

Consignor # _____

Four Seasons Auction Gallery of Forsyth

4010 Nine McFarland Dr. Alpharetta, GA 30004

Ph # 770-781-2065/404-876-1048 Fax# 770-781-2869

www.fsagallery.com info@fsagallery.com

Agreement made this _____ day of _____, 2011.

Between _____, Consignor

Name

of _____

Address

City/State/Zip

Phone #

Cell #

Fax #

E-mail

Hereafter called consignors, Four Seasons Auction Gallery of Forsyth/ Steve White hereafter called Auctioneer:
Ga #3167

1. The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparation for and conducting the sale.
2. Auction is to be held at _____ or _____ on the day of _____, 2011 or _____. In case of an interruption of the scheduled auction due to weather, illness, or other unforeseen factors the lots will be sold at an appropriate auction time as designated by auctioneer which may be prior to, or later than, the original date.
3. Items received by the auctioneer in bulk lots will be sorted and lotted in groups or individually at the auctioneer's discretion. Items will be sold during an appropriate auction, scheduled with other like items as determined by the auctioneer. **All items received at one time may not all go into the same auction.** A consignment check will be issued for each auction that a consignors items are sold in. Auctioneer will list all lots to be sold on consignment sheets.
4. It is mutually agreed that all listed goods be sold to the highest bidder. It is further agreed that the auctioneer may deduct the agreed upon fee set (as stated below) from gross sales receipts, aka; amount which clerking records show as final hammer price, resulting from said auction sale.
5. Auctioneer shall receive full commission of 25% and buyer's premium on any item withdrawn by the seller, sold after date of this contract, or items not meeting reserves. Value of this item to be determined by the auctioneer, agreed reserve price, or in case of dispute, by two independent recognized appraisers at consignors expense. _____ INITIAL
6. **The auctioneer agrees to turn NET PROCEED FROM SALE (consignment check) as well as PRICES REALIZED (auction results) and copies of auction records over to the consignors NO SOONER THAN 2 WEEKS (excluding holidays) following the auction to allow bookkeeping to separate your items from other consignors.** Under special conditions, bookkeeping may require up to 30 days to settle from the day of the auction, as no items will be considered sold until Four Seasons Auction Gallery of Forsyth is paid in full by the winning bidder. _____ INITIAL
7. **It is the sole responsibility of the consignors to come to Four Seasons Auction Gallery of Forsyth's business office open Monday thru Friday from 11:00am to 6:00pm, to pick up proceeds and records.** If consignors wishes check to be mailed, it will be done so only by certified mail/return receipt at a fee of \$25.00 deducted from proceeds to insure we have a signature on record showing the consignors settlement and check have been

received. **Each consignor check is accompanied by its own consignor settlement; a signature is required on each settlement issued.** A consignor may request the settlement be faxed. Consignor must sign and return settlement. Checks accumulating to over \$100.00 may be sent regular mail. _____ **INITIAL**

- 8. The consignor agrees that the auctioneers and any expenses incurred in conducting said auction shall be the first paid from the proceeds realized, before any payment or satisfaction of any liens or encumbrances are paid.
- 9. Auctioneer and staff reserve the right to bid on items on behalf of the consignor or for business or personal reasons.
- 10. The consignor conveys and agrees to have good title and the right to sell and, said items are free from any and all encumbrances. Consignor agrees to provide marketable and clear title to all sold lot requiring title. Any and all legal expenses, and any other additional expenses pertaining to this contract, lots listed, and conducting the auction of listed lots on consignor's behalf will be the sole responsibility and expense of the consignor and will be deducted from proceeds.
- 11. Consignor agrees to be responsible for providing total insurance coverage against loss of goods due to fire, theft, damage, or any other liability personal or otherwise concerning their goods whether auction is held on consignor's property or Four Seasons Auction Gallery of Forsyth's designated location. Consignor agrees to hold auctioneer and/ or representatives harmless against any claim referred to in this contract.
- 12. The auctioneer and F.S.A.G. of Forsyth will charge a buyer's premium that will be retained by the Auction Company to offset expenses.
- 13. Any unsold lots left by consignor in excess of 10 business days after the announced auction **WILL BE CHARGED \$10 per day per item, unless amended under special terms #19.** Any unsold lots left by consignor over 10 business days will be sold at auction without prior notice. Consignor will be charged a minimum of 25% auctioneer fee and will be additionally held liable for accrued storage fees and moving charges.
- 14. In the event of the death of the consignor, proceeds will be paid to the estate of the consignor as directed by appointed executor.
- 15. Any legal fees incurred by Four Seasons Auction Gallery of Forsyth because of any actions of the consignor will be the full responsibility of the consignor and deducted from proceeds before any payments are made to the consignor.
- 16. Any consignor who has purchased items at Four Seasons Auction must pay for purchases prior to receiving proceeds from auction consignments.
- 17. Any consigned item that will not bring a minimum of a \$1.00 bid at auction will be disposed of by Four Seasons, resulting in a zero consignment payment on that item.
- 18. Auctions held on site at the consignor's location require the following amenities be provided at the consignor's expense: a working land phone line, electricity, restroom facilities, and high speed internet if any of the auction is to be conducted on the internet as well.
- 19. Special Terms _____

Auctioneer's Fee: _____ Additional Fee(s): _____

I have read, understand, & agree to all terms of this contract.

Date _____

Consignor _____

Auctioneer _____

Signature

Signature

Steve White, Auctioneer GAL #3167/ Four Seasons Auction Gallery of Forsyth