



MINTPRODUCTS AUCTIONS CONSIGNMENT AGREEMENT

1. MintProducts Auctions agrees to act as your agent in the sale of the property listed on the Auction Consignment Listing. A listing of your lots and copy of our catalog (if a live auction) will be mailed or emailed to you prior to the auction. You commission us to sell your items to the highest bidder in our auction scheduled for:
2. You certify that you are the owner, have good title to, or have been given the right to sell these items, and that they are authentic to the best of your knowledge. If, in the sole opinion of MintProducts Auctions, authenticity of the consigned material and/or its ownership is unclear or in dispute, you will indemnify both MintProducts Auctions and the buyer of said material and hold them harmless.
3. At the sole discretion of MintProducts Auctions, consigned items may be grouped and categorized into group lots and then cataloged and described as such allowing MintProducts Auctions to conduct the auction as it deems appropriate. MintProducts Auctions retains the copyright to any photos and/or descriptions of the items in catalogs or advertisements.
4. MintProducts Auctions will allow the use of a reasonable, confidential reserve for certain lots. Reserves are limited in use and are considered/approved on an individual lot basis. The reserve assigned to a lot is the lowest bid that must be achieved for a lot to be awarded to a bidder. MintProducts Auctions consignment commission will be deducted from the final bid. MintProducts Auctions reserves the right to sell a lot that has achieved a bid less than the assigned reserve while committing to a consignor payoff that would be equivalent to the reserve having been met.
5. The assessing of a buy-back fee is considered/approved on a per-item basis.
6. MintProducts Auctions maintains insurance for items, once in our possession, equivalent to the replacement (market) value of the item. This value is to be determined by MintProducts Auctions based on actual selling prices achieved for similar items. MintProducts Auctions also insures all items during shipping to winning bidders.
7. MintProducts Auctions reserves the right to offer consignment terms specific to the representation of an individual item or tailored to an overall consignment package. Such terms are confidential to MintProducts Auctions and the consignor and are non-transferable by the consignor.
8. It is the absolute right of MintProducts Auctions, without liability or penalty to the consignor, to withdraw any or all the consigned items at any time, and for any reason, prior to the auction's completion. If you withdraw any item subsequent to the signing of this Agreement, then MintProducts Auctions shall be entitled to collect a fee from you in the amount of 20% of the value of the withdrawn items.
9. Neither you, nor anyone acting as your agent, may bid on the items you have tendered to MintProducts Auctions. If you violate this provision of the Agreement and have the highest bid on an item or lot, you will be subject to paying MintProducts Auctions the bid, commission, and buyer's premium on the item or lot upon which you are the highest bidder.
10. Providing MintProducts Auctions has received payment from the buyer you will be paid within forty (30) days after the closing date of the auction in which your item(s) sell.
11. For our services, you agree to pay us an auction commission (the "Auction Commission") equal to _____ of the aggregate amount of the proceeds realized from the sale of the property. If the amount shown is a negative number, you will receive that amount over the proceeds realized. The proceeds realized is based on and defined as the hammer price for each lot sold.
12. This agreement is governed by the laws of the State of New Hampshire. Both parties agree that to the extent any court action must be taken by either party resulting from the consignment of any goods that said action will be brought in a court of competent jurisdiction within the State of New Hampshire.

IMPORTANT: By signing this agreement you are agreeing to all terms contained herein. Your signature on this agreement is also required for replacement value insurance to be in effect while your items are in MintProducts Auction's possession.

Consignor: Print Name _____ Signature _____ Date _____

Address _____

MintProducts Auctions Representative _____ Date _____

Thank you for consigning to MintProducts Auctions - P.O. Box 7234, Milford, NH 03055 – PH 603-945-1792 Email Jeff@mintproductsauctions.com