



Name:
Telephone:
Address:
Email:

Consignor # \_\_\_\_\_

### Consignment Agreement

The consignor hereby appoints WOW Auction as agent to sell certain consigned items at an auction to be held on a date set by the company, subject to the following terms and conditions:

1. The Consignor warrants that it is the rightful owner of the consigned item(s) or is otherwise authorized to offer it/them for sale under this agreement.
2. The Consignor shall be solely responsible for the cost of transporting the consigned items to the place of the auction unless other arrangements have been made with the auction house.
3. WOW Auction is authorized to sell the consigned items in accordance with its usual terms and conditions of sale.
4. All consigned items are to be sold at public auction to the highest bidder without limit or reserve (unless otherwise specified in this agreement).
5. WOW Auction is authorized to sell items individually or in such groups as the company deems advantageous.
6. As compensation for its services in selling the consigned items, the company shall be entitled to a \$3 lotting fee per lot plus commission based on the selling prices of all the consigned items the ("Total Selling Price"). Such commission shall be 30% of the Total Selling Price for lots that sell for up to \$250.00, 25% for lots that sell between \$250.01 and \$1,000.00, 20% for lots that sell between \$1,000.01 and \$5,000.00, 15% for lots that sell between \$5,000.01 and \$10,000.00 and 10% for lots that sell over \$10,000.01, if delivered. If WOW Auction picks up the items, commission shall be 50% of the Total Selling Price regardless of sale price.
7. Payment Terms: Within ten (10) business days after the sale the consigned items, WOW Auction shall transmit to the Consignor:
  - (a) a Consignor Settlement Report listing items and/or lots sold and prices received
  - (b) a settlement check for the net proceeds payable to the Consignor
8. Payment of any liens or encumbrances on consigned goods is the Consignor's responsibility. However, should the sales proceeds be subject to any legal proceedings or attachment, WOW Auction may hold the proceeds until it receives proper authorization to release the funds.
9. While every reasonable effort is made to protect consigned items, the company, its employees, or any hired delivery service shall have no liability for handling damage, public damage, or theft.
10. WOW Auction is authorized to reject or to dispose of, prior to auction or thereafter, any items deemed by WOW Auction to not be saleable.
11. The consignor warrants that all known defects have been disclosed to WOW Auction. The consignor, should they choose, to back an item with the WOW 48 hour Guarantee, agrees to be bound by the terms and conditions of that guarantee.
12. WOW Auction is acting only as an agent of the consignor for the sale of consigned items. Accordingly, the consignor agrees to hold WOW Auction harmless from all liability and related expense arising out of any acts, errors, or omissions on the part of the consignor.
13. Cancellation - In the event of any cancellation of this auction by the Consignor (direct or indirect) WOW Auction shall be reimbursed the full contract commission as established by an independent appraisal, plus all cost involved for advertising retractions, promotion, out of pocket expenditures, labor, etc., also attorney fees and court cost if necessary.

\_\_\_\_\_  
"WOW Auction"

\_\_\_\_\_  
"Consignor"

\_\_\_\_\_  
Date of Agreement