



### AUCTION CONSIGNMENT AGREEMENT

This consignment agreement is between Auction House 109 (AH109) and the following Consignor:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

#### The Terms of Your Consignment with Auction House 109:

- The consignment agreement covers all items accepted by AH109 for sale and identified in the below and/or attached list.
- AH109 will determine when your items will be placed in auction. Most items will be auctioned within 60 days of consignment, however, exceptions may apply.
- You receive **50% on items selling \$25 & under; 70% on items selling for more than \$25.**
- If you place a reserve on an item and the item does not sell at auction, you will be responsible for a **10% reserve fee**, e.g., a \$1,000 reserve on an item that does not sell will result in you owing AH109 a \$100 reserve fee.
- Unsold items can either be reclaimed or donated to charity. AH109 will give you 10 days notice of unsold items. **Items left unclaimed after 10 days become the sole property of AH109.** AH109 reserves the right to sell at deeply discounted prices with all proceeds being retained; or to donate the items to a charitable organization of AH109's choice.
- AH109 will review your items offered for auction; some items are not suitable for auction and cannot be accepted for consignment.
- The Consignor is responsible for contacting AH109 with any changes of address, phone, email, etc.

#### Payment:

- Consignment checks will be processed within seven (7) business days of conclusion of an auction and available for pick-up unless you inform us to mail the payment.
- Unclaimed consignment checks are void after 90 days. If you have not picked up your check within 90 days, the check will be voided and all funds become the property of AH109.

AH109 will work proactively to sell and protect the Consignor's merchandise. However, AH109 is not responsible for loss or damage to merchandise caused due to, but not limited to, fire, water, vandalism, theft, shoplifting or negligent handling by customers.

#### INVENTORY LIST (attach additional sheets if necessary)


\_\_\_ Please initial if it is OK to donate your items that do not sell to charity.

**I certify that all items I am consigning are owned by me, are not stolen or being consigned in a fraudulent manner, and that I have the full legal right and authority to sell the consigned items. I will hold Auction House 109 and all of its related entities, agents, employees, officers and shareholders harmless from any claims to ownership of items that I have consigned.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

You must present, and allow Auction House 109 to copy, a valid government issued ID in order to consign.