

## CONSIGNMENT INTAKE SUMMARY

This page supplements the signed Consignment Agreement and outlines expectations and preferences. All commission tiers, purchase rights, payout terms, and policies are governed by the Consignment Agreement.

### OWNER OBJECTIVE

Primary goal (circle one):

Maximize value      Balanced approach      Sell within 6 months      Faster liquidation

Do you need funds by a specific date? \_\_\_\_\_

### VALUE EXPECTATIONS

Estimated total collection value (your opinion): \_\_\_\_\_

Are there specific items you will not sell below a certain amount?  
(List item & minimum price.)

\_\_\_\_\_  
\_\_\_\_\_

Are any items damaged, incomplete, repaired, or modified? \_\_\_\_\_

\_\_\_\_\_

### PRICING & SALES PROCESS

Pricing, commission calculation, purchase rights, and sales authority are governed by the Consignment Agreement.

Items may be adjusted after approximately 2–3 months if not selling, and low-value items may be bundled, liquidated, or purchased at reseller rate as outlined in the Agreement.

\_\_\_\_\_

### PAYOUT PROCESS

Payout timing, commission tiers, and reporting procedures are governed by the Consignment Agreement.

Payouts are issued monthly by check after applicable return windows close.

\_\_\_\_\_

### UNSOLD ITEMS AFTER 6 MONTHS

“Final disposition remains subject to the Consignment Agreement.”

If items remain unsold after 6 months, preference:

Continue listing      Return items      Bulk buyout offer      Liquidation

# CONSIGNMENT AGREEMENT

**Uncle Nick's Toy Venture LLC**  
515 7th Avenue Southwest  
Independence, Iowa

This Consignment Agreement ("Agreement") is entered into on \_\_\_\_\_, by  
and between:

## CONSIGNOR (Item Owner)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## CONSIGNEE

Nicholas Derr, Member  
Uncle Nick's Toy Venture LLC  
515 7th Avenue SW, Independence, IA  
Phone: 563-608-3196  
Email: nickstoyventure@gmail.com

For the remainder of this Agreement, "Uncle Nick's Toy Venture" refers to the above-named company.

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## 1. ITEMS BEING CONSIGNED

Consignor delivers the attached inventory list to Uncle Nick's Toy Venture for resale.

All items must be:

- Authentic
- Legally owned
- In sellable condition

Ownership remains with Consignor until items are sold or purchased under this Agreement.

Consignor is responsible for transporting items to: Uncle Nick's Toy Venture workshop.

Pickup services are not provided unless agreed to separately in writing.

## 2. CONSIGNMENT TERM

Date Items Received: \_\_\_\_\_

The six (6) month consignment term begins on the Date Items Received listed above.

Six-Month Term Expiration Date: \_\_\_\_\_

At the expiration of the six-month term, unsold items will be handled according to the “6-Month Term” section of this Agreement unless otherwise agreed in writing.

## 3. SALES PLATFORM & PROMOTION

Items will be listed primarily on:

**Uncle Nick’s Toy Venture eBay Store**

[ebay.com/str/unclenickstoyventure](http://ebay.com/str/unclenickstoyventure)

Items may also be promoted on Uncle Nick’s Toy Venture’s Facebook business page and related social media platforms at no additional cost.

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## 4. NO GUARANTEES

Uncle Nick’s Toy Venture makes no guarantees regarding:

- Sale timeframe
- Final sale price
- Market demand
- Rate of sale

The collectibles market fluctuates and values may increase or decrease over time.

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## 5. PRICING & MARKET ADJUSTMENTS

Pricing is based on current sold market data and reasonable research. Uncle Nick’s Toy Venture specializes in selling, pricing strategy, and market evaluation, but is not an expert in every collectible category, brand, variant, or niche market.

Certain items—including rare, low-production, one-of-a-kind, error, or variant items—may have characteristics not readily identifiable through standard evaluation, and identifying them may require time or specialized expertise not performed for every item.

All pricing decisions are made in good faith based on observable market data at the time of listing. If items do not sell within approximately 2–3 months, prices may be adjusted, and items may be bundled, parted out, or otherwise adjusted as needed.

Consignor acknowledges and agrees that Uncle Nick’s Toy Venture is not liable for undervaluation due to unknown or undisclosed variants, errors, or rare characteristics, or failure to identify specialized distinctions. Consignor is responsible for disclosing any known variants, errors, rare attributes, or unique characteristics prior to listing.

Minimum price restrictions (if any):

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## 6. PACKING MATERIALS

Uncle Nick's Toy Venture covers the cost of standard packing materials, including boxes, mailers, tape, labels, and protective fill.

If specialty packing is required (custom foam, crates, oversized protection, freight preparation), additional costs will be deducted from Net Proceeds unless otherwise agreed in writing.

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## 7. NET PROCEEDS

Commission is calculated **after all fees and expenses are deducted.**

Net Proceeds = Sale Price minus:

- eBay final value fees (typically 14–16%)
- Promoted listing advertising (2.1% applied to all items)
- Payment processing fees
- Shipping charges
- Packing materials
- Insurance (if applicable)
- Refund or return-related costs

Uncle Nick's Toy Venture retains the right to deduct reasonable and documented expenses directly related to the sale of consigned items.

