



# HOUSE OF CRAVEN AUCTION CONSIGNMENT AGREEMENT

HOUSE OF CRAVEN

This Consignment or Seller Agreement (this “Agreement”) is made effective as of \_\_\_\_\_ (Date) between House of Craven and the following Consignor or Seller:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The parties agree as follows:

**I. RIGHT TO SELL.** \_\_\_\_\_ (“Consignor” or “Seller”) owns the “Property” consigned for auction with the House of Craven (*See* Consignment List, Page 4). By this Agreement, the Consignor grants House of Craven an exclusive right to sell the Property under the terms of this Agreement. The Consignor agrees to deliver to House of Craven, on consignment, the Property. House of Craven agrees to devote his or her best efforts to the sale of the Property (*See* Consignment List, Page 4). All sales prices and terms of sale shall be determined by House of Craven.

- The Auction Consignment Agreement covers all items accepted by House of Craven for sale and identified in the attached list (*See* Consignment List, Page 4).
- The Seller further warrants and represents to the House of Craven that: (a) the Seller’s title to the Property, real and personal, is marketable, insurable and free of any and all liens and encumbrances; (b) the Seller has full power, right and authority to enter into this Agreement and convey title to the Property, both real and personal; and (c) the Seller authorizes House of Craven to perform all actions necessary to market and sell the Property listed hereunder and to conduct an Auction. The Consignor has also read the Terms and Conditions available on the website: [www.houseofcraven.com](http://www.houseofcraven.com) or requested a digital copy via email: [craven@houseofcraven.com](mailto:craven@houseofcraven.com).
- House of Craven shall have complete discretion as to: (1) the place and date of the sale and the manner in which the sale is conducted; (2) the description of the items in its catalogs; (3) obtaining the view of any expert; and, (4) the combination, or division, of the items into several lots as deemed appropriate for sale.
- Any appraisal, estimate or statement of House of Craven, or its representatives, concerning the value of any item is a statement of opinion only and may not be relied upon as a prediction of the actual selling price.
- Any pre-sale auction offers received by the House of Craven in connection with the Property will be submitted to the Seller for Seller’s acceptance or rejection, as Seller may determine with the Seller’s sole discretion; and any pre-auction sales resulting therefrom will be treated similarly to a Property sold at Auction in terms of applicable compensation payable to the House of Crave hereunder.
- If there is no reserve price, or the reserve has been met, the auction may be considered an offer accepted by the highest bidder. Unless otherwise noted in this agreement, the Seller hereby agrees that the Property shall be Auctioned “absolute, without reserve,” so that the Seller shall be deemed to have accepted the highest bid, without limiting condition as to the amount of the high bid or other offer of the Buyer.
- The commission retained by House of Craven will be twenty percent (20.0%) of the final hammer price unless otherwise agreed upon and stipulated on the attached list.
- All items will be offered without reserve unless otherwise agreed upon and stipulated on the attached list.
- Items are considered unsold if the starting price as stipulated on the attached list is not met.
- Items are considered unsold if payment is not received from the high bidder.

- Unsold items must be picked up within fourteen (14) days of the conclusion of the auction, unless they are re-consigned for a future sale by mutual agreement.
- The consignor is responsible for contacting House of Craven with any changes of address, phone, email, etc.
- Consignment checks along with a detailed accounting of the auction results will be processed and mailed within thirty (30) days of the conclusion of an auction.
- Unclaimed consignment checks are void after ninety (90) days.

**II. PROCEEDS OF SALES.** House of Craven will pay to Consignor a portion of the sales proceeds which shall be calculated as follows: twenty percent (20.0%) of the proceeds from the final hammer price of the sale of the property. The amount determined in the previous sentence shall be paid to the Consignor. With each net proceeds payment, House of Craven will submit to the Consignor a written report that sets forth the calculation of the amount of the net proceeds payment and the extent of the current inventory.

**III. RECORDS.** House of Craven shall keep accurate records regarding the quantities of the items that are sold. The Consignor shall have the right to inspect such records from time to time after providing reasonable notice of such intent to House of Craven.

**IV. TITLE TO MERCHANDISE.** Consigned merchandise shall remain the property of House of Craven until sold.

**V. LOSS AND INSURANCE.** House of Craven shall be responsible for all shortages, loss, or damage, while the merchandise is under the control of House of Craven. House of Craven shall maintain insurance in adequate amounts to pay for the replacement of the merchandise in the event of such shortages, loss, or damage.

**VI. PAYROLL TAXES.** House of Craven shall be exclusively liable for and shall indemnify the Consignor against such liability for, all employee payroll taxes and insurance arising out of wages payable to persons employed by House of Craven in connection with the performance of this Agreement.

**VII. DEFAULTS.** If House of Craven fails to abide by the obligations of this Agreement, including the obligation to remit the consignment payment to the Consignor within thirty (30) days of the Auction), the Consignor shall have the option to cancel this Agreement by providing 10 days written notice to House of Craven. House of Craven shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default if such corrective action is taken before the end of the period stated in the previous sentence, and if there are no other defaults during such period. With respect to a Consignor's withdrawal of the Lot, after the agreement of consignment, the Seller may not withdraw the consigned Lot from sale without our consent. The Seller must pay \$500, per item, as a cancellation fee to House of Craven. The cancellation will not be accepted until we have received the cancellation fee. If the fee is not received by us by 24 hours before the sale, we shall be entitled to sell your items at the designated auction without a Reserve Price.

**VIII. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**IX. WARRANTIES.** Neither party makes any warranties concerning the use, sale, or other transfer of the Property by the other party or by any third party. In no event will House of Craven be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property.

**X. TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

**XI. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties concerning the subject matter of this agreement.

**XII. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**XIII. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XIV. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XV. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida.

**XVI. SIGNATORIES.** This Agreement shall be signed by the Consignor as the Owner, and by the House of Craven. This Agreement is effective as of the date first written above.

**XVII. CONSIGNOR'S CERTIFICATION.** I certify that all items I am consigning are owned by me, are not stolen or being consigned fraudulently, and that I have the full legal right and authority to sell the consigned items. I will hold House of Craven and all of its related entities, agents, employees, officers, and shareholders harmless from any claims to ownership or authentication of items that I have consigned, and against all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees and costs, judgments and penalties (collectively "Liabilities") arising out of, resulting from, or based upon breach by the Seller of any representation, warranty or covenant made under this Agreement.

Consignor Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of the Owner

Date: \_\_\_\_\_

Consignee: **House of Craven**

By: \_\_\_\_\_  
Mine Run Holdings, LLC (D/B/A: House of Craven)  
Jennifer N. Higgins, Auctioneer

Date: \_\_\_\_\_

**Florida Auction License No. AU5441**  
**Florida Auction Business License Number: AB4103**

SC Auction License Number: 4915  
SC Auction Business License Number: 4246 (Auction Firm)

E: [craven@houseofcraven.com](mailto:craven@houseofcraven.com)  
O: 305.769.8088

## AUCTION CONSIGNMENT LIST

ITEM NUMBER	ITEM NAME / DESCRIPTION	ESTIMATE	STARTING PRICE	RESERVE (Y/N?)

Consignor Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR HOUSE OF CRAVEN RECORDS:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

NAME

Inventory Control Number: \_\_\_\_\_

RFID / Location Data: \_\_\_\_\_