THESPORTSCARDSPOT

SPORTS CARD CONSIGNMENT AGREEMENT

This Consignment Agreement is entered into between:

Consignment Business: TheSportsCardSpot

Business Representative: Luke Simmert

Consignor Full Name:

Address:

Phone Number:

Email Address:

Agreement Date:

1. PURPOSE OF AGREEMENT

The consignor agrees to provide sports trading cards to TheSportsCardSpot ("Consignee") for the purpose of photographing, scanning, listing, marketing, selling, and shipping the cards through online marketplaces, including eBay and other platforms at the discretion of TheSportsCardSpot.

TheSportsCardSpot agrees to handle the consignment process according to the terms outlined in this Agreement.

2. OWNERSHIP AND AUTHENTICITY

1. The Consignor confirms that they are the legal owner of all cards submitted and have the legal right to sell them.
2. The Consignor guarantees that all submitted cards are authentic and have not been knowingly altered, counterfeited, or misrepresented.
3. The Consignor agrees to disclose any known damage, alterations, trimming, restoration, or other defects.
4. The Consignor accepts responsibility for any disputes arising from knowingly submitting counterfeit, stolen, or fraudulently obtained cards.
5. TheSportsCardSpot reserves the right to reject any card at its discretion.

3. COMMISSION AND PAYMENT STRUCTURE

TheSportsCardSpot will receive compensation for handling, photographing, listing, selling, and fulfilling consignment orders.

The agreed commission structure is:

- Cards selling for $1.00–$10.00: 0% commission.
- Cards selling for $10.01 and above: Commission of 9-35% of the final sale price depending on sale price

Commission is calculated based on the final accepted selling price of the card, excluding buyer-paid shipping and sales tax.

The Consignor agrees that all applicable marketplace fees and expenses will be deducted before calculating their final payout.

4. MARKETPLACE FEES AND EXPENSES

The Consignor acknowledges that selling cards through online marketplaces creates various fees and expenses.

TheSportsCardSpot is authorized to deduct the following expenses from the Consignor's proceeds when applicable:

- eBay final value fees and other applicable selling fees.
- eBay insertion/listing fees, including the standard $0.35 auction insertion fee when actually charged.
- Additional listing or promotional fees approved or incurred under the agreed selling strategy.
- Shipping labels and postage expenses.
- Envelope and shipping supply expenses.
- Payment processing or other marketplace charges.
- Return shipping expenses and other costs attributable to a returned or disputed transaction, where recoverable from the Consignor under this Agreement.

Important insertion fee provision:

The Consignor understands that eBay may charge an insertion fee when a card is listed, regardless of whether the card successfully sells.

If a listing does not sell, the Consignor agrees to reimburse TheSportsCardSpot for any actual, nonrefundable insertion fees incurred for that card.

These fees may be deducted from proceeds generated by other cards belonging to the same Consignor or invoiced separately if there are insufficient proceeds.

No insertion fee will be charged to the Consignor for listings covered by an applicable free listing allowance or otherwise not charged by eBay.

TheSportsCardSpot will not charge the Consignor for hypothetical fees or fees that were not actually incurred.

5. UNSOLD ITEMS AND RELISTING

1. TheSportsCardSpot does not guarantee that any submitted card will sell.
2. TheSportsCardSpot reserves the right to determine whether an unsold card should be relisted, revised, bundled, or removed.
3. The Consignor is responsible for applicable listing fees incurred on unsold cards, as described in Section 4.
4. Automatic relisting and other available marketplace promotions may be utilized when beneficial.
5. TheSportsCardSpot is not responsible for losses resulting from cards failing to sell or selling below the Consignor's expectations.

6. PRICING AND LISTING AUTHORIZATION

The Consignor authorizes TheSportsCardSpot to determine listing titles, descriptions, photographs, auction starting prices, Buy It Now prices, and listing formats.

TheSportsCardSpot may use auctions, fixed-price listings, offers, or bundled listings when appropriate.

The Consignor understands that auction results may be higher or lower than the estimated market value of a card.

Unless otherwise agreed in writing, TheSportsCardSpot is not required to obtain individual approval before listing or accepting offers on individual cards.

Any minimum selling prices or special pricing instructions must be agreed upon in writing before the cards are listed.

7. RETURNS, REFUNDS, AND BUYER DISPUTES

The Consignor acknowledges that online marketplaces have buyer protection policies and return procedures.

