

Superior Business Solutions, Inc. PH 217-535-0000
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 Springfield, IL 62702
Superiorproducts@insightbb.com
 User ID: Springfield.il.dropandsell

Express Drop off Form

Please fill in this form to provide information about yourself and the item(s) you are dropping off for sale on eBay.

Choose Service Level below (Circle One)	Total # of sheets including this one:
Basic Service No Prepay <ul style="list-style-type: none"> A 3, 5, or 7-day listing with no reserve. A "Gallery" photo to help your item stand out. 	Premium Service \$ 9.99 Prepay* (up to \$500.00 in reserves) <ul style="list-style-type: none"> Includes Basic Service, plus: You can set a higher opening bid than \$1.00. * Prepay is refunded if the item sells.

Customer Information

First Name	Last Name	Phone Number
Street Address (check will be sent here)		
City	State	Zip
eMail address		Drivers License Number/State
Other Notes:		

Item 1 Title:

Brief Description:					
Age of item:	Condition:	Excellent	Very Good	Fair	Poor
Additional Comments:					
If your item doesn't sell: Donate it Contact me to pick up Ship it to me at my cost Relist it					

Item 2 Title:

Brief Description:					
Age of item:	Condition:	Excellent	Very Good	Fair	Poor
Additional Comments:					
If your item doesn't sell: Donate it Contact me to pick up Ship it to me at my cost Relist it					

Cash Check Visa MC Amex Discover # _____ Amt.\$ _____

Your Signature below constitutes your agreement to be bound by the terms and conditions listed on the reverse side of this agreement

