

Willowview Auctions Ltd.

Consigner _____

Box 56, Beaverlodge, Alta. T0H-0C0

Cell: 780-814-4751, Email: willowauctions@xplornet.com

willowauctions@xplornet.com

Name fo Consigner:

Address:

Home Phone #

Cell Number:

Email:

Consigner Items:

#	Item(CD, Pin, Plate, Etc.)	Make & Model	Category	Reserve \$	Description (Condition, Damage, Color, Size, Etc.)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

ALL SUBMISSIONS ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE RESERVE OF THIS FORM
TERMS & CONDITIONS: PLEASE READ THE BACK AND SIGN

2. I hereby release the Auction, its managers, auctioneers, employees and representatives, from any and all liability, responsibility, obligations, claims, law suits or legal proceedings arising from the sale of the Consigned Items. If legal action is initiated against the Auction with respect to the sale of any of the Consigned Items, I agree to fully indemnify the Auction from and against such legal action, including legal fees and costs incurred by the Auction.

3. I agree to pay to the Auction the entry fee for each Consigned Item. I understand that all entry fees must accompany a signed copy of this Consignment Contract. Further, I agree to pay to the Auction a sales commission of 5% of 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 days of being notified of such deficit. Interest of % per month will be charged on any unpaid balance. A fee of \$ will be charged for each check in payment of such balance which is returned by my bank for any reason whatsoever.

4. 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 to the Auction the sum of \$ as liquidated damages in addition to the entry fee.

5. I understand and agree that the Auction will distribute the sale proceeds to me for each Consignment Item sold not earlier than banking days and not later than banking days from the date of the sale, provided that the purchaser of any Consignment Item has not stopped payment on their check or otherwise failed to pay for any such Consignment Item. I further agree that the Auction shall not be liable for the payment or collection of the purchase 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 purchase price, recovery of the Consignment Item and/or re-sale of the Consignment Item. I understand that 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.

6. I agree that the Auction shall not be required to remit to me the net proceeds of any sale which is the 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. The 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 a purchaser, the Auction may retain its fees and costs and may pay into Court the balance of any proceeds of sale in its possession, as well as any titles or papers with respect to 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 Auction's possession. Otherwise, I agree that I and the purchaser shall be jointly and severally liable for payment of such legal fees and costs upon demand.

7. 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 sale a second time or retain it as unsold.

8. I AGREE TO NOTIFY THE AUCTION OF ANY IRREGULARITIES OR DEFECTS OF ANY KIND IN ANY CONSIGNED ITEM PRIOR TO THE SALE and I hereby authorize the Auction, the auctioneer or announcer to announce such irregularities or defects before the Consigned Item is sold. I understand that all Consignment Items are sold AS IS.

9. 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.

10. The terms and conditions of sale as listed in the sale catalog are hereby incorporated by reference and made a part hereof as though fully set forth herein.

11. The Auction, its managers, auctioneers, employees and representatives shall not be held responsible for any accident, damage or loss of or to any Consigned Item by fire, theft or other circumstance outside of their reasonable control.

12. This contract shall be governed by and construed in accordance with the laws of .

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

Signature of Consignor

Date



