





# Fair Auction Company Terms and Conditions of Consignment

Last Edited 11.14.2017

Thank you for consigning property to Fair Auction Company, LLC. This document confirms our agreement for you to consign your property with us (FAC), and to sell it at auction. All items accepted shall be referred to in this agreement as "Property." The property will be offered for sale subject to the following terms and for the buyer, our General Terms and Conditions of Sale, which are posted on our website with each auction catalog, found at [www.fairauctionco.com](http://www.fairauctionco.com).

## 1. Property:

The Property consigned for auction is currently scheduled to be held on or about \_\_\_\_\_, \_\_\_\_\_. A listing of your lots and copy of the catalog may be mailed to you at your written discretion. Requests for paper auction catalogs must be made in writing in email or on this form. You as the consignor represent and warrant to us and to the purchaser that you are the sole owner of the Property you are consigning and that you have the right to consign the Property for sale; that the Property is currently and through the sale kept, free and clear of all liens, claims and encumbrances of others; that good title to and right to possession of the Property will pass to the purchaser free of all liens, claims and encumbrances; and that all the Property is authentic.

## 2. Commission and Fees:

Standard Sales Commission Schedule:  
On amounts between \$0 and \$250: 35% (Min \$2 per lot)  
On amounts between \$251 and \$500: 30%  
On amounts between \$501 and \$1500: 25%  
On amounts between \$1501 and \$5000: 20%  
On amounts \$5001 and above: 10%

The \$2.00 minimum commission explained: If the hammer price of an item is between \$1 and \$6, the commission for that item is a flat rate of \$2.00. When an item sells for \$6.00 and up to \$250, the commission becomes 35% since the \$2.00 minimum commission has been achieved. By signing this document, you agree to pay a commission fee to FAC based upon the schedule above applied to the hammer price of every item sold.

This commission includes our normal advertising via regular email marketing, and various online sources. It does not include extended advertising to local newspapers, additional online campaigns outside our mailing list or base customer following. Extended marketing efforts are available and should be discussed before entering into this agreement as it may affect the commission rate. Consignor is responsible for all shipping and moving costs associated in the arrival of their items at the auction house. Unsold property should be retrieved ASAP and is considered abandoned 14 days after the conclusion of the sale, unless arrangements have been made to retrieve them.

FAC will charge a buyers premium to the purchaser on top of the hammer price of each item sold. The premium will vary depending on the format of the auction but the current average is 12%.

## 3. Insurance:

You as the consignor are responsible for property insurance while your items are in FAC's possession. We do not offer property insurance. By signing this agreement, you release Fair Auction Company, LLC, its partners and auctioneers from liability for any damages caused by any event, including theft, negligence, accident, fire, water, wind or other acts of nature or God which may lead to the destruction or inability of any item to be sold at auction, and you release Fair Auction Company, LLC from any claims arising from any pre-sale estimate or monetary evaluation. FAC does not offer legally binding appraisals. We do however have a vast Sold Page, which we refer to often to demonstrate the past Fair Market Value of items we anticipate selling.

## 4. Auction Price Reserve:

A reserve price is the minimum price a seller is willing to accept for an item. Any reserve will include the auctioneer's commission, at the determined rate above. Items may be consigned with reserve under condition that the reserve is 1. Agreed to be viable by FAC and 2. Expressed in writing no later than the signing of this contract. For any item or items that do not sell above the set reserve price, the commission is the same as the sales commission, unless mutually agreed to by FAC and the consignor. Reserves MUST be indicated on the form on the reverse side (page 1) of this document in order to be applied. If an item does not reach its reserve, FAC is not required to attempt to re-sell the item, but may choose to if the logistics or benefit is such to do so.

Consignors are strictly prohibited from bidding on their own items at auction. Doing so may result in criminal action under Virginia State Law, being banned from bidding at FAC, and the withdrawing of consigned items from any current or future auction. FAC reserves the right to halt an auction in the event shill bidding is actively occurring.

## 5. Miscellaneous:

The consignment of the Property made under this Agreement may not be withdrawn by you for any reason whatsoever, but we reserve the right to withdraw the Property from the Sale at any time prior to a final call for bids on the Property. We reserve the right to catalog, describe and group the Property in the manner we see fit and to determine in our sole discretion the date or dates of an auction and the manner of conducting the Sale. You agree that we are not responsible for losses to you caused by errors in cataloging or describing the property.

## 6. Non-Payment:

We have advanced techniques to capture payment even in the common event a buyer is unable to attend a pickup day. Settlement of a sale may be deferred until any item has been paid for. In the unlikely but possible event of a total non-paying bidder, FAC reserves the right to keep any item, and attempt to resell it.

## 7. Settlement of Sale

Proceeds realized from the Sale will be applied in the following order: (1) to the payment of the auction commission, (2) to an offset, which you authorize, against amounts you owe for the Property and other property you purchase, (3) Buyer's Premium on any purchases and (4) other amounts due to us or any of our affiliated companies, including without limitation fees incurred in connection with the expertization or appraisal services. The net proceeds from the sale of the Property realized will be mailed to you within 30 banking days after the sale proceeds are collected. Consignor checks will be mailed via USPS unless otherwise agreed upon between FAC and the consignor in writing.

I have read and agree to the above terms:

\_\_\_\_\_ Date: \_\_\_\_\_ | \_\_\_\_\_ Date: \_\_\_\_\_

Consignor

Fair Auction Co. Representative