Signature	Printed Name	Date

Terms and conditions

1. **Services.** By signing this agreement you authorize Superior Business Solutions, Inc., to provide the following services in accordance with the terms and conditions of this agreement, to (i) receive and store the goods listed on this page (the "Goods"), (ii) list, offer and sell the goods on eBay, (iii) deliver the Goods to the buyer, if any, and (iv) collect the sales price from the buyer, deduct Superior Business Solutions, Inc.' sales fee and forward the remainder of the sales price to seller in accordance with the services below.
2. **Binding Bids.** Seller is obligated to complete the transaction with the highest bidder upon the listing's completion, unless there is an exceptional circumstance, such as, (a) the buyer fails to pay for the Goods, or (b) Superior Business Solutions, Inc., cannot authenticate the buyer's identity.
3. **Unsold Goods.** Should the Goods fail to sell after being listed on eBay, Seller hereby authorizes Superior Business Solutions, Inc., to dispose of such unsold Goods ("Unsold Goods") as Seller indicates on the reverse side of this page (Reverse Page) Seller arranges to pick up goods within five (5) working days after receipt of notification that Goods have failed to sell. Seller agrees that if Seller fails to pick up goods within thirty (30) calendar days, Superior Business Solutions, Inc. will dispose of the goods or give to charity. Seller holds SBS, Inc. harmless after 30 days.
4. **Payment to Seller.** As consideration for the Services Seller agrees Superior Business Solutions, Inc. will be entitled to collect as sales fee ("Sales Fee") according to the following formula:
 5. Thirty percent (30%) of the first \$500 of the price for which the Goods are sold (the "Sales Price") plus twenty five percent (25%) of the next \$500 of the Sales price plus twenty percent (20%) of the remaining Sales Price over \$1000 OR \$10, whichever amount is greater, plus the applicable fees charged by eBay and PayPal, both of which can be found on their respective websites. Following receipt by Superior Business Solutions, Inc. of the sales price from the buyer, Superior Business Solutions, Inc., is authorized by Seller to deduct the Sales Fee from the monies received wait for customer to pick up proceeds with 30 days. After 30 days, seller forfeits proceeds. All proceeds paid by business check.
 6. By choosing Superior Business Solutions, Inc.'s Fundraising program, the seller acknowledges that (i) Superior Business Solutions, Inc. is not a charitable organization, (ii) Superior Business Solutions, Inc., is not providing tax advice to the seller, and the seller is expected to rely on his own tax advisor as to all tax effects of the Program on the seller, (iii) the sell is relying on the certification of the chosen organization as to its qualifying as a charitable organization and not on <enter business name> in that regard and (iv) <enter business name> will not provide an acknowledgement having any special status for tax reporting purposes but only evidence that it made a payment to the desired organization on the seller's behalf, and the seller must rely on receiving a written acknowledgment from the charity directly if it needs or wants one.
7. **Bailment Relationship.** The relationship between Superior Business Solutions, Inc., and the Seller is that of bailor and bailee in which the bailor (Seller) deposits his personal proper (Goods) with the bailor Superior Business Solutions, Inc. for the purpose of listing and selling the Goods to third parties through eBay. Nothing contained herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
8. **Title and Risk of Loss:** Title and risk of loss for the Goods remains with Seller until such time as the Goods are delivered to a carrier for delivery to the buyer. Title and risk of loss will not transfer to Superior Business Solutions, Inc. at any time. Title to Goods shipped will pass directly from Seller to Buyer.
9. **Seller's warranty of Goods.** Seller warrants that (i) Seller has all the necessary rights and authorization to produce and distribute the Goods and to permit <enter business name> to offer sell and deliver the Goods to any third party, (ii) the Goods and the rights granted under this agreement do not infringe the proprietary rights of any third party, and (iii) the description of the Goods is truthful, accurate and complete. Seller represents and warrants that description of the Goods and the Goods will not: Be false, inaccurate or misleading; Be fraudulent or involve the sale of counterfeit or stolen items; Violate any law, statute ordinance or regulation (including, but not limited to those governing export control, consumer protection unfair competition, anti discrimination or false advertising); Be defamatory, trade libelous, unlawfully threatening, obscene or contain child pornography or otherwise adult in nature or harmful to minors.
10. **Breach.** Without limiting other remedies, <enter business name> may immediately remove sellers goods listing from eBay, temporarily suspend, indefinitely suspend or terminate the services and refuse to future services to seller if (i) Seller breaches this agreement, (ii) <enter business name>, Inc, is unable to verify or authenticate any information seller provides to Superior Business Solutions, Inc., (iii) Superior Business Solutions, Inc. believes that seller actions may cause financial loss or legal liability for seller, Superior Business Solutions, Inc. users or Superior Business Solutions, Inc. or (iv) Superior Business Solutions, Inc. suspects that seller (by conviction, settlement, insurance or escrow investigation, or otherwise) has engaged in fraudulent activity in connection with the goods, Superior Business Solutions, Inc. or eBay.
11. **Indemnity.** Seller agrees to indemnify and hold Superior Business Solutions, Inc. and (as applicable) < Superior Business Solutions, Inc., parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due, connected to or arising out of seller's breach of this agreement, or seller's violation of any law or the rights of any third party.
12. **Warranty Disclaimer.** Superior Business Solutions, Inc., Inc provides its services "as is" and without any warranty or representation as to the SERVICES, express, implied or statutory. Superior Business Solutions, Inc. specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some sates disclaimer of implied warranties, so the foregoing disclaimer may not apply to Seller. This warranty gives Seller specific legal rights and Seller may also have other legal rights that vary from state to state.
13. **Waiver of consequential Damages.** IN NO EVENT WILL Superior Business Solutions, Inc. BE LIABLE TO SELLER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND IRRESPECTIVE OF WHETHER Superior Business Solutions, Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.
14. **Liability Cap.** Superior Business Solutions, Inc.'s liability, and the liability of its employees and suppliers to Seller or any third parties in any circumstance is limited to the greater of (i) The estimated value of the applicable Goods, as stated on the Reverse page, or (ii) \$100. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Seller.
15. **Release.** Seller releases Superior Business Solutions, Inc. and eBay (and Superior Business Solutions, Inc. officers, directors, agents, subsidiaries, joint ventures and employees) from any damages (actual and consequential) of ever kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, resulting from or in any way connected with the Services. If SELLER is a California resident, SELLER waives California Civil Code § 1542 which says: 'a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.'
16. **Term.** The term of this Agreement will commence upon the Effective Date and unless terminated earlier in accordance with the terms of this Agreement, will continue until all goods accepted fro listing by Superior Business Solutions, Inc. under this agreement are sold and delivered, returned to seller, or disposed of in accordance with section 3, but in no event more than sixty (60) days from the effective date. This agreement may be terminated by Superior Business Solutions, Inc. without notice, for any reason or no reason, at any time.
17. **Survival of certain terms.** The following sections will survive the termination of this agreement for any reason: Reverse page, 3,5,6,7,8,9,10,11,12,13,15 and 16. All other rights and obligations of the parties will cease upon termination of this agreement.
18. **General.** This agreement will be governed in all respects by the laws of the United States of America and the State of Illinois as such laws are applied to agreements entered into and to be performed entirely within Illinois between Illinois residents. All notices or requests will be in writing and will be sent by fax, or signing for receipt of delivery if sent by courier. Notices will be sent to the parties at the address set forth in the signature block, reverse. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision thereof be taken or held to be a waiver off the provision itself. In the even that any provision of this agreement will be unenforceable or invalid under any application law or be so held by applicable court decision, such unenforceability or invalidity will not render this agreement unenforceable or invalid as a whole, and, in such event, such provisions will be changed and interpreted also as to best accomplish the objectives of such unenforceable or invalid provision with the limits of applicable law or applicable court decisions. This agreement and the exhibits thereto, constitute the enter agreement between the parties with respect to the subject matter hereof. This agreement supersedes, and the terms of this agreement govern, any prior or collateral agreements with respect to the subject matter thereof with the exception of any prior confidentiality agreements between the parties. Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.