



Raynors'
Historical Collectible Auctions
1687 West Buck Hill Road
Burlington, NC 27215

Consignment Agreement

This agreement confirms arrangements whereby you are consigning items for sale by Raynors' Historical Collectible Auctions at our next auction subject to the terms & conditions set forth on the reverse of this document. Please review, sign and return this document.

I have read and agree to the terms and conditions as described on the reverse of this document.

Name

Address

City

State

Zip

phone

Signed

Date

Item

Reserve

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

Raynors HCA Representative

Date

phone 336-584-3330

fax 336-584-3383

www.hcauctions.com

consign@hcauctions.com

Raynors Historical Collectible Auctions - Terms of Consignment

- 1. Listing:** Please list your property on the obverse. We are not responsible for any item not specifically listed.
- 2. Date:** Your property will be sold at the next earliest auction. We solely at our discretion shall set that date and the manner in which each sale will be conducted.
- 3. Withdrawal:** Once you submit the item for auction, it cannot be withdrawn.
- 4. Descriptions:** Catalog descriptions of items will be written by or approved by Raynors Historical Collectible Auctions. We reserve the right to “group” consignor lots at our discretion. You will receive the actual catalog that lists your lots.
- 5. Title:** You represent and warrant that you are the sole owner of the property and that you have the full legal right to sell or cause the property to be sold; that the property is and will remain free of liens; and that the clear title and right to possess the property will pass to the buyer. You indemnify and hold us harmless from any claims, damages, expenses arising out of any failure or breach of your representation and warranties.
- 6. Consignment Fees:** For our services we will receive and retain from the proceeds of the sale, a consignor fee based on the final hammered auction price of each of your item(s). The consignor fee schedule is:
 - 23.5% on each lot with a final price at or below \$500.⁰⁰**
 - 17.5% on each lot with a final price between \$501.⁰⁰-\$3,000.⁰⁰**
 - 12.5% on each lot with a final price between \$3,001.⁰⁰-up**
- 7. Reserves/ Groupings:** All property will be sold without specific reserve unless agreed to in writing prior to the sale. Should a lot not reach your reserve price, there will be a “reserve fee” charge of **5%** of the reserve price. Only items with estimated values greater than **\$1,000.00** will be considered for reserves. **In addition, when we accept several “reserved lots,” they will be handled as a Portfolio.** This specifically means, that as long as the aggregate total of the reserves are met, the lots will be sold. As example, if a consignor provides three lots, all with a \$1000 reserve and the total bids for those three lots exceed \$3000, all of the lots will be sold regardless of the individual lot prices. So, if “Lot A” sold for \$1200; “Lot B” sold for \$1200 and “Lot C” sold for \$800 (aggregate total of the portfolio is \$3200), ALL the lots will be sold in spite of the fact that “Lot C” was below the reserve.
- 8. Unsold Lot Fee:** In addition, we do apply a lot fee for Digital Imaging /Description/Research/Uploading the lot if it does not sell. That fee is **\$10.00 per item**. That fee will be waived on items for which the consignor has supplied digital ready text. For letter groups, diaries, journals, the fee will be billed on a **\$35/hour** basis. Historical Collectible Auctions will retain the property rights to these descriptions and photos.
- 9. Price risk:** This is an open auction. We make no guaranty or warranty as to the final selling price of any item. Estimated values by us shall not be deemed as any such guarantee or warranty.
- 10. Insurance:** Upon receipt of your property by an authorized Historical Collectible Auctions agent, the property will be insured under our “ALL RISK” policy. Using our consignor agreement, please indicate the value of each lot when submitted. This value will be used for insurance purposes until our estimate can be developed, approximately two weeks from receipt of the material.
- 11. Rescinding the sale:** You authorize Historical Collectible Auctions to accept the return and to rescind the sale of any property up to **180 days** after the auction without limitation whether or not we are legally required to do so. If we, in our best judgment believe (1) that an item is defective (2) that an item is not genuine (3) that any property is not “as represented” in our catalog (4) that the offer/sale of the property may subject us and/ or you to any liability by the buyer, we will rescind the sale. In such an event, you agree to reimburse us upon request in an amount equal to the refund/credit given to the purchaser. The property will be dealt with as “withdrawn property” as set fourth in paragraph 14.
- 12. Payout of your proceeds:** Settlement is made to you within **45 days** of the auction date. In the evnt that the buyer of item(s) pays HCA late, we will pay you upon receipt of payment to HCA. The proceeds of the sale will first be applied to the consignor fee (paragraph 6,7,8). The balance will be forwarded to you provided we have no knowledge that the buyer has made a claim regarding the property.
- 13. Delinquent buyer:** We assume no responsibility to sue and are under no obligation to otherwise enforce payment from the buyer. At our sale discretion, we may either (1) cancel the sale and resell the property for your account, subject to our commissions (2) cancel the sale and return the property to you.
- 14. Returned items:** Unsuitable, unsold, and withdrawn property will be returned to you. We will bill you for the shipping costs of such property. Items that are not claimed within 90 days of auction date will become the property of Raynors Historical Collectible Auctions.