

AUCTION CONSIGNMENT CONTRACT

Name: _____
Address: _____

Email: _____ Phone: _____

SCHEDULE OF CONSIGNED PROPERTY

STATUTORY DECLARATION

To wit: I, _____ of the city of _____ in the province of _____

DO SOLEMNLY DECLARE THAT:

1. The personal information I provided for the purposes of this contract is true and correct.
2. I am the owner / agent of the Property listed in the Schedule of Consigned Property.
3. The said Property is not subject to any mortgage, charge, lien or encumbrance.
4. I have listed the said Property with Hall's Auction Services Ltd. of the city of Calgary, in the province of Alberta, and that this declaration is furnished to them pursuant to the provisions of the "Consumer Protection Act, Part 12".
5. I have read and agree to the Terms and Conditions of Consignment outlined in this Contract.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as is made under oath by virtue of the Canadian Evidence Act.

DECLARED BEFORE ME

in the city of _____
in the province of _____
on this _____ day of _____, 20____.

A Commissioner for Oaths in the Province of Alberta

Commission Expires: _____

(office use only)

Signature

Date:

TERMS AND CONDITIONS OF CONSIGNMENT

1. AUCTION CONSIGNMENT:

The Consignor appoints Hall's Auction Services Ltd. (Halls) to act as selling agent of the Property listed on the Schedule of Consigned Property. Halls retains discretion as to (a) auction dates, and (b) the manner of conducting the sale. The Consignor may not bid on the Property, nor employ someone to bid on the Property.

2. REPRESENTATIONS, WARRANTIES AND INDEMNITY:

The Consignor declares having the right to sell the Property, and warrants that the Property will be kept free of all liens, claims and encumbrances through the successful completion of sale. The Consignor agrees to indemnify Halls from any and all claims, actions, damages, losses, liabilities and expenses relating to the breach or alleged breach of any of the Consignor's agreements, representations or warranties.

3. COMMISSIONS:

Halls will retain the following commission (calculated upon the hammer price):

- 30% on each lot sold up to \$1500 (minimum commission of \$25 per lot);
- 20% on each lot sold above \$1500.

4. CATALOGUE DESCRIPTIONS / ESTIMATES:

Halls retains discretion as to (a) catalogue descriptions, (b) auction estimates, and (c) consulting any expert. The estimate range, if any, is provided as a guide for prospective bidders and does not constitute a guarantee or prediction of selling price.

5. START BIDS / RESERVES:

In-house reserves (start bids) are set and implemented at Halls' discretion based on market factors (no unsold fees apply). Halls and the Consignor may agree upon an alternate formal reserve, in writing (subject to a 10% reserve fee if unsold). Halls may sell below the formal reserve, provided that the Consignor is paid the minimum proceeds that would have been payable at the reserve level. Reserves are exclusive of selling commissions and any reimbursable expenses. No reserve may be set above the low estimate.

6. WITHDRAWAL:

The Consignor may not withdraw any Property after this Auction Consignment Contract is signed. If this condition is violated, the Consignor agrees to pay Halls a withdrawal fee, equal to the commission that would have been due at the low estimate, and any incurred expenses. Halls reserves the right to withdraw any Property at its sole discretion, in which case the Consignor will not be charged a withdrawal fee.

7. INSURANCE:

Halls will maintain insurance on the Property while in our possession, until a valid sale has been completed. The value for insurance will be set at the low estimate. The Consignor will be charged an insurance fee calculated at 1% of the hammer price.

8. SETTLEMENT / RESCISSION:

Halls will mail the Consignor the net proceeds for sold Property no later than 21 days following the auction. Net proceeds are defined as: hammer price less selling commissions and reimbursable expenses (if any). Halls reserves the right to rescind the sale of any Property, in accordance with the published conditions of sale, if (a) the Property is determined to be a counterfeit or forgery, or (b) the purchaser does not complete the transaction.

9. UNSOLD PROPERTY:

Halls will notify the Consignor of any unsold Property requesting either (a) the removal of unsold Property within one week of notice, or (b) the Consignor's agreement to re-offer the Property at a reduced estimate and start price.

Property not being re-offered and not removed as per 9(a), is subject to a storage fee of \$2 per item per day. Property being re-offered as per 9(b) is not subject to storage fees. Property remaining with Halls 120 days after request for removal as per 9(a), will be considered abandoned and title shall pass to Halls without additional notice.

10. MISCELLANEOUS:

This agreement shall be administered in accordance with the laws of the Province of Alberta and any dispute will be submitted to the exclusive jurisdiction of the provincial courts and the federal courts sitting in the Province of Alberta. This agreement shall be binding upon the Consignor's heirs, executors, beneficiaries, successors and assigns. If any provisions of this Consignment Contract should be deemed invalid or unenforceable, the balance shall remain in full force and effect.