

# CONSIGNMENT AGREEMENT



This agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between the party whose name appears in the space to the left of this paragraph ("CONSIGNOR") and Blue Diamond of Texas, LLC ("BDT").

CONSIGNOR has provided a court order, probated will, and/or power of attorney as proof of the right to act on behalf of the estate of, or the guardianship of, \_\_\_\_\_.

CONSIGNOR hereby offers, and BDT hereby accepts, certain property listed below ("ITEM" or "ITEMS") to be offered for sale by BDT. Descriptions of ITEMS are provided by CONSIGNOR and shall not be binding on BDT:

ITEM(S)  separate inventory list attached

- |         |   |   |
|---------|---|---|
| 1 _____ | <input type="checkbox"/> RC (reserve: \$ _____) | <input type="checkbox"/> AC (reserve: \$ _____) |
| 2 _____ | <input type="checkbox"/> RC (reserve: \$ _____) | <input type="checkbox"/> AC (reserve: \$ _____) |
| 3 _____ | <input type="checkbox"/> RC (reserve: \$ _____) | <input type="checkbox"/> AC (reserve: \$ _____) |
| 4 _____ | <input type="checkbox"/> RC (reserve: \$ _____) | <input type="checkbox"/> AC (reserve: \$ _____) |
| 5 _____ | <input type="checkbox"/> RC (reserve: \$ _____) | <input type="checkbox"/> AC (reserve: \$ _____) |

BDT reserves the right to combine ITEMS into lots at its sole discretion.

"RC" means "Retail Consignment", and "AC" means "Auction Consignment": CONSIGNOR may choose RC or AC or both. A RETAIL CONSIGNMENT shall be sold at any price determined by BDT and an AUCTION CONSIGNMENT shall be sold to the highest bidder, unless a reserve price is agreed upon between CONSIGNOR and BDT in this agreement. "Reserve price" means the minimum net price for an ITEM acceptable to CONSIGNOR after all commissions. Whenever a reserve price is indicated, a reserve fee of the greater of 3% of the reserve price or \$25 shall be charged for each ITEM that fails to reach its reserve price and is returned to CONSIGNOR. Whenever CONSIGNOR chooses both RC and AC, RC shall convert to AC at any time of BDT's choosing. "Auction" may be any auction of BDT's choosing. CONSIGNOR may bid on CONSIGNOR'S own ITEM at auction subject to BDT's regular auction terms and conditions. BDT auctions may be viewed at [www.BlueDiamondTexas.com](http://www.BlueDiamondTexas.com).

CONSIGNOR authorizes BDT to deduct commission of 30% from the sale price of each ITEM before remittance of balance, provided that the net remittance to CONSIGNOR for any ITEM sold shall not be less than the reserve price (if any) for that ITEM. BDT shall also deduct accrued reserve fees for unsold ITEMS (if any) before remittance of balance. BDT shall post payment of said balance to CONSIGNOR by U.S. mail for ITEMS sold no later than 7 days after BDT'S receipt of good funds for all ITEMS in this consignment. Any buyer's premium(s) collected shall be the sole property of BDT.

In addition, CONSIGNOR authorizes BDT to deduct the following fees:  NONE  \_\_\_\_\_ \$ \_\_\_\_\_

Either party may terminate this agreement in writing as it pertains to any ITEM for any reason prior to the sale of that ITEM, except that no ITEM consigned for AUCTION may be withdrawn by CONSIGNOR unless that ITEM first fails to sell at an AUCTION conducted or commissioned by BDT, or CONSIGNOR first pays BDT a withdrawal fee equal to full commission based on the reserve price of each ITEM withdrawn, or \$100 per ITEM withdrawn, whichever is greater.

In the event that an ITEM is not sold, CONSIGNOR must claim that ITEM in person within 7 days following notification by BDT unless an alternate arrangement is made. BDT shall not be responsible for unsold ITEMS not claimed within 7 days of said notification.

CONSIGNOR is of legal age and competency to enter into this agreement, and agrees to provide merchantable title to any ITEM sold whenever required by BDT. CONSIGNOR has good title and rights to sell ITEMS, and ITEMS are free from encumbrances and liens. CONSIGNOR agrees to indemnify, defend, and hold harmless BDT, its owners, employees and agents from and against any loss, expense, liability, damage and/or claim (including reasonable attorneys' fees) made by or brought on behalf of any party in regard to any aspect of ITEM(S). In any claim against BDT in regard to any aspect of ITEM(S), BDT's liability shall be limited to forfeiture of its earned commission only.

This agreement constitutes the entire agreement between these parties pertaining to this matter. No verbal statement made by either party is binding. No modification of this agreement may be made unless made in writing and signed by both parties.

**AGREED THIS DAY BY OUR SIGNATURES BELOW:**

CORRECT ADDRESS?

**CONSIGNOR** All information herein is true and complete.

**BDT**

(signature) \_\_\_\_\_

(signature) \_\_\_\_\_

print name \_\_\_\_\_

Blue Diamond of Texas, LLC  
2602 North Loop 1604 W, Suite 102  
San Antonio, TX 78248

telephone \_\_\_\_\_

(210) 592-8786