

# DISTRICT AUCTION CONSIGNOR CONTRACT

This Agreement is entered into on the date written below between District Auctions, LLC, a Washington Limited Liability Company (“Consignee”) and the undersigned (“Consignor”). Consignor shall include by this reference the seller and owner of the property being consigned.

1. Consignment. Consignor hereby consigns to Consignee and, employs said Consignee to sell at auction, retail, or otherwise, the personal property identified in the Property Receipt.

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 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.

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 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.

5. Consignor assumes full responsibility for insurance coverage of the pieces up to the date of their sale and holds the Consignee harmless for damage or loss.

Dated \_\_\_\_\_

Consignor \_\_\_\_\_ Consignee \_\_\_\_\_

Address \_\_\_\_\_

E-mail \_\_\_\_\_

Phone \_\_\_\_\_

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