

# VINTAGE & NEW

CONTRACT

A DIVISION OF PACIFIC GALLERIES  
241 South Lander Street, Seattle, WA 98134 • Tel: 206.292.3999 • Fax: 206.448.9677 • www.PacGal.com

## CONSIGNMENT AGREEMENT

1. **CONSIGNMENT:** Consignor hereby consigns to Vintage & New the receipted property, which will be offered for sale via retail and Internet. This agreement covers items receipted for, on, before or after this date.
2. **CERTAIN WARRANTIES:** You represent and warrant you are (of if you are acting as agent, your principle is) the sole and absolute owner(s), free and clear, of the property consigned. If Consignor is acting as an agent for an undisclosed principle, Consignor and the principle, jointly and severally, assume all of the obligations herein to the same extent as if Consignor were acting as principle.  
You warrant that the property consigned is not now the subject of any other consignment agreement, or listed with any broker for sale, or subject to any claim for commission or finder's fee in the event of sale.
3. **COMMISSIONS:** For services rendered, Vintage & New will retain from the Consignor a commission on the sale of property delivered to Vintage & New in the amount of:

**General Public \***

**Pacific Galleries Mall Dealers \***

45% if accumulated monthly sales are less than \$499  
 35% if accumulated monthly sales are up to \$10,000  
 25% if accumulated monthly sales are above \$10,000

40% if accumulated monthly sales is less than \$499  
 30% if accumulated monthly sales is \$500-\$1,000  
 20% if accumulated monthly sales is \$1,000 or greater

\* There is the option to offer items in the Vintage & New retail space for an agreed upon period of time; if unsold, items can then be offered at auction to the highest bidder in compliance with the terms of the Pacific Galleries Auction House consignment agreement.

**I hereby authorize** Pacific Galleries to offer unsold Vintage & New items at auction under the terms of the Pacific Galleries consignment agreement after \_\_\_\_\_ months. \_\_\_\_\_ [Initial here.]

4. **DISCOUNTS:** Consignor further authorizes **Vintage & New to sell any property at a discount at a rate of 10% every full month after consigning until property is sold:**
  - a. After one full month, property will be discounted by 10%
  - b. After two full months, property will be discounted by 20%
  - c. After three full months, property will be discounted by 30%
  - d. After four full months, property will be discounted by 40%
  - e. After five full months, property will be discounted by 50%
  - f. After six full months, property will be discounted by 60%
  - g. After seven full months, property will be discounted by 70%
  - h. After eight full months, property will be discounted by 80%
  - i. At nine months, unsold property will be purchased by Vintage & New at 10% of the original retail price

Consignor \_\_\_\_\_ Consignee \_\_\_\_\_ Dated \_\_\_\_\_  
VINTAGE & NEW AUTHORIZED SIGNATURE

Consignor hereby acknowledges by its signature, that the election not to purchase insurance on its Property shall mean that Consignor shall have no right to assert any claims under any policies of insurance or coverage of Consignee.

Name:		
Address:		
City:	State:	Zip:
Phone #:	Phone #:	
Email:		

**More on back...**

Updated 05.03.2011

5. PAYMENT OF PROPERTY: Vintage & New agrees to pay Consignor fifteen (15) calendar days following the end of the month of sale, after deducting its commission. Vintage & New may further deduct any expenses incurred on behalf of the Consignor with Consignor 's consent.
6. LIMITS OF LIABILITY: The liability of Vintage & New to Consigner, resulting from loss of or damage to any property, shall not exceed the Consignor 's asking price less discount allowed and commission that would apply had the property sold. Vintage & New undertakes to exercise reasonable care in handling property, but shall not be responsible for any damage to any property caused by climatic or atmospheric conditions, nor pre-existing defects, nor shall it be responsible for any damage to frames or glass in frames.
7. PRICING: Consigned items to be priced by Vintage & New, any items priced by Consignor will be subject to the prior approval of Vintage & New.
8. WITHDRAWAL: No property may be withdrawn after receipt thereof without Consignee's consent. In the event that Consignee consents to such a withdrawal, **the property may be withdrawn upon payment of 20% of the original retail price.** Consignee reserves the right to withdraw any property at any time before the actual sale if in the judgment of the Consignee: (1) there is doubt as to its attribution or to its authenticity; (2) Consignor's representations concerning it are inaccurate in any respect; (3) Consignor has breached, or is about to breach, any provision of this Agreement; or, (4) for other just cause.
9. Consignee hereby formally declares its warehouseman's lien and reserves the right to assert any and all rights thereto, pursuant to the provisions of RCW 62A.7-209 and 210.
10. RESCISSION OF SALE, HOLD HARMLESS: Vintage & New as Consignor 's agent is authorized to accept the return and rescind the sale of any property at any time if Vintage & New, in its sole judgment, determines that offering for sale of the property may subject Vintage & New and/or Consignor to any liability under the laws of the State of Washington, including any liability under warranty of authorship, period, culture, source or origin. In such event, Vintage & New is further authorized to refund or credit the purchaser for the purchase price of such returned property and if Vintage & New has already remitted to the Consignor any proceeds of the rescinded sale, the Consignor agrees to pay Vintage & New on request an amount equal to the remitted proceeds. Vintage & New will return the property to the Consignor provided its indebtedness to Vintage & New, if any, is paid in full. The Consignor further agrees to indemnify Vintage & New and hold harmless from and against any and all claims, loss, liabilities and expenses (including reasonable attorney's and expert-witness fees) relating to the claims of purchaser or persons for purchase, or relating to the other claims to the property and arising out of or resulting from Vintage & New offering for sale or selling any of the property consigned hereunder, whether or not it has been returned to Vintage & New.
11. MISCELLANEOUS: This agreement constitutes the entire agreement between Vintage & New and the Consignor and all prior negotiations, representations, contracts or agreements between the parties are hereby cancelled. No modification or amendment of this agreement shall be binding upon Vintage & New or Consigner, unless the same is in writing and executed by a duly authorized office of Vintage & New and the Consigner. Any notice given hereunder shall be in writing to the address of the Consignor and any such notice shall be deemed to have been delivered upon mailing.

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