

# CONSIGNMENT AGREEMENT

OFFICE USE ONLY

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

1. The relationship between the parties is that of Consignor and Consignee.

2. The Consignor agrees and covenants as follows:

a) **Buybacks/Bidding Up: The Consignor will not interfere with the integrity of the auction sale in any manner whatsoever. In particular, the Consignor, his agents and employees shall not bid upon the consignment items at any time. If at any time during the auction a consignor is caught bidding on their own items a 25% buyer and seller premium will apply to all invoices/consignor cheques and the consignor in question may be banned from future sales with 6&6 Auctions.**

b) This agreement covers the items listed on the Consignment List, (hereafter referred to as the consignment item (s)) or attached list. All items are sold as-is, where-is. 6&6 Auctions accepts items and descriptions as accurate and true. In the case of an abortive sale due to misinformation by the consignor, the bidder's payment will be waived and the consignor must take their item back from the sale within (14) days without funds due to them and a fee of 20% of the item's selling price will apply to a maximum of \$100.00.

c) At all times the consignment items remain at the risk of the Consignor, notwithstanding delivery to the Consignee. The Consignee is not responsible for loss or damage to items due to, but not limited to, fire, water, vandalism, theft or negligent handling by customers.

d) The Consignor acknowledges that all consignment items will be placed in a "non-reserve" sale designation and sold at auction by the Consignee. All consignment items will be sold to the highest bidder, with no price guarantee from either party.

e) The Consignor agrees that the Consignee is entitled to a sales commission of 15% of the sale price if the sale price is \$500.00 or below. The consignor agrees that the consignor is entitled to a sales commission of 7% of the sale price if the sale price is \$501.00 or more. Consignor agrees to reimburse 6&6 Auctions for any of out-of-pocket expenses (fuel, minor repairs, clean up) incurred by the Consignee, to a maximum limit of \$150 without prior approval.

**The Consignor acknowledges that there will be a \$2 handling fee charged to each lot processed at the auction.**

f) In the event of an abortive sale, the consignment items may be held by the Consignee for entry into a subsequent sale or returned, at the discretion of the Consignee. Unsold items must be retrieved, by the Consignor, within 14 days of email notification, failing which the consignment items shall become the property of the Consignee and may be disposed of or resold as the Consignee sees fit.

g) The Consignor acknowledges that the sale proceeds for the consignment items will be co-mingled with other auction proceeds prior to payment.

h) The Consignor has good title to the consigned goods, free from all liens and third party claims; the Consignor shall indemnify and hold the Consignee harmless from all claims, demands and suits which may arise for breach of this covenant.

i) Auction lots are accepted on an appointment basis, in contact/calling order. 6&6 Auctions may set a limit on how many items may be in a sale. If a consignor has items that are above stated limit that they would like to con-sign, 6&6 Auctions reserves the right to allocate any lot(s) to a future sale without approval from the consignor. The consignor acknowledges that once an item has been processed by 6&6 Auction staff it is deemed part of the sale and cannot be removed by the consignor for any reason.

j) In the event of an abortive sale due to a "no show" of bidder, 6 & 6 Auctions reserves the right to contact the bidder in second position and offer the item to that bidder at their last approved bid. If the bidder contacted wishes to confirm the purchase, then the sale will be completed at that price, subject to bidder's premium and HST. If the bidder contacted declines the option of purchase, 6 & 6 Auctions will contact the consignor for further direction – in which case, the consignor can direct 6 & 6 Auctions to continue contacting bidders in order of last bid, or return the item to the consignor.

3. The Consignee agrees and covenants as follows:

a) The Consignee will receive the consignment items on an "as is" basis and sell them at auction. The format, date and content of the auction is within the sole discretion of the Consignee.

b) The Consignee will mail the net proceeds of sale to the Consignor within one week of the completed sale, unless other arrangements have been made, in writing, prior to the auction sale.

\_\_\_\_\_  
Consignor

\_\_\_\_\_  
Date

\_\_\_\_\_  
6&6 Auctions

