

CONSIGNMENT AGREEMENT

1. By signing the front of this agreement (“you”) hereby authorize Huggins & Scott, LLC (“us” or “we”) to sell the memorabilia listed on the reverse of this page, for you, on consignment. We will determine which auction your memorabilia will be offered in, based on maximizing your profit. We reserve the right to offer your items at a later date.
2. You warrant to us, and the buyer, that you are the 100% owner of the memorabilia. They have not been stolen, borrowed or part of any litigation case. You will indemnify and hold the buyer and us harmless from any damages, including attorney’s fees, relating to the breach of this agreement.
3. As we cannot be responsible for any memorabilia until it is in our possession, we strongly urge you to insure any memorabilia that you ship us. Unless otherwise agreed upon, we will maintain property insurance for four times the opening bid of the memorabilia while it is in our possession and we will insure it when we ship it to the highest bidder (“buyer”). In the event of theft or total damage to any memorabilia, we will pay you the proceeds of the insurance coverage, less the commission due us.
4. We will determine the number of items in a lot. We will set the minimum bid on each lot. You authorize us 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 our print catalog, we reserve the right to rectify such errors through “internet only” modification of the description. This modification will be emailed to all active bidders of the item and read verbally to phone bidders. We shall have no obligation to change such errors in the printed catalog.
6. We reserve the right to return to you, at our expense, any item that we think is not auctionable, for any reason, at any time, including post-production of the catalog.
7. Neither you, nor anyone on your behalf, may bid on the Memorabilia, you have consigned to us. If you violate this, and you have the highest ending bid on your own item(s), you will be responsible for paying us the commission and the buyer’s premium. **NO EXCEPTIONS. EVER!**
8. You will pay us a commission of **15%-20% (higher dollar items may be negotiated lower)** of the successful bid price for each item or lot sold, depending on which auction your memorabilia is sold in. You 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. We have no obligation to collect payment from any buyer. If any buyer does not pay us for your memorabilia, within 45 days after the end of the auction, you have the option to withdraw the memorabilia and have us return it to you or you may leave it with us for inclusion in a future auction.
10. You authorize us to rescind the sale of any memorabilia, if we learn that the memorabilia is inaccurately described, or if we learn the memorabilia is a forgery or counterfeit. If we notify you of such rescission, you agree to return to us any proceeds paid to you, in connection with that sale, and we will return the memorabilia to you.
11. Neither you nor us may amend this agreement, unless both of us agree, in writing to do so. This agreement shall be governed by and construed in accordance with the laws of the State of Maryland.
12. By signing the front of this agreement, you agree to be bound by it’s terms.