapping metal, related refuse removal, and similar. Consignor may engage sssence in an add-on service of a whole-home/location thorough cleaning post-sale for an additional fee.
- After the on-location sale, any remaining sellable item(s) will be moved off-site at sssence's discretion to sssence's warehouse and listed for sale online or other outlets as sssence deems appropriate until expiration of this Agreement.
- Cancellation for on-location sales: Should Consignor desire to cancel the on-location sale, Consignor must do so by providing written notice to sssence with a minimum of ten (10) days advanced notice before the date of the scheduled on-location sale. With such cancellation, Consignor agrees to pay sssence a cancellation fee of \$1,000.00 (One Thousand Dollars) due and payable at the time of cancellation to compensate sssence for the time and costs related to marketing and preparation for the on-location sale.

8. ACCOUNTING

sssence will maintain accurate books and documentation with respect to all transactions entered into on behalf of the Consignor.

9. LOSS OR DAMAGE

sssence shall exercise ordinary care to safeguard item(s) in its possession, however, all risks of fire, theft, flood, accidental damage or breakage, any acts of nature, or any damage to the property delivered under this Agreement shall be retained by the Consignor and the Consignor shall keep such property fully insured at the expense of the Consignor and for the benefit of and in the name of the Consignor.

sssence will make reasonable efforts to provide supplemental insurance on item(s) in its actual possession, however, any such supplemental insurance is secondary to Consignor's primary required insurance on all such item(s).

10. INDEMNIFICATION AND HOLD HARMLESS

Consignor agrees that it shall indemnify and hold sssence harmless against any and all loss, damage, or claims against sssence relating to the item(s). This includes, but is not limited to, claims against sssence relating to the ownership of item(s), damages to or from item(s), or any sales tax issue.

11. CONTROLLING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Missouri, without giving effect to principles of conflicts of laws. The parties expressly consent to exclusive personal jurisdiction and venue in the state courts within Greene County, Missouri.

12. OWNERSHIP

Consignor represents and warrants that Consignor has legal title and right to and is in legal possession of all item(s) that sssence is to sell.

Both parties have read and understand all statements included in this Agreement. This Agreement may not be revised or amended without the written consent of both the Consignor and sssence.

IN WITNESS WHEREOF, the parties hereto have signed and entered into this Agreement as of the date first set forth above:

Consignor _____

sssence solutions LLCby _____