

**AGREEMENT BETWEEN**  
**Horseheads Central School District**  
**and**  
**Dale Bryant, eBay Sales Consultant**  
**July 1, 2011 – June 30, 2012**

The Horseheads Central School District (District), hereby contracts the services of Dale Bryant to sell approved excess District items on the E-Bay website for the period of July 1, 2011 – June 30, 2012, which services shall be AT WILL. Nothing contained herein shall in any way operate to establish an employer-employee relationship, or give and rights or responsibilities not expressly set forth herein.

Mr. Bryant will be responsible for taking pictures, writing the advertisements and posting of approved items from the District to be sold on the E-Bay website. He will be responsible for distributing the items to the buyer, collecting payment from the buyer, and collecting New York State and Local sales tax from the buyer.

The District agrees to pay Mr. Bryant a 15% sales commission on the item's sale price, upon actual sale of the item, plus the E-Bay expenses based on the attached E-Bay Fee Schedule. Any other costs, fees, postage, or expenses that may be incurred in connection with the sale shall be the entire responsibility of Mr. Bryant, absent prior consent from the District. The District shall have sole discretion to set any minimum bid amounts for any items sold.

The District items that are given to Mr. Bryant to sell are sold "as is" with no guarantee of its operation, use, or dependability. Once Mr. Bryant assumes responsibility for the item to sell, the District relinquishes the item's ownership to him unless it does not sell. Mr. Bryant shall use best efforts to sell any item, shall take care to prevent loss or damage of the District's property and shall bear the risk of loss for same while in his custody.

Mr. Bryant agrees to wholly indemnify, reimburse and hold the District harmless from any and all liability and damages which may be incurred to the property during his possession of the approved District items arising out of his use and marketing the same for sale, and all incidents relating thereto as may be caused or arise from the acts or failure to act, of him, its clients, guests, licensees, agents and invitees.

Either party may properly terminate this Agreement on at least a two-week notice to the other. Upon such notice and expiration of said notice period, this Agreement shall automatically terminate, together with all rights and responsibilities of the parties hereto, at which time Mr. Bryant shall immediately return any unsold District property in the same condition as it was provided to him, and the District shall pay any earned but unpaid commissions. Mr. Bryant shall not be entitled to any commission unless the item is **actually sold and the purchase price received by the District**, and at no time prior to, regardless of time or work expended, however he shall be entitled to any E-Bay expenses, set forth above, actually incurred and paid by him.

All the terms, understandings and agreements binding upon both parties are herein set forth and this Agreement shall be amended or modified, in whole or in part, except in writing by the parties hereto:

**Horseheads Central School District**

**eBay Sales Consultant**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ralph Marino, Jr., Ed. D.  
Superintendent of Schools  
& Acting School Business Administrator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dale Bryant  
eBay Sales Consultant