

A U T O G R A P H

U S A



Autograph USA • Consignment Agreement

Terms and Conditions

1. *Autograph USA, L.L.C (hereinafter referred to as Autograph USA) agrees to act as your agent in the sale of property listed on the auction consignment listing form. You are allowing us to sell your item(s) to the highest bidder in our monthly internet auction.*
2. *You guarantee legal title, or have been given the right to sell, all property or merchandise listed on the auction consignment listing form and also certify that these items are authentic to the best of your knowledge. If, in the sole opinion of Autograph USA, the authenticity and or its ownership of the consigned items come into question, you will indemnify both Autograph USA and the buyer of aforementioned material and hold them harmless. You shall reimburse Autograph USA for any legal expenses and costs that incur with defending any claim or action pertaining to ownership or authenticity. (Autograph USA reserves the right to disclose the identity of any consignee in the event of question of ownership/authenticity.) Should a sold item be returned to Autograph USA due to the questioning of proper ownership and/or doubtful authenticity (final decision of authenticity to be determined by sole discretion of Autograph USA) you agree to reimburse Autograph USA the proceeds you were previously paid for the sale of that particular item. The stipulation of reimbursement is without time limit.*

3. *The standard commission and fee structure for autographs consigned by Autograph USA are as follows:*

ANY SIGNATURE ACCOMPANIED WITH A CERTIFICATE OF AUTHENTICITY FROM AUTOGRAPH USA WILL BE CONSIGNED FOR FREE. (A \$15 processing fee per lot will still be applied.)

Signatures not meeting the aforementioned requirement:

10% of winning bid for all other items.

4. *Autograph USA reserves the right to offer special consignment terms specific to an individual item or seller. Such terms are confidential to Autograph USA and the aforementioned consignor. Special terms are non-transferable by consignor.*
5. *Autograph USA may, at their sole discretion, return an item deemed unacceptable for their monthly internet auction. Materials subject for disapproval for any reason. These reasons may include but not limited to: authenticity, condition, inventory duplication, past sales performance and/or incompatibility with their auction format. A minimum \$10 shipping/handling fee will be applied to any item/package returned.*
6. *Autograph USA retains the copyright to any photos and/ or descriptions of items on their website/catalogs/advertisements.*

bidding activity.



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- 7. The auction scheduling of material is at the sole discretion of Autograph USA. Accepted consignment material will be auctioned in a timely manner while adhering to Autograph USA's judgment relative to proper placement of items. If two unique signatures are accepted for consignment, sometimes, Autograph USA will place each item in separate auctions to achieve higher bidding activity.*
- 8. Each item placed in auction must have a minimum selling price (minimum bid) to either be determined or approved by Autograph USA. The minimum bid, for most auction lots, will be the lowest price the particular item will sell for.*
- 9. For certain lots, Autograph USA will allow a reasonable reserve to be put into place for that particular auction. Reserves are limited in use and will be assigned and approved on an individual basis by staff of Autograph USA. The reserve assigned to the individual lot will be the lowest price the item will sell for. Autograph USA's commission will be deducted from the price achieved while fulfilling reserve requirement. Autograph USA reserves the right to sell an item that has achieved a bid lower than its set reserve while committing to a consignor payoff that would be equivalent to the reserve being met.*
- 10. Under certain circumstances and appropriate to certain lot sizes/value, Autograph USA will issue a consignment cash advance (advance will be subject to minimum bid and overall estimated sales realization for items being consigned). Autograph USA uses sole discretion in determine whether or not a cash advance will be used and the amount the particular cash advance will be for. The amount of advanced cash issued will be deducted from final amount realized for particular lot. A month interest rate of 3% for advance may be charged.*
- 11. Unless prior arrangements are made, Autograph USA is not responsible for packages or items UNTIL they are in their possession. The consignee is responsible for insurance, (if they decide to use insurance), during shipping to our mailing address. Once in our possession, Autograph USA maintains insurance for each item received (equivalent to replacement, IE market value, of particular item. The value of item shall be determined by Autograph USA and will be based on past sales of similar items. (signature, condition, format and frame (if any) will be taken into consideration.) Autograph USA insures every item being shipped to winning bidder. In the unlikely event of theft, damage or total destruction of an item, Autograph USA will pay you the proceeds of insurance coverage for item*
- 12. Autograph USA reserves the right to offer consignment terms specific to the representation of an individual item or tailored to an overall consignment package. Such terms are confidential to Autograph USA and the consignor and are non-transferable by the consignor.*
- 13. It is the absolute right of Autograph USA, without liability or penalty to the consignor, to withdraw any or all of the consigned items at any time, and for any reason, prior to the auction's completion. If you withdraw any item subsequent to the signing of this Agreement, then Autograph USA shall be entitled to collect a fee from you in the amount of 30% of the minimum bid amount as reflected on the Auction Consignment Listing. Said payment shall be made within thirty (30) days. Otherwise, Autograph USA has the right to sell or auction said consigned item in order to pay the outstanding fee, and shall remit the remaining proceeds to you utilizing the standard payment time frame outlined within this Consignment Agreement.*
- 14. Neither you, nor anyone acting as your agent, may bid on the items you have tendered to Autograph USA. If you violate this provision of the Agreement, and have the highest bid on an item or lot, you will be subject to paying Autograph USA the bid, commission, and buyer's premium on the item or lot upon which you are the highest bidder. There are no exceptions to this provision. Unpaid charges will result in the subject item being sold or auctioned by Autograph USA in order to recover costs. Should there be proceeds in excess of the amount due to Autograph USA, that amount will be remitted to the consignor at the time of the next scheduled consignor payoff.*



