

Consignment Agreement

ANTIQUÉ HELPER, INC., a corporation duly organized and existing under the laws of the State of Indiana, (the "Company") and the **UNDERSIGNED** (the "Owner") (Company and Owner shall hereinafter be referred to as the "Parties" and each as "Party" with "we", "us", "our" or similar terms meaning Antique Helper, Inc. and any of its agents, and "you," "your," "Consignor" or similar terms meaning the Owner, Agent or other entity consigning Property) hereby enter into this Exclusive Consignment Agreement (this "Agreement") as of Effective Date(s) (as defined in Exhibit "A" attached hereto) as under the following terms:

1. **Agency;** The Owner appoints the Company as exclusive agent for Property, a description of which is attached hereto as Exhibit "A", consigned under this Agreement, for the purposes of sale at auction or private offering. The Owner hereby exclusively consigns to the Company, and the Company accepts on Consignment, the Property(s). Said exclusive consignment of the Property(s) to the Company shall last during the Term (as defined herein) of this Agreement and any extensions hereof. Additional Property may be included in this Agreement by adding the particular Property to Exhibit "A" attached hereto. Property may be accepted for consignment only by or by any person designated by either of them in writing as authorized to accept property hereunder. The Company may reject property at its sole discretion.
2. **The Auction;** In connection with any auction of Property under this Agreement, subject also to the Terms and Conditions of Sale printed in the catalog for the sale, the Company will have absolute discretion with respect to (i) consulting any expert whether before or after the sale, (ii) researching and verifying the provenance or authenticity of the Property either before or after the sale, (iii) grouping the Property into lots and providing catalog and other descriptions as appropriate, (iv) the date or dates of an auction, (v) the location or locations of the auction, (vi) the marketing and promotion of the sale, and (vii) the manner of conduct of the sale.
3. **Commission;** The Owner will pay the Company a selling commission on each lot of Property at the rate of 10% for \$5001 or more, 15% for \$1001 - \$5000, 20% for \$501 - \$1000, 25% for \$101 - \$500, 35% for \$51 - \$100, 45% for \$50 or less, based upon hammer price (the "Selling Commission") plus an Internet Listing Fee of \$10 per lot, when cataloged. Owner authorizes us to charge the buyer and retain for our account a commission on each lot sold (the "Buyer's Premium"). The Terms and Conditions of each auction will state the rate at which the Buyer's Premium will be assessed; such rate will be a percentage of the Hammer Price of each lot.
4. **Settlement;** On the Settlement Date(s) (as defined below), the Company will mail to you the sale proceeds we collect and receive, after deduction of our Selling Commission, Buyer's Premium and reimbursable expenses (such amount, the "Net Proceeds"), unless the purchaser has notified us of an intention to rescind the sale (as provided in Paragraph 10, below). We may also deduct and retain from the Net Sale Proceeds, in our sole discretion, any other amounts owed by you to us, whether arising out of the sale of the Property or otherwise. The Settlement Date will be the thirtieth (30th) day following the sale date for any Property sold, without hindrance, at auction.
We have no obligation to enforce payment by any purchaser, whether at law or in equity. If a purchaser fails to pay, and you and we do not agree on a course of action, we reserve the right to cancel the sale and return the Property to you or reoffer it under the terms of Paragraph 11.
5. **Reserves;** Unless otherwise agreed in writing by you and us before the sale, by listing a reserve price for each lot, a provisional reserve for each lot of the Property will be set at 50% of the published low estimate of any lot. However, we may in any case sell any lot of the Property at a price below the provisional reserve, provided that we pay you, in accordance with Paragraph 4 above, the Net Sale Proceeds to which you would have been entitled had the lot been sold at the reserve as determined under the schedule set forth in the preceding sentence.
You agree not to bid on the Property. We will bid on your behalf to protect the reserve. You shall not instruct or permit any other person to bid for the Property on your behalf. In the event that any lot of the Property does not reach its reserve or otherwise fails to sell (an "Unsold Lot"), we will close the bidding without any statement announcing the lot as "Sold." Property sold at an auction conducted without catalog representation is considered to be sold "Without Reserve."
6. **Warranties and Representations;** During the Term of this Agreement and within twelve months following the expiration of this Term or any renewal thereof, the Owner warrants and agrees not to encumber the Property(s) or transfer any interest whatsoever in and to the Property(s) except as contemplated by this Agreement. Furthermore, the Owner hereby warrants that, upon Owner's actual knowledge, as follows:
 - A. The Owner is the owner of the Property(s) and that the Owner has no knowledge of and/or reason to believe that Ownership of the Property is in question. There are no parties outside of this Agreement with a legal interest in the Property(s). There are no liens or encumbrances of any kind or nature whatsoever on the Property and that no consent other than the Owner's is necessary to sell the Property.
 - B. The Owner has no reason to believe that the Property is not authentic or is counterfeit. Unless otherwise disclosed in writing in Exhibit "B" attached hereto, Owner does not have constructive or actual knowledge of any defects, damage, repairs, authenticity concerns, prior attempts to sell the Property(s), or any other known impediments to the sale of the Property(s).
7. **Expenses;** You agree to bear the expenses of: (i) packing, shipping and other costs incurred in connection with the transit of Property to our premises; and (ii) any other service, including, but not limited to, presentation, restoration and tests of authentication, provided on your behalf and approved in advance by you; and (iii) insuring the Property against loss or damage while in our possession as defined in Paragraph 8.
8. **Insurance;** Item(s) in our possession are covered for loss by theft or fire, and in most cases, breakage. Unless, at the time of delivery of the Property to us, you provide us with a certificate of insurance with a waiver of subrogation in form acceptable to us, by executing this Agreement you authorize us to arrange insurance covering the risk of loss or damage to the Property for any amounts that may exceed \$10,000 per incident and \$345,000 in the aggregate. The premium for such insurance will be 1.5% per month of the amount of the reserve or listed value of each lot of the Property. In the event of a loss, the insurer will pay us the reserve or insured amount. We will then pay you, less in any case the Selling Commission and expenses due by this agreement, and such Property will then belong to the insurer.

