

**AUCTION
CONSIGNMENT AGREEMENT**

1. By signing the front of this agreement, _____ hereinafter referred to as (“consignor”), Consignor authorizes Huggins & Scott, LLC, hereinafter (“H&S”) to sell the memorabilia listed on the front of this Agreement, which is attached hereto and made a part of this Agreement, at an online auction, to be held on _____;
2. Consignor warrants to H&S and to prospective purchaser(s) that Consignor has good merchantable title, free and clear of any and all encumbrances whatsoever, to the memorabilia to be auctioned and that the memorabilia is not stolen, borrowed or the subject matter of any litigation or claim by any other individual.
3. H&S cannot be responsible for any memorabilia until it is in H&S possession. H&S strongly urges Consignor to insure any memorabilia that is shipped to H&S. Unless otherwise agreed upon, H&S will maintain property insurance at current fair market value of the memorabilia while it is in H&S possession and will insure it when H&S ships it to highest bidder (“buyer”). In the event of theft or total damage to any memorabilia, H&S will pay Consignor the proceeds of the insurance coverage, less the commission due H&S.
4. H&S will determine the number of items in a lot and will set the minimum bid on each lot. Consignor authorizes H&S to set a reasonable minimum bid. This minimum bid is to encourage bidders and is not negotiable.
5. If an item is incorrectly described in H&S print catalog, H&S reserves the right to rectify such errors through the online auction. This modification will be emailed to all active bidders of the item and read verbally to phone bidders. H&S shall have no obligation to change such errors in the printed catalog. H&S reserves the right to photograph any memorabilia.
6. H&S reserves the right to return to Consignor, any item that H&S believes is not auctionable, for any reason, at any time, including post-production of the catalog.
7. **Shill Bidding.** Neither Consignor, its principal, if any, nor any other representative or agent of Consignor shall bid on the memorabilia. Such bidding is considered Shill Bidding, and is strictly prohibited by H&S. Shill Bidding shall be considered a material breach of the Agreement. If the memorabilia is not paid for by the buyer within 30 days from the end of the auction, H&S shall be entitled to the sales commission, buyer’s fee, taxes and any of the costs or expenses involved with the sale of the memorabilia. H&S shall also be entitled to sell the memorabilia in future auctions.
8. Consignor will pay H&S a commission of _____% of the successful bid price for each item or lot sold, depending on which auction the memorabilia is sold in. Consignor will also be responsible for any related expenses, such as grading fees, autograph authentication, game used authentication, etc., unless otherwise agreed upon, in writing.
9. H&S has no obligation to collect payment from any buyer. If any buyer does not pay H&S for the memorabilia, within 90 days after the end of the auction, H&S shall return it to Consignor or Consignor may leave it with H&S for inclusion in future auctions.
10. Consignor authorizes H&S to rescind the sale of any memorabilia, if it is determined that the memorabilia is a forgery or counterfeit. If notified of such rescission, Consignor agrees to return to H&S any proceeds paid to Consignor, in connection with that sale, and H&S will return the memorabilia to Consignor, at Consignor’s cost.
11. The RESERVE on each piece of memorabilia, if any, will be as listed on the front of this Agreement. H&S will review all RESERVE prices and in its sole discretion reserves the right to reject any memorabilia from being included in AUCTION if the RESERVES price(s) are deemed unobtainable.
12. All monies due Consignor shall be remitted to Consignor within approximately (15) business days (M-F) following the payment of ALL of the memorabilia by the buyer(s). The proceeds shall be mailed to Consignor unless instructed otherwise in writing.
13. H&S will be responsible to collect and remit all sale or use taxes resulting from the sale of memorabilia and remit to the appropriate authorities.
14. Consignor agrees to provide all information requested on the front of this Agreement, to the best of their ability, including photographs. H&S will review this information and reserve the right, in its sole discretion, to reject any memorabilia from being included in AUCTION.
15. H&S shall use best efforts to obtain the highest prices possible from buyers of the memorabilia. While H&S shall use its best effort to collect all sums owed by buyers, in the event of a default by a buyer, H&S sole responsibility shall be to try and re-sell such memorabilia at the best obtainable price, subject to Consignor’s approval.
16. Neither party may amend this agreement, unless both agree, in writing to do so. This agreement shall be governed by and construed in accordance with the laws of the State of Maryland and any lawsuit or claims brought against H&S shall be litigated in Montgomery County, Maryland.
17. By signing the front of this agreement, Consignor acknowledges that Consignor has read all the terms on the front and back of this “Agreement.”
18. H&S shall be entitled to reasonable counsel fees and costs of suit to be paid by Consignor if Consignor breaches any of the terms of this Agreement or fails to pay the commission fee for sale of the memorabilia.