

Consignment Auction Agreement

Consignor Name:	Consignor Number:
Address:	Phone Number:
City, State, Zip Code:	Email Address:

Category	Details	Description	Initials
1. CONSIGNMENT AGREEMENT		<ul style="list-style-type: none"> • Owner grants Donley Auctions the exclusive right to sell its Property at public auction. • Donley Auctions will determine the auction at which the Property will be auctioned. The items of Property set forth on the Exhibit shall be sold at public auction to the highest bidder without reserve or minimum unless previously discussed prior to the auction. • Auctioneer does not guarantee the selling price of the Property. • Donley Auctions will incur no liability for the postponement of any auction for any reason. • Auctioneer is not responsible for items left at Donley Auction facility that do not appear on the Consignment Item List. 	
2. CONSIGNOR COMMISSION	____ Flat Rate: _____%	____ Sliding Scale: \$1-\$100 35% \$101-\$1000 25% \$1001-\$2000 20% \$2001-\$3500 15% \$3500-Up 10%	<ul style="list-style-type: none"> • Owner agrees to pay Donley Auctions a commission on the sold lot price, includes all storage of property until auctioned, set-up personnel, auctioneer fees, auction staff, photography, in-house advertising, management of shipping and accounting.
3. MINIMUM FLAT RATE PER SOLD LOT	\$25	<ul style="list-style-type: none"> • Owner agrees to pay a flat rate for each sold lot regardless of Hammer price. 	
4. BUY BACKS	\$ _____	<ul style="list-style-type: none"> • Owner agrees to pay a flat fee for each item bought back or unsold. 	
5. ADVERTISING	Not to Exceed: \$ _____	<ul style="list-style-type: none"> • Owner gives full permission to use any means of advertisement it deems fit in order to promote Property and may include all or part of newspaper, direct mail, radio, TV, internet, Donley Auctions' website, custom flyer, search engines, industry specific publications, social media, in-house promotions, signage and word of mouth. • Owner will pay for advertising not to exceed an agreed upon amount 	
6. HANDLING CHARGES	Not to Exceed: \$ _____	<ul style="list-style-type: none"> • Owner will pay all packing, cleaning, assembling, handling and transportation costs to Donley Auctions' facility, as well as restoration and cleaning costs. Cleaning, restoration, and appraisal costs will be discussed and approved in advance by Owner. 	
7. APPRAISALS / EXPERT CONSULTATION	\$ _____	<ul style="list-style-type: none"> • Owner will pay cost of third-party appraisals or expert advice to properly describe Property or verify authenticity if required. 	
8. PROPERTY STORAGE	Per Item, Per Day Amount: \$ _____ Days to Remove Items: # _____	<ul style="list-style-type: none"> • Storage of the Property prior to the auction will be the responsibility of Donley Auctions unless such goods are not yet authorized to be sold. • Property held awaiting court order or other contingency shall be charged a handling/storage fee. • Unsellable Property and/or unsold Property carrying a reserve price must be removed after the auction or charges will incur. • Unsellable Property that owners wish to have disposed will be charged handling and refuse charge. 	

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9. RESERVES	Reserve Amount: _____%	<ul style="list-style-type: none"> • Donley Auctions does not encourage reserve bids on Property, however, it is understood that there will be times when an Owner will want to place a minimum sale amount on Property. In this case, Donley Auctions will accept Reserve bids under the following guidelines. <ul style="list-style-type: none"> • Reserve bids must be established PRIOR to all advertisement of Property and 14 days prior to start of auction. • Owner agrees if Property does not meet Reserve a percentage of the Reserve Amount will be charged if Property is not sold. • Owner agrees that neither he nor his representative will bid on Property under this agreement. 	
10. INSURANCE	Send Certificate: _____	<ul style="list-style-type: none"> • Owner is advised to maintain insurance on all Property left with Donley Auctions until sold. • Donley Auctions will provide a certificate of insurance naming estate, covering the value of the collection and workman's liability during the removal from the identified location. 	
11. CONSIGNOR PAYMENT	Within 30 Business Days	<ul style="list-style-type: none"> • Donley Auctions will mail sale proceeds to the Owner, net of all commissions and expenses, after all buyer payments are received and within 30 days of the auction date. • Donley Auctions is not obligated to legally enforce payment by any buyer of the Property. • In the event of non-payment by the buyer, Donley Auctions, in its sole discretion may resell Property at a future auction or cancel the sale and return the Property to Owner • Donley Auctions shall not, under any circumstances, be liable for any consequential damages to Owner as a result of non-payment by the buyer. 	
12. WARRANTIES/ INDEMNIFICATION		<ul style="list-style-type: none"> • Owner represents and warrants that he/she has the legal right to consign the Property for sale, and that there is not, nor will there be, any claim, lien or encumbrance against the Property for any reason. • Owner agrees to indemnify Donley Auctions against all claims and expenses, including reasonable attorney's fees arising from the actual or alleged breach of any of the Owner's warranties representations herein, which shall survive the completion of a sale of Property 	
13. BUYER'S PREMIUM		<ul style="list-style-type: none"> • A pre-determined percentage is added to the bid price to make the final sale price of an item. Buyer's premium can vary by auction, and are stated in the terms of each auction. 	

This CONSIGNMENT AUCTION AGREEMENT was made by DONLEY AUCTIONS and CONSIGNOR listed below referred to as "Owner". Whereas Owner is the owner of consigned personal property referred to as "Property" described on CONSIGNMENT ITEM LIST and made a part of this AGREEMENT. Owner commissions the services of Donley Auctions to sell at auction under the terms and conditions provided in this AGREEMENT. The terms and conditions set forth constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this AGREEMENT. No change can be made to this AGREEMENT other than in writing and signed by both parties.

Consignor Signature:	Donley Auctions Signature:
Date:	Date:

Randy Donley, Auctioneer Lic.#: 441.001907

Consignment Item List

Consignor Name:	Consignor Number:
Address:	Phone Number:
City, State, Zip Code:	Email Address:

#	QTY	Description	Inventory #	Reserve*	CO	Auction ID
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

*All RESERVES must be approved by Randy Donley. Approved: _____ Date: _____

I hereby commission Donley Auctions to sell the items listed on the CONSIGNMENT ITEM LIST to the highest bidders by public auction. I certify that I am the owner of the Property listed, and that I have the legal right to sell these items. Further, I certify that I have good title to all goods and that the goods are free from any and all encumbrances. I agree to hold harmless the auctioneers for any claims resulting from this agreement. If the auctioneers believe it to be in the best interest of my goods, and/or the auction event, I agree to allow the auctioneers and/or their staff to bid on and/or buy any of my said goods/items.

Consignor Signature:	Donley Auctions Signature:
Date:	Date: