

# WildRescue's eBay Holiday Auction Consignment Agreement

Consignor's Name:	
It is agreed that Consignor's typed or printed name below shall have the same force and effect as a written signature and will constitute Consignor's understanding and acceptance of the Terms and Conditions set forth in this Consignment Agreement.	
Signature:	Date:        /        / 2010
Mailing Address:	
City/State/Zip:	
Phone(s):	
Accepted by: _____, WildRescue        Date: :        /        / 2010	
<b>WildRescue P.O. Box 65, Moss Landing, CA, 95039 (831) 840-3896</b>	
QUANTITY	DESCRIPTION OF ITEM(S) BEING CONSIGNED. INCLUDE ESTIMATED VALUE

TERMS AND CONDITIONS. This Consignment Agreement is between WildRescue, Consignee, and the above named Consignor. Consignee accepts the goods listed above for auction or sale on eBay to the highest bidder under the terms and conditions listed in this Agreement. Consignor warrants he/she is the legal owner of the property being consigned. Consignor further warrants the description of the item(s) to be true and correct. Consignor agrees to grant to WildRescue and its representatives the exclusive right to market and sell the above-described item(s) for a period of 120 days from the date of this Agreement. Accordingly, the property cannot be withdrawn from sale by the Consignor for any reason without the written consent of Consignee, however, Consignee reserves the right to withdraw the property from consignment at any time for any reason. Consignor may not attempt to sell, destroy or alter the property during the period of this Agreement and agrees to be responsible for the loss or damage and safekeeping of the item(s) and will insure they are packed and shipped properly to 1) WildRescue's headquarters P. O. Box 65 Moss Landing, CA 95039 within ten (10) days of the signing of this Agreement or 2) the winning bidder, within seven (7) days of notice of sale by Consignee, via trackable service provider and at the Consignor's sole expense unless otherwise agreed to in writing between Consignee and Consignor. All items consigned to WildRescue are at the sole risk of the Consignor. Consignor agrees that he/she shall assume and bear all risks regarding consigned items, and will hold harmless and make no claim against WildRescue. Should any consigned items be lost, stolen or damaged, it is agreed that WildRescue is not responsible to compensate the Consignor for the items. If Consignor's property fails to sell within the 120-day period, Consignor agrees to pick up the item(s) within five (5) business days of notice by Consignee or pay actual shipping and handling charges to have the item(s) returned unless otherwise agreed to in writing between Consignee and Consignor. Both parties agree that any disputes arising under this agreement will be settled by binding arbitration according to the rules of The American Arbitration Association. This agreement will be interpreted in and subject to the rules of contract of the State of California.