

Pacific Galleries

SINCE 1972

CONTRACT #

CONSIGNMENT CONTRACT

This Agreement entered into on the date written below between Pacific Galleries, LLC, a Washington Limited Liability Company, hereinafter referred to as "Consignee" and, the undersigned, hereinafter referred to as "Consignor". Consignor shall include by this reference be the Seller and Owner of the property being consigned.

1. **Consignment.** Consignor hereby consigns to Consignee and, employs said Consignee to sell at auction, estate sale, or otherwise, including through any sales format including estate sales or through the Pacific Galleries Antique Mall retail space Vintage & New, the personal property identified in the Property Receipt Schedule attached or, any continuation sheets thereto, subject to provisions set forth below and the standard Conditions of Sale printed in Consignee's auction catalogs. This Contract shall apply to all property now or hereafter received by Consignee from Consignor, until replaced by a new Contract of Consignment of later date. Consignor agrees that the provisions hereof apply to all property received on continuation Property Receipt Schedules issued by Consignee whether or not Consignor signs each continuation page.

2. **Commission.** For auction services, Consignee will receive and retain from the proceeds of the sale of each consigned item or lot, as commission from the Consignor:

- 35% of the final bid on lots selling in auction for up to \$500;
- 25% of the final bid on lots selling in auction between \$500.01 to \$10,000;
- 15% of the final bid on lots selling in auction for more than \$10,000

In consideration for **additional services rendered**, for items sold on Internet sites such as eBay or Craig's List or through the Pacific Galleries retail space Vintage & New, add 10% to the commission structure. Commissions for large quantity consignments or estate tag sales can be discussed on a case by case basis.

3. **Sale Conditions.** Consignee shall have complete discretion as to: (1) the place and date of the sale and the manner in which such sale is conducted; (2) the description of the property in its catalogs or other literature; (3) obtaining the view of any expert; and, (4) the combination, or division, of the property into several lots as may be deemed appropriate for sale

4. **Consignor's Warranties.** Consignor warrants that they have the right to consign the property for sale, and that the same is free and clear of liens, encumbrances, and claims and interests of third parties and, that good title will pass to the buyer. If Consignor is acting as an agent for an undisclosed principal, Consignor and principal, jointly and severally, assume all the obligation hereunder to the same extent as if the same Consignor were acting as principal. Consignor warrants that they are knowledgeable concerning Consignor's descriptions of the property and that said descriptions are accurate. Consignor hereby holds Consignee harmless from any and all damages incurred by Consignee as a result of Consignor's breach of these warranties.

.....CONTINUES ON BACK

Date: _____

Consignor

Consignee, Pacific Galleries Authorized Signature

PLEASE PRINT CLEARLY

Name		
Address		
City	State	Zip
Country		
Phone #	Alternate Phone #	
E-mail Address:		Revised 10.25.2011

5. **INSURANCE: Damage or Loss of Property.** Consignee shall exercise reasonable care as to Consignor's Property. Consignee shall not be responsible for any damage or loss of the property while in transit to or from Consignee's place of business or, while in Consignee's possession. Consignor is strongly advised to ensure inclusion of any consigned items in his or her homeowner's insurance policy or to purchase third party insurance on items prior to consigning.

6. **RESERVES.** All lots are to be sold to the highest bidder, unless a written and signed reserved price has been agreed on by Consignee and Consignor and specifically set forth in the Property Receipt Schedule. Should both parties agree upon a reserve price, a buy back fee of five percent (5%) of the reserve price will be assessed against the Consignor's account if the reserve price is not achieved (if the reserve is not met, the buy back fee will be no less than \$100.00).

7. **No Representations.** Any appraisal, estimate or other statement of Consignee or, its representatives, with respect to the value of any item, is a statement of opinion only and may not be relied upon as a prediction of the actual selling price.

8. **Settlement of Account.** Consignee will pay the Consignor the net proceeds received, and collected from, the sale of the property, less its commission, any expenses incurred for Consignor's account and any other amount due, unless the Consignee shall have received notice of the buyer's intention to rescind the sale, or any other claim, or shall for any reason have refunded such proceeds to the buyer. Payment for regular auction will be available for pick up fourteen (14) days after Sunday auctions, and twenty-eight (28) days after specialty auctions or estate auctions. Payment not picked up by the following Monday will be mailed on Tuesday.

9. **Hold Harmless.** Consignee, as Consignor's agent is authorized to accept the return of and rescind the sale of any property at any time if Consignee, in its best judgment determines that the offering for sale of any property has subjected or may subject Consignee and/or Consignor to any liability, including any liability under warranty of authenticity. In such event, Consignee is further authorized to refund or credit to the buyer the purchase price of such returned property. If Consignee has already remitted to Consignor any proceeds of the rescinded sale, Consignor agrees to pay Consignee on request an amount equal to the remitted proceeds. Consignor further agrees to indemnify Consignee and hold harmless from and against any and all claims, loss, liabilities and expenses (including reasonable attorney fees) relating to the claims of individuals claiming title to any property consigned hereunder or to any claims of buyers or persons claiming for buyers resulting from Consignee offering for sale or selling any property consigned hereunder, whether or not it has been returned to Consignee.

10. **Withdrawal.** No property may be withdrawn after receipt thereof without Consignee's consent. In the event that Consignee consents to such a withdrawal, the property may be withdrawn upon payment of twenty percent (20%) of the fair market value thereof. Consignee reserves the right to withdraw any property at any time before the actual sale if in the judgment of the Consignee: (1) there is doubt as to its attribution or to its authenticity; (2) Consignor's representations concerning it are inaccurate in any respect; (3) Consignor has breached, or is about to breach, any provision of this Contract; (4) if Consignee determines that an item or items will not reach a reasonable auction return, in which case the Consignor will be informed they have one week to pick up the item(s), after which Consignee will donate item(s) for the Consignor without receipt; or, (5) for other just cause.

11. Consignee hereby formally declares its warehouseman's lien and reserves the right to assert any and all rights thereto, pursuant to the provisions of RCW 62A.7-209 and 210.

12. **Non-Payment by Buyer.** In the event of non-payment by buyer, Consignee, at its discretion, may extend buyer's payment time, cancel the sale and return the property to Consignor, or endeavor to enforce payment by the buyer.

13. **Expenses.** In the event, that in the judgment of the Consignee, the value of any property will be enhanced by cleaning, repairing, refreshing, touching up, or any other minor repairs, at no cost to the Consignee, the Consignor hereby authorizes Consignee to have said work performed. No improvements will be charged to Consignor's account without prior approval of Consignor.

14. **Miscellaneous.** All prior negotiations, representations, contracts or agreements between the parties hereto relating to the property, if any, are hereby merged into this Contract and this Contract is complete, entire and the only Contract between Consignee and Consignor. No modifications, alterations, constructions, amendments or rescissions of or to this Consignment Contract shall be effective or binding unless in writing and executed by a duly authorized officer of Consignee and Consignor. This Contract shall be governed by, and construed in accordance with the laws of the State of Washington. Any notice given hereunder shall be in writing and sent to the address of the Consignor. In the event any proceedings are instituted concerning a dispute between Consignor and Consignee in regard to this Contract, the prevailing party shall be entitled to any and all costs, expenses and reasonable attorney's fees.

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