1. TheSportsCardSpot reserves the right to process returns and refunds in accordance with applicable marketplace policies.
2. If a buyer returns a card, the Consignor's payout may be adjusted accordingly.
3. If the Consignor has already received payment for a returned card, TheSportsCardSpot may recover the applicable amount from future consignor proceeds or invoice the Consignor.
4. The Consignor agrees to cooperate with reasonable investigations involving authenticity, condition, shipping, or buyer disputes.
5. TheSportsCardSpot is not responsible for buyer fraud or marketplace decisions outside its reasonable control, except where caused by its own negligence or misconduct.

8. CARD HANDLING, STORAGE, AND LIABILITY

TheSportsCardSpot agrees to exercise reasonable care when handling, storing, photographing, and shipping submitted cards.

The Consignor acknowledges that physical inventory may be subject to accidental damage, theft, or loss.

TheSportsCardSpot will not be held responsible for losses caused by events outside its reasonable control.

However, nothing in this Agreement releases TheSportsCardSpot from responsibility for its own negligence, intentional misconduct, or other liability that cannot legally be waived.

TheSportsCardSpot will make reasonable efforts to keep submitted cards organized and identifiable throughout the consignment process.

9. PAYMENT TO CONSIGNOR

Consignor payouts will be calculated after:

- The card has successfully sold.
- The buyer's payment has cleared.
- Applicable marketplace fees and expenses have been accounted for.
- Any relevant return, refund, or transaction hold has been resolved.

Payouts will be issued through an agreed payment method:

Payment Method: Any Online Payment Method Offered By TheSportsCardSpot LLC

TheSportsCardSpot aims to issue payouts within 3 business days after funds are available and the transaction is sufficiently settled.

The Consignor acknowledges that marketplace payment holds, refunds, and disputes may delay payment.

An itemized payout statement may be provided showing sale prices, commissions, expenses, and final amounts owed.

10. WITHDRAWAL AND RETURN OF UNSOLD CARDS

The Consignor may request the return of unsold cards by contacting TheSportsCardSpot.

However:

1. Cards already sold cannot be withdrawn.
2. Active listings must be ended before cards can be returned.
3. The Consignor remains responsible for applicable insertion fees and other expenses already incurred.
4. The Consignor is responsible for reasonable return shipping expenses.
5. TheSportsCardSpot may require outstanding balances to be settled before releasing remaining inventory.

TheSportsCardSpot reserves the right to discontinue accepting additional cards from any Consignor.

11. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by providing written notice.

Termination does not eliminate financial obligations already incurred, including marketplace fees, commissions, shipping expenses, outstanding balances, or costs associated with completed sales and returns.

Any cards currently listed or involved in pending transactions will be handled in accordance with the terms of this Agreement.

12. LIMITATION OF GUARANTEES

The Consignor understands that TheSportsCardSpot does not guarantee:

- A specific selling price.
- A minimum number of sales.
- A specific timeframe for selling cards.
- That every submitted card will sell.
- That marketplace fees or policies will remain unchanged.
- That buyers will not request returns or initiate disputes.

TheSportsCardSpot agrees to make reasonable efforts to market and sell submitted inventory professionally.

13. AGREEMENT AND ACKNOWLEDGMENT

By signing below, the Consignor acknowledges that they have read, understood, and agreed to all terms of this Consignment Agreement.

The Consignor specifically acknowledges and agrees that:

- Marketplace fees and expenses will be deducted from their proceeds.
- Actual insertion fees may be charged even when a card does not sell.
- Unsold listing fees may be deducted from other proceeds or invoiced separately.
- TheSportsCardSpot determines listing strategies unless otherwise agreed in writing.
- Payouts may be delayed by marketplace holds, returns, or disputes.
- They are responsible for the authenticity and legal ownership of submitted cards.

The Consignor confirms that they have had the opportunity to ask questions and obtain clarification before signing.

CONSIGNOR

Printed Name:

Date:

THESPORTSCARDSPOT REPRESENTATIVE

Printed Name: Luke Simmert

Date:

14. INVENTORY SUBMISSION RECORD

This section may be completed separately for each submission.

Date Received:

Total Number of Cards Received:

Consignor Initials:

TheSportsCardSpot Representative Initials: LS

End of Agreement