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## 8. COMMISSION STRUCTURE

Commission tiers are determined by the final accepted sale price prior to deductions. All commission splits are applied after Net Proceeds are calculated.

Under \$50 sale price:

60% Uncle Nick's Toy Venture

40% Consignor

\$50–\$100 sale price:

55% Uncle Nick's Toy Venture

45% Consignor

\$100–\$500 sale price:

50% Uncle Nick's Toy Venture

50% Consignor

Over \$500 sale price (normal effort):  
40% Uncle Nick's Toy Venture  
60% Consignor

If an item requires excessive cleaning, repair, research, photography, or preparation time, commission may increase up to a maximum of 60%.

Sale price tier is determined by the final accepted sale price before deductions.

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## 9. LOW-VALUE ITEMS & PURCHASE RIGHTS

Items with a projected or actual sale value under \$25 may, at the sole discretion of Uncle Nick's Toy Venture, be:

- Bundled
- Sold at auction
- Liquidated
- Incorporated into larger lots
- Purchased directly by Uncle Nick's Toy Venture

For items purchased directly under this provision, the purchase price shall be calculated at approximately **35% of the item's fair market resale value**.

This percentage reflects a typical wholesale or reseller rate and accounts for platform fees, advertising costs, shipping expenses, handling time, and associated selling risks.

When exercising this purchase option, Uncle Nick's Toy Venture will provide recent comparable sales data and a brief summary of estimated selling costs so the Consignor can understand how the purchase amount was determined.

Uncle Nick's Toy Venture retains the right, at its discretion, to purchase any consigned item at fair market reseller value instead of listing it publicly. Purchase price will reflect the estimated Net Proceeds the Consignor would have received under the applicable commission tier.

All such purchases will be documented and reflected in the monthly payout statement.

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## 10. PAYOUT SCHEDULE & REPORTING

- Payouts are issued monthly.
- Sales from one month are paid at the end of the following month.

Example:

Items sold in October are paid at the end of November.

Payment method: **Check mailed to Consignor.**

Each check will include a detailed written statement showing:

- Item sold
- Sale price
- All fees deducted
- Shipping cost
- Net proceeds
- Commission split
- Final payout amount

All reporting is fully itemized and transparent.

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## **11. ACCOUNTABILITY & RECORDS**

Uncle Nick's Toy Venture agrees to maintain accurate sales records and provide full itemized reporting with each payout.

Consignor may request reasonable clarification regarding any sale or deduction.

All transactions will be conducted in good faith.

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## **12. 6-MONTH TERM**

If items do not sell after 6 months, Uncle Nick's Toy Venture may:

- Continue listing
- Return items
- Offer bulk buyout
- Liquidate

Returned items must be retrieved within \_\_\_\_\_ days.

Unclaimed items after that period may be considered abandoned.

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## **13. TERMINATION & LABOR PROTECTION**

Either party may terminate this Agreement with written notice.

If Consignor terminates after items have been researched, photographed, or listed:

- \$7 per fully listed item
- \$3 per researched but unlisted item

These fees may be deducted from payout or must be paid prior to item return.

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## 14. STORAGE, CARE & INSURANCE

Items are stored in a secured residential garage under surveillance.

Uncle Nick's Toy Venture agrees to exercise reasonable care in the handling and storage of consigned items.

Items are not separately insured while in storage unless agreed to in writing. Consignors may request additional insurance coverage at their own expense.

While reasonable care is taken, Uncle Nick's Toy Venture is not liable for:

- Fire
- Theft
- Natural disaster
- Acts of God
- Market value decline

Unless otherwise insured in writing.

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## 15. SHIPPING & RISK

Once an item is sold and shipped, risk of loss transfers to the shipping carrier.

Any damage or loss claims will be handled through the shipping carrier's insurance process.

Payout will occur only after applicable return windows have closed.

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## 16. COMMUNICATION PREFERENCES

Consignor may select preferred communication frequency:

- Weekly summary
- Bi-weekly summary
- Monthly summary (default)
- End-of-month payout only
- Per-sale notification

Preferred communication method:

- Email
- Text message
- Phone call
- Combination

Preferred contact details:

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## 17. ID REQUIREMENT

For consignments projected to exceed \$1,000 in gross sales:

- A copy of government-issued ID is required
  - ID will be stored securely in a password-protected folder
  - ID is used solely for ownership verification and tax compliance
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## 18. TAX REPORTING

- A completed IRS Form W-9 must be filled out when signing the consignment agreement
- If Consignor receives \$600 or more in total payouts during a calendar year, Uncle Nick's Toy Venture will issue IRS Form 1099-NEC
- The W-9 will only be submitted to the IRS if payouts exceed \$600 for the year

Consignor is responsible for reporting all income received.

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## 19. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa.

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## SIGNATURES

Consignor: \_\_\_\_\_ Date \_\_\_\_\_

Nicholas Derr, Member  
Uncle Nick's Toy Venture LLC

Signature: \_\_\_\_\_ Date \_\_\_\_\_