



5150 Mills Industrial Parkway, North Ridgeville, OH 44039
sales@prosellersinc.com (800) 882-9199 www.prosellersinc.com

___/___, 2017

Client Name: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Consignment Agreement

Terms and Conditions

1. **Services We Will Provide.** We agree to provide the following services:

Organization: We will organize, arrange and display all items to be sold. We will store items in our warehouse location in North Ridgeville Ohio until all items have been sold or there is an agreement with the client and Pro Sellers Inc to retrieve an item.

Pricing: We will evaluate all items to be sold and will attempt to sell them in various venues that are available to us. When an item sells, we will provide the shipping and handling to ship your item to its buyer. If we believe there are items of value that are not within our area of expertise, we may choose to engage an outside appraiser having the necessary expertise, at our expense. We welcome your input regarding the value of specific items; however, given our substantial experience in this area, we reserve the right to make all final pricing decisions.

IMPORTANT: If you have any item or items that has any sentimental value, family heirloom etc that you must get a certain amount for please let us know immediately so we can discuss the perceived value with you. A "reserve" can be put on a given item.

Conduct of Consignment: We will conduct the consignment in a professional and efficient manner. Monthly statements of your account will be emailed to you with the e-mail address you have provided. If any of your items sell during the month, you will receive a paper summary of your account detailing which items have sold along with a check for the amount of the items that have sold.

We will conduct the consignment with two objectives:

- A. To sell every available item; and
- B. To maximize the proceeds from the sale.

During the course of the consignment, we may negotiate prices with customers and accept bids as we consider appropriate in order to achieve the two objectives stated above. However, you may establish minimum prices for a small number of items, if desired. Please provide us a list of the minimums established for those items.

On the third or fourth month of the consignment, we will reduce the prices of the items being sold, except on specific items which minimums have been established.

Disposal of Unsold Items: There may be unsold items during the course of the consignment. We will gladly suggest names of charities, liquidators, or other possible methods of removing the items that will not sell or are no longer wanted by you.

Records, Recipients and Payments: As stated above, a check and a summary of the items sold during the month will be sent to you via mail so you may be made aware of the items that have sold and still need to be sold under our possession. Summaries, statements and payments are normally sent out during the first week of the next month that the summary is for. In some cases this may be delayed, if you do not receive a summary from a representative of Pro sellers Inc in over a month, please feel free to call the office and inquire about your statement. We also provide you with your listings status and information on what has sold. This will also show the amount your item(s) are valued at.

2. **Fees and Expenses.** We agree to provide the following services:

Our fee for providing the services discussed above is 50 % of gross sale proceeds after deducting actual shipping cost. Our commission is payable on all items we have been sold.

30%	\$10,001+	35%	\$5,001 - \$10,000	45%	\$2,001 - \$5,000	50%	\$0 - \$2,000
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Fee Scale: Based on the sale price of an item or collection.

Additional Fees and Expenses: If an item requires extraordinary services during the consignment period, we will perform specified work with your prior permission and cost to be deducted from your proceeds. Any item pulled from our listings will be assessed a fee of \$20. (when you may want an item that did get researched and listed, to offset our costs)

3. **Termination of this Agreement:** This agreement may be terminated by either party for any reason at any time prior or during the duration of the consignment. If we terminate the agreement, we will not be entitled to any compensation unless you have agreed otherwise. If you terminate the agreement, you agree to arrange pickup of your items from our North Ridgeville warehouse within 30 days of notice of termination.
4. **Property and Casualty Insurance:** Because the sale is taking place on your premises, we are relying on you to have in place ordinary property and casualty insurance, and we cannot be responsible for any injuries or other harm occurring in connection with the sale. In the unlikely event someone is injured and notifies us of a potential claim, we will refer them to you, and would expect you to refer them to your insurance carrier. You agree to indemnify us against any claims, damages or liability (including reasonable attorney's fees) as a result of an injury or other harm suffered by any person and stemming from the sale, whether arising before, during or after the sale.

Our business is built on referrals. Accordingly, it is important to us that you be happy with our service. Above all, we recognize that in entrusting your consignment to us, you are relying on our honesty and integrity. We have always operated, and will always operate, with the highest standards of honesty and integrity.

If you ever have any questions or concerns in that regard, please let us know. We have found that in almost all cases, potential problems can be avoided if we simply communicate with each other.

In addition, we recognize that every consignment is different, and we will make every effort to be flexible, to be fair, reasonable and understanding, and to work within your schedule.

If this letter correctly reflects your understanding of our arrangement, please sign both copies of the letter in the space provided and return one copy to us. We appreciate this opportunity to serve you, and we look forward to a productive consignment!

X _____ Dated _____

Pro Sellers Client

x _____ Dated _____

Pro Sellers Incorporated Agent Signature

PRO SELLERS INCORPORATED

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