

# STAIR GALLERIES

## AUCTION CONSIGNMENT AGREEMENT

Thank you (the "Consignor") for choosing to consign property for auction with us ("Stair Galleries & Restoration, Inc."). The property consigned by you for public auction sale (the "property") is listed on the attached Property Receipt. The property shall be sold by us as your agent pursuant to the terms of this Agreement and the Conditions of Sale printed on the back of the Property Receipt and in the front of the auction catalogue.

- 1. SALE DATES & LOTS:** We shall auction the property at the earliest date possible, but we shall not be responsible for any delays in the sale date. At our discretion, we may offer some of the property on one sale date and reserve other of the property to be sold on another sale date. We may group your property into such auction lots as we determine will be most suitable.
- 2. COMMISSIONS:** 10% (Ten percent) of the selling price for each lot sold. Each lot sold is deemed a separate transaction and the commission is based on the sale price of such lot.
- 3. EXPENSES:** The commission covers all expenses of sale, other than insurance, after the property has been received at the gallery. The commission also covers the cost of photography and cataloguing.
- 4. INSURANCE:** Once the property has been received at the Gallery we shall be responsible for risk of loss or damage to the property, normal wear and tear excepted. In consideration for our assumption of such risk, you shall pay us 2% (two percent) of the median pre-sale estimate or, following the sale, the successful bid amount.
- 5. PACKING & SHIPPING:** We are responsible for packing and delivering the property to the Gallery.
- 6. STAIR GALLERIES TRUCKING SERVICES:** A trucking fee of \$0 will be deducted from the net proceeds due to the consignor.
- 7. RESERVES:** All property is sold without reserve unless specifically noted on the Property Receipt. No reserve will be placed on a lot estimated at less than \$1,000.00. In no event will a reserve be more than 2/3 of the low estimate on a lot. We as your agent shall make all bids to protect the reserve, and you represent and warrant that neither you nor any other agent will bid at the auction. If any lot with a reserve fails to sell you will pay us a commission of \$75.00 or 5% (five percent) of the reserve amount, whichever is greater.
- 8. REPRESENTATIONS & WARRANTIES:** You represent and warrant that you have the right to consign the property for sale, that the property is free and clear and will be kept free and clear of all liens and encumbrances, and that good title and right to possession will pass to the purchaser. If you are acting as an agent for a principal, you and your principal jointly and severally make all of the representations and warranties and assume all of the obligations hereunder. If you are a corporation or a fiduciary, we may request you to furnish additional documentation in a form we find acceptable. You agree to indemnify and hold us and each purchaser harmless from any and all claims, damages and expenses relating to or arising out of any breach of your representations or warranties in this Agreement.
- 9. NO WITHDRAWAL:** You agree not to withdraw any property after you enter into this agreement. We may withdraw any property before the sale if in our sole judgment we determine that there is any doubt as to any of your representations or you have breached any provision of this agreement. In such event you shall be responsible for all damages suffered and expenses incurred by us.
- 10. SALE ESTIMATES & PROPERTY DESCRIPTIONS:** We make no representations or warranty of the anticipated selling price of any property, and estimates or descriptions, whether on the Property Receipt or in the catalogue shall not be deemed a guarantee, warranty or representation by us of the authenticity or selling price of the property and may not be relied upon by you.
- 11. SETTLEMENT:** You shall be paid **thirty (30) BUSINESS days** following the date of each sale. The proceeds of sale shall be first applied to our commission and then to any out-of-pocket expenses, other than sale expense, incurred at your direction. The balance will be forwarded to you provided we have no knowledge of any breach of any warranty or representation made by you, and provided no purchaser has made a claim or demand with regard to the sale or property. Payment shall not constitute a release of any of your representations, warranties or obligations set forth in this Agreement.

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12. **NON-PAYMENT BY PURCHASER:** We do not assure and shall be under no obligation to sue or otherwise enforce payment by a purchaser. At our discretion we can elect to do one of the following: a) enforce in your name or our name any and all of your or our rights against purchaser, in which case any legal expenses shall be shared; b) cancel the sale and resell at auction some or all the property for your account; c) cancel the sale and hold the property for you; d) remit to you the amount due to you, in which event we shall assume all of your rights.

13. **USE OF NAME:** We may use your name as owner of the property unless, below, you direct otherwise. You represent and warrant that your legal status, as set forth below, fairly and accurately describes your status:

- You may not use my name.
- Individual owner
- Fiduciary for: \_\_\_\_\_
- Agent for: \_\_\_\_\_
- Corporate Title: \_\_\_\_\_
- Other: \_\_\_\_\_

14. **RESCISSION:** In addition to the right to cancel a sale for non-payment by the purchaser, the Gallery in its sole discretion has the right to rescind a sale if we were misled by you in any warranty or representation that you made as to your status and ownership of the property. We may also rescind the sale if in our sole discretion we determine that the sale has subjected us and/or you to any claims or actions. In the event of rescission, if the rescission is due to any misrepresentation by you, you shall be responsible for all damages and expenses to the Gallery, including both buyer and seller commissions.

15. **PRIVATE SALES:** If a lot fails to sell or to reach its reserve and is bought in for your account, we are authorized by you for a period of 10 days after the auction to sell the lot privately provided that the net amount to be paid to you equals what you would have received had the lot sold at the low estimate or at the agreed reserve, minus our commissions and any agreed upon expenses.

16. **UNSOLD PROPERTY:** Any property unsold after an auction, if not sold privately, or re-consigned to us for another sale, shall be picked up by you at your cost and expense. If after 10 days following the auction the property has not been picked up by you, we shall have the right at our discretion to: a) sell the property at public auction without reserve at a time and place to be determined by us, b) return the property to you at your expense, or c) deliver, at your expense, the property to a public warehouse, and you shall be liable to the warehouse for its standard storage, insurance and other costs.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between you and the Gallery, and it may only be changed in writing by you and us. This Agreement shall be governed by the laws of the State of New York, and you submit to the exclusive jurisdiction of the state and federal courts sitting in the State of New York.

ACCEPTED & AGREED:

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\_\_\_\_\_  
Stair Galleries

Consignor Number \_\_\_\_\_