

VJV MARKETING GROUP TERMS & CONDITIONS

1. I hereby release the Auction, it's managers, auctioneers, employees, and representatives, from any and all liability, responsibility, obligations, claims, lawsuits or legal proceedings arising from the consigned items. If legal action is initiated against the auction with the respect of the sale of consigned items, I agree to fully indemnify the Auction from and against such legal action, including legal fees and cost incurred by the Auction.
2. I agree to pay to the auction a sales commission for the selling price for any consigned item sold by the auction. I hereby authorize the Auction to deduct and retain its consignment fee, sales commission and any other applicable fees from my account before making any distribution of proceeds to me, In the event that there is a deficit in my account, I agree to pay the balance due within 10 days of being notified of such deficit. A fee of \$ 50.00 will be charged for each check in payment of such balance which is returned by my bank for any reason whatsoever.
3. I understand and agree that this Consignment Contract is not assignable by me without the express written approval of the Auction, In the event that I privately sell any consigned item after such consigned item has been advertised by the Auction in any publication and/or after the sale catalog has been printed, I agree to pay the Auction the sum of \$100.00 as liquidated damages.
4. I understand and agree the Auction will distribute the sale proceeds to me for the Consignment item sold no later or earlier then 21 business days from the date of the sale, provided that purchaser of any consignment has not been stopped payment of their cheque or otherwise failed to pay for the any such consigned item. I further agree that the auction shall not be liable for the payment or collection of the purchaser price or for the return of any consignment item. The sole obligation of the auction shall be to assist me in the collection of the purchaser price, recovery of the consignment item and/or resale of the consignment item. I understand the auction does not guarantee the validity, enforceability, payment or collection of any instrument received in payment of the purchase price of any consignment item.
5. I agree that the auction should not be required to remit to me the net proceeds of any sale which is subject of a dispute or claim by the purchaser, until such dispute or claim is resolved, and the proceeds of such sale have been received by the Auction. Responsibility to resolve such dispute or claim shall be between me and the purchaser, notwithstanding any other provision hereof, should a dispute arise between me and the purchaser, the auction may retain its fees and costs and pay into court the balance of any proceeds of sales in its possession, as well as any titles or papers with the respect of such sale, pending a resolution of the dispute. Any and all legal fees and costs incurred by the Auction may be deducted from any net sale proceeds in the Auctions possession. Otherwise, I agree that I and the purchaser shall jointly and severally liable for payment of such legal fees and cost upon demand.
6. In the event that a purchaser fails to pay for and take possession of a consigned item, the auction shall not be held liable for such sale but shall have the right to accept the same amount from another purchaser, accept the next highest bid, put the Consigned item up for a sale a second time to retain it as unsold.
7. I AGREE TO NOTIFY THE AUCTION OF ANY IRREGULARITIES OR DEFECTS OF ANY CONSIGNED ITEM PRIOR TO THE SALE, and hereby authorize the auction, the auctioneer or announcer to announce such irregularities or defects before the Consigned item to be sold, I understand that all Consignment are sold AS IS.
8. I understand that the Auction has the right to reject any Consigned item and to change the time, place or date of the sale, should any unforeseen circumstances necessitate such a change.
9. The Terms & conditions of the sale as listed in the sale catalog are hereby incorporated by reference and made a part hereof as though fully set forth herein.
10. The Auction, it's managers, auctioneers, employees and representatives should not be held for any accident, damage or loss of or to any consigned item by fire, theft or other circumstances outside of their reasonable control. This contract shall be governed by and construed in accordance with the laws.
11. This contract shall be governed by and construed in accordance with the laws.
12. Commission structure as follows: Under \$100 is 25%, \$101-\$1000 is 20%, \$1001-\$5000 is 12% \$5001-\$10000 is 10%, \$10000-\$15000 is 8%, \$15000-\$100000+ is 6%

I have read and understand the foregoing terms and conditions and agree to be bound by all provisions set out herein.

Signature of consignor _____

Date _____