9. **Withdrawal;** You may not withdraw any Property from sale after the date on which you sign this Agreement. Regardless of whether we have previously published a catalog including the Property or advertised its sale, we may withdraw any Property at any time before its sale if, in our sole discretion; (i) there is doubt as to the Property's authenticity or attribution, (ii) there is doubt as to the accuracy of any of your representations or warranties contained in this Agreement or elsewhere, or (iii) you have breached any provision of this Agreement. If we withdraw any Property under clause (ii) or (iii) of the preceding sentence, we may, in our discretion, charge you a fee equal to 10% of the low estimate for the withdrawn Property, as well as any out-of-pocket expenses incurred by us prior to the withdrawal and any special, incidental or consequential damages incurred by us as a result of your breach. In the event of any withdrawal of Property for any reason, the withdrawn Property will be returned to you at your expense, and you will be responsible for any expenses of packing, shipping and insurance incurred in connection with the return of the withdrawn Property.
10. **Rescission;** You authorize us to rescind the sale of any Property in accordance with the Terms and Conditions, or if we learn that the Property has been inaccurately described in the catalog or is a counterfeit, or if we otherwise determine in our sole judgment that the offering for sale of the Property has subjected, or may subject, us and/or you to any liability. You will remit to us, within ten (10) days following provision of notice to you, the Net Sale Proceeds paid in respect of the Returned Property, in addition to reimbursement of any other expenses incurred in connection with the sale or return of the Property. Upon our receipt of the Returned Property from the purchaser and the amount set forth in the preceding sentence from you, the Rescinded Sale Property will be returned to you.
11. **Unsold Property;** If any property is passed or unsold at auction, you authorize us, as your exclusive agent, for a period of one hundred eighty (180) days following the auction date, to sell any such Unsold Lot privately or at auction for a price that yields you Net Sale Proceeds no less than those to which you would otherwise have been entitled under Paragraphs 4 and 5 of this Agreement. In the event of a sale under the terms of this Paragraph, your obligations to us shall be the same as for Property sold at auction. We will notify you if the Property remains unsold. If such Unsold Property has not been reconsigned to us for future sale, it must be picked up within sixty (60) days following such notice or we may, without further notice, (i) return the Property at your expense, (ii) sell the Unsold Property at public auction without reserve at a place and time determined in our sole discretion, or (iii) transfer the Unsold Property to a third-party storage facility, at your expense. The proceeds of any sale made pursuant to clause (ii) in this paragraph shall first be applied by us toward the payment of any amounts owed by you to us.
12. **Legal Status;** You may authorize an agent who is not signing this agreement by listing their name here: _____ . If you are acting as an agent for someone who is not signing this Agreement, you and the principal are jointly and severally subject to the terms and conditions hereunder, to the same extent as though you were acting as principal.
13. **Promotion.** The Company shall use good faith and reasonable efforts reasonably calculated to promote the sale of the Property. The Company agrees to provide adequate display of the Property, and to undertake other promotional activities on the Owner's behalf.
14. **Miscellaneous;**
- A. **Survival of Terms.** Each of the covenants contained in this Agreement shall be binding upon and shall inure to the benefit of each of the respective Parties' assigns and successors-in-interest.
 - B. **Choice-of-Law and Forum Selection.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana. Any action regarding this Agreement must be commenced and maintained exclusively in a Court located in within the County of Hamilton or Marion within the State of Indiana and each Party consents to the jurisdiction and venue in the Courts of said State and County for the purpose of any such action.
 - C. **Authorization and Consent.** Each individual signing this Agreement warrants that they have proper authorization to execute this Agreement, either personally or on behalf of their respective entity, as applicable, and are of sound mind and legal age to sign this Agreement.
 - D. **Attorney Fees.** In the event that a lawsuit arises for breach of this Agreement and the Company shall prevail in said litigation, the Company shall be entitled to recover, in addition to all other applicable amounts pursuant hereto, at law or in equity, reasonable attorney fees.
 - E. **Liability.** Owner agrees to waive Antique Helper, Inc. of all liability for actions taken on their behalf.

In witness whereof, the Parties have executed this Agreement as of the ___ day of _____, 20__.

Owner Signature: _____

Printed Name: _____

Address: _____

City: _____ **State:** ___ **Zip:** _____ **Phone:** _____

Email: _____

By: _____ **Date** _____

ANTIQUÉ HELPER, INC., 2764 E. 55th Place Indianapolis, IN 46220

317-251-5635 phone

www.antiquehelper.com

fax 253-322-5430