



Standard Commission Schedule*	
\$499.99 or Less.....	18%
\$500.00 to \$1199.99.....	12%
\$1200.00 and Above.....	8%

\*Commission is based on Final Bid Price

### Full Terms & Conditions of Internet Auction Agreement

1. FEES (SELLER agrees to pay ALL DONE GOTTA GO):
  - a) Commission: SELLER agrees to pay a Commission rate as listed below. Commissions are based on the highest bid for each lot sold on the public online auction. Commissions will be deducted from the payout to SELLER.
  - b) Standard Commission Schedule (per lot):
    - i. \$499.99 or Less = **18%**
    - ii. \$500.00 to \$1,199.99 = **12%**
    - iii. \$1,200.00 and Above = **8%**
  - c) Lot Entry Fee (Listing Fee): \$5.00 per lot. Applies to each lot accepted and listed by ALL DONE GOTTA GO for sale on the public online auction. Lot entry fee will be deducted from payout to SELLER.
  - d) No Sale Fee: \$5.00 per lot. SELLER Agrees to pay a minimum of \$5.00 per lot applicable to each lot not successfully sold for any reason. No Sale Fee will be deducted from payout to SELLER. In the event there is no payout due to SELLER, the SELLER will pay the ALL DONE GOTTA GO the no sale fee(s) within 7 days of original auction date and prior to removal of item(s) by SELLER from ALL DONE GOTTA GO'S premises. No Sale Fee also applicable to lots not meeting reserve or minimum, including lots which the SELLER is also the high bidder (although stated in 3e that SELLER agrees not to bid on their own items, this is considered a buyback or protecting on behalf of SELLER), or for any other reason the sale of lot is not completed.
  - e) Storage Fees: \$3 per day per lot. Applies to any lot not successfully sold for any reason and/or not removed by SELLER within 7 days after auction date.
  - f) Other: Pre-arranged fees as agreed upon between SELLER and ALL DONE GOTTA GO (i.e. specialized marketing, etc.).
2. PAYMENTS (ALL DONE GOTTA GO agrees to pay SELLER in the following manner):
  - a) A payout check will be issued to and mailed to the SELLER, as listed on this contract except in cases involving Titles [see Section 3(g)], for the amount of total highest bid for all items contracted for sale with ALL DONE GOTTA GO, less the agreed upon commissions and applicable fees and expenses. The check will include a detailed statement of bid price, commission paid, expenses, fees, etc.
  - b) ALL DONE GOTTA GO will mail payout check and statement 14 banking days after the auction or completed sale of item(s).
  - c) SELLER acknowledges that, in the unlikely event that ALL DONE GOTTA GO is unable to complete sale with highest bidder, for any reason (i.e. unable to contact and/or collect payment ALL DONE GOTTA GO will not be required to pay SELLER for sale not completed); SELLER agrees items that do not sell for any reason are required to be removed by SELLER from ALL DONE GOTTA GO'S premises:
    - i. 7 days after notice is provided; or
    - ii. If no notice is given, 21 days after the auction sale date
    - iii. In all cases, storage fees to accrue 7 days after the auction sale date. Payout of such item(s) will not be included in payout check.
3. OTHER:
  - a) ALL DONE GOTTA GO will arrange advertising and mailings, as it deems advisable to obtain the maximum results. ALL DONE GOTTA GO will conduct the public online auction, make all collections and finalize billing details directly connected with the auction.
  - b) ALL DONE GOTTA GO is not responsible or liable for performance issues, website outages, internet interruptions, or system failures of the online auction bidding system.
  - c) SELLER agrees all items are subject to acceptance or rejection by ALL DONE GOTTA GO.
  - d) SELLER agrees all items will sell to the highest bidder.
  - e) SELLER agree not to bid on their own items.
  - f) SELLER agrees any intentional or unintentional misrepresentation by the SELLER or ALL DONE GOTTA GO as to description or condition will allow ALL DONE GOTTA GO to make a downward adjustment on the selling price or void sale completely at ALL DONE GOTTA GO's discretion.
  - g) SELLER guarantees that SELLER has good title and the right to sell items on the auction; that they are without mortgages, liens, or encumbrances of any kind except those which are specifically detailed within this contract. The payout check will be issued to the name exactly as it appears on the Title.
  - h) SELLER will maintain insurance and holds ALL DONE GOTTA GO harmless for any damage or liability claims resulting from involvement of equipment or property at the site until SELLER has been paid by ALL DONE GOTTA GO. SELLER will be liable for any theft, damage, fire damage or vandalism that may occur while on auction premises or while being handled by ALL DONE GOTTA GO.
  - i) SELLER agrees items that do not sell for any reason are required to be removed by SELLER from ALL DONE GOTTA GO's premises within 7 days of auction date. If SELLER does not remove said items from ALL DONE GOTTA GO's premises by the deadline date, ALL DONE GOTTA GO is authorized to dispose of or sell in any manner deemed expedient by ALL DONE GOTTA GO, with no implied covenant of commercial reasonableness (value), and further authorized to apply sale proceeds, if any, to any SELLER obligation owed ALL DONE GOTTA GO, with the surplus, if any, to be sent to SELLER.
  - j) SELLER agrees items that do not sell for any reason must be removed and it is not an option to be left on ALL DONE GOTTA GO's premises for a future sale/auction date; and items that are removed in accordance with section 3(i) will not be eligible to be brought to ALL DONE GOTTA GO'S premises to be consigned for sale within 21 days of original sale date.
  - k) SELLER agrees that any equipment herein listed will not be withheld or disposed of in any manner by the SELLER once delivered to ALL DONE GOTTA GO.
  - l) SELLER agrees that ALL DONE GOTTA GO makes no guarantees as to selling price. If an investment is to be protected (lienholder or secured party) the amount is to be listed in the Internal Use section below, and SELLER acknowledges they have reviewed and approved the value stated in this section of contract.
  - m) SELLER will deliver all the listed items (and title(s) if titled unit) at time of completing this agreement (minimum of 7 days prior to auction date).
  - n) SELLER assumes full responsibility for providing marketable title and delivery of title to purchaser, payment of proceeds to creditors, and SELLER will assume all attorney's fees and court costs, if such a case should arise. (List creditors and lien balances above).
4. INTERNAL USE: CREDITOR/LIEN HOLDER \_\_\_\_\_ LEIN BALANCE: \_\_\_\_\_
5. INTEGRATION CLAUSE: There are no representations, agreements or conditions relating to the subject matter hereof other than as expressly set forth in this Agreement. The SELLER acknowledges that no oral representations or warranties have been made by All Done Gotta Go, LLC or by any of ALL DONE GOTTA GO's agents, affiliates, or employees.
6. DEFENSE and INDEMNITY: SELLER will defend, indemnify and hold ALL DONE GOTTA GO (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of our Services or our Site or your breach of any law or the rights of a third party.