



Aardvark Antiques LLC dba

Four Seasons Auction Gallery
4316 Mundy Mill Road - Oakwood, GA 30566 - (678) 696-8757

Consignor # _____

Consignor Information

Name: _____

Address: _____

Phone: _____

Cell: _____

Email: _____

Terms and Agreement

1. The Auction House agrees to use its professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.
2. Auction is to be held at 4316 Mundy Mill Road, Oakwood, GA 30566 on _____ or _____, or at another date or location designated by the Auction House. If the scheduled auction is interrupted or postponed by weather, illness, technical issues, or other unforeseen circumstances, the lots may be offered at an appropriate time before or after the original date. **At the Auction House's discretion, any unsold item may be included in a subsequent auction or returned/made available for return to the Consignor.**
3. Items received in bulk may be sorted and lotted individually or in groups at the Auction House's discretion. Items will be placed in an appropriate auction and may be scheduled with other similar property. **All items received at one time may not be offered in the same auction.** A consignment settlement will be issued for each auction in which a Consignor's property is sold. The Consignor is responsible for accurately identifying all property delivered for consignment.
4. Unless otherwise agreed in writing, listed property may be sold to the highest bidder. The Auction House may deduct the agreed Auction House fee and any additional agreed charges from the gross sales proceeds. Gross sales proceeds means the final hammer price shown in the Auction House's clerking records, excluding buyer's premium unless otherwise stated.
5. The Auction House shall be entitled to the full agreed commission of 25% and applicable buyer's premium on any item withdrawn by the Consignor after execution of this agreement, privately sold after the date of this agreement, or not sold because a reserve established by the Consignor is not met. For purposes of calculating the amount due, value may be determined by the **Auction House**, by the agreed reserve price, or, in the event of a dispute, by two independent recognized appraisers at the Consignor's expense, subject to a minimum charge of \$25.00 per item. _____ **INITIAL**
6. The Auction House will provide the Consignor with net proceeds and prices realized **no sooner than three (3) weeks after the auction**, excluding holidays, to allow for bookkeeping, bidder payment, and settlement. Under special circumstances settlement may require up to 30 days. No item is considered finally sold until Four Seasons Auction Gallery has received payment in full from the winning bidder. _____ **INITIAL**
7. All settlement checks are sent by regular postal service unless otherwise arranged. If the Consignor's mailing address changes before settlement, the Consignor must provide the Auction House with the updated address in writing. _____ **INITIAL**
8. The Consignor agrees that the Auction House's commission, fees, charges, and expenses incurred in conducting the auction shall be paid first from sale proceeds before payment or satisfaction of any liens, encumbrances, or other claims.
9. **The Auction House** and its staff reserve the right to bid on items on behalf of the Consignor, for the Auction House, or for business or personal reasons, where permitted by applicable law and disclosed as required.

10. The Consignor represents and warrants that the Consignor has good and marketable title to the consigned property, has full authority to sell it, and that the property is free of undisclosed liens, claims, or encumbrances. The Consignor agrees to provide clear and marketable title to any sold lot requiring title. Any costs or legal expenses arising from title, ownership, authenticity representations made by the Consignor, liens, or other claims relating to the consigned property shall be the Consignor's responsibility and may be deducted from proceeds.
11. The Consignor is responsible for maintaining appropriate insurance on consigned property against fire, theft, breakage, casualty, and other loss until the property is sold and paid for, returned to the Consignor, or otherwise disposed of under this agreement. The Auction House does not provide insurance for the Consignor's property unless expressly agreed in writing.
12. The Auction House may charge a buyer's premium, which will be retained by the Auction House to offset operating, marketing, platform, and auction expenses.
13. In the event of the Consignor's death, settlement proceeds will be paid to the Consignor's estate or other legally authorized recipient upon receipt of documentation reasonably required by the Auction House.
14. Any reasonable attorneys' fees, court costs, collection costs, or other legal expenses incurred by Four Seasons Auction Gallery because of the Consignor's actions, breach of this agreement, ownership or title claims, representations regarding consigned property, or other claims attributable to the Consignor shall be the responsibility of the Consignor and may be deducted from proceeds to the extent permitted by law.
15. A Consignor who has purchased property from Four Seasons Auction Gallery must pay all outstanding purchase balances before receiving proceeds from auction consignments. The Auction House may offset amounts due against consignment proceeds.
16. **All unsold items that are not scheduled by the Auction House for a subsequent sale must be picked up by the Consignor within thirty (30) days of the applicable auction date or notice that the property will not be reoffered.** Property not picked up within that period may, at the Auction House's discretion and without further obligation to the Consignor, be disposed of, donated, resold, or otherwise removed. Any related storage, handling, transportation, or disposal costs may be charged to the Consignor.
17. Auctions conducted on site at the Consignor's location require the Consignor, at the Consignor's expense, to provide reasonable access to electricity, restroom facilities, and reliable high-speed internet or other communications service when required for online bidding or auction operations.
18. **LIMITATION OF LIABILITY; INDEMNIFICATION.** To the fullest extent permitted by law, the Consignor assumes the risk of loss, damage, theft, casualty, handling, storage, transportation, display, or other loss involving consigned property. Aardvark Antiques LLC dba Four Seasons Auction Gallery, its owner(s), officers, employees, agents, and representatives shall not be liable for such loss or for claims arising from the consigned property, except to the extent liability cannot lawfully be waived. The Consignor agrees to indemnify, defend, and hold harmless the Auction House and its owner(s), officers, employees, agents, and representatives from claims, demands, liabilities, damages, and reasonable attorneys' fees and costs arising from the Consignor's breach of this agreement, title or ownership disputes, liens, misrepresentations, or third-party claims relating to the consigned property.

19. Special Terms:

Auction House Fee: _____ **Additional Fees:** _____

I have read, understand, and agree to all terms of this contract.

Consignor Signature

Date

Auction Agent Signature

Date

Charles Pharr, Owner - Four Seasons Auction Gallery