

**Los Angeles Auctioneers**

**Consignment Program**

Los Angeles Auctioneers has been successfully helping families and individuals sell estate items through 3 generations of auctioneers. Our service provides you the opportunity to liquidate multiple or unique items quickly and effortlessly. Our staff can help you determine reserve prices and values. It's important to remember that the items that will bring you the most at auction are rare collectables, antiques, jewelry, art, cars, gold and items with good resale value. The more background history, certificates of authenticity from credible sources and past sale values you can provide, the higher your winning bid amounts will be. Call us for a free valuation of your personal property.

1. Call or email [info@laauctioneers.com](mailto:info@laauctioneers.com) with a description and photo's of the item (s) you would like to sell.
2. Our staff will give you an estimate of what to expect your items to sell for
3. We will arrange free pick-up
4. AUCTION DAY!!
5. Get paid!!!

**Consignment Fee Schedule**

Items with RESERVE selling for	\$1-\$1000	25% commission*
	\$1001-5000	20% commission*
	Over \$5001	17% commission*

**Items with NO RESERVE will have 17% commission\***

\*All items will be charged an internet listing fee of \$9 regardless if the items sells or not. If you would like the items insured for theft and damage only there will be an additional 1.5% fee of the reserve price.

Consigners are paid the final hammer price less commission within 2 weeks after the sale. Please do not ship or deliver any consignment items until you receive a consignment approved

Initials: \_\_\_\_\_

**Los Angeles Auctioneers**  
**CONSIGNMENT FORM**

1. **COMPENSATION:** For our services in selling your personal property at auction we will be entitled to retain from the proceeds as our compensation an amount based upon the final bid price of each item sold and calculated as follows:

(a)	FIFTEEN percent (17%) of individual auction items selling at NO RESERVE.
(b)	Twenty Five percent (25%) of individual auction items selling at \$1 thru \$1000
(c)	Twenty percent (20%) of individual auction items selling at \$1001 thru \$5000
(d)	Seventeen percent (17%) of individual auction items selling at \$5001 and above
(f)	INSURANCE: 1.5% of the reserve price

The commission includes all normal expenses of sale except for transportation and packing charges as set forth in paragraph 5 below. In addition, a premium of sixteen and a half percent (16.5%) of each individual auction lot shall be added to the purchase price and paid by the buyer as a part of the purchase price. An additional \$9 will be charged for each item to cover the costs L.A. Auctioneers incurs for the online posting. This sum shall also be collected upfront and retained by us additional compensation to us.

2. **PAYMENT TO CONSIGNOR:** Payment to consignor for items sold will be made within fourteen (14) working days, after items are sold. In the event that buyer fails to remit payment for the consigned property, we shall attempt to collect the sums due, at our discretion. If we are unsuccessful in collecting the full amount due, we reserve the right to rescind the sale and re-offer the consigned property at a subsequent sale.
3. **SERVICES RENDERED:** We shall undertake to sell your personal property at public auction to the highest competitive bidder. We reserve the right, in our absolute discretion, to determine the method and manner of getting your personal property from any particular sale and schedule it for some subsequent sale, to determine whether and in what manner to advertise your personal property or the sale at which it shall be without reserve or limits, We will bear the cost of any advertising of your personal property. The CONDITIONS OF SALE printed in our auction bidding agreement constitute our agreement with the buyer at auction. You authorize us to accept the return, and rescind the sale, of any property at any time if we, in our judgment, determine that selling the property may subject us and/or you to any liability, including any liability arising from claims relating to any attribution or identification of authorship, period, culture, source of origin physical condition, size, quality, rarity, importance, authenticity (including counterfeit), or other information included in any description of the property.
4. **SALE:** At present we anticipate that your personal property will be sold at a sale(s) presently scheduled for (date).
5. **PACKING AND TRANSPORTATION:** If you wish L.A. Auctioneers to pack and transport your items, this is a free for this service in the greater Los Angeles Area however consigner will hold L.A Auctioneers and or its representatives harmless from any damage or theft. Please speak with one of our representatives for more information on packing and transport.
6. **LEGAL STATUS AND OWNERSHIP:** Unless you otherwise indicate, by signing this agreement you are hereby representing that you are the owner of the personal property described on the attached schedule and have the right and authority to authorize us to sell the same. If you are acting as agent for some other party who

Initials: \_\_\_\_\_

does not sign this agreement, please indicate you are an agent and the name of the owner when signing this agreement. By signing as an agent, you are representing to us that you have the authority and power to authorize and sell the same for the principal and that your principal shall be, along with you, jointly and severally liable for your obligations and liabilities hereunder. In either case, you agree to defend, indemnify and hold us harmless from any and all costs, expenses, liabilities and damages, including reasonable attorney's fees, that we may suffer or incur as a result of any claims made that you did not have authority to sign this agreement and/or authorize us to sell the personal property.

7. **SECURITY INTERESTS:** You hereby grant us a security interest in the personal property to secure payment of any sums which may become due to us under the terms of this agreement. We shall have all the rights of a secured party under the laws of the State of California.
8. **OWNERSHIP OF SELLER:** Los Angeles Auctioneers is a business name DBA used by Titan Global Group, INC., a California corporation which owns and operates the business. Titan Global Group, INC. dba Los Angeles Auctioneers is licensed and regulated by the California Secretary of State. There is a bond on file with the Secretary of State.
9. **LIMITATION OF DAMAGES:** Your payment of the insurance fee makes us responsible for loss by theft, fire or other means (subject to the usual form of exclusions including but not limited to earthquake, flood, and acts of war). In the event that your personal property is damaged or destroyed, your sole remedy with respect to such damage or loss shall be either the repair or replacement of the damaged or lost property or, at our choice, payment to you of the fair market value of the damaged or lost property at the time of damage or loss.
10. **ENTIRE CONTRACT:** This document together with any schedule or schedules attached to it contains the entire agreement between us relating to our mutual rights and obligations. Any oral representations or modifications concerning our agreement or this document shall be of no force or effect except as may subsequently be reduced to writing.
11. **GOVERNING LAW:** The validity of this agreement and of any of its terms or provisions, as well as the rights and obligations of the parties under this agreement shall be interpreted pursuant to and in accordance with the laws of the State of California.
12. **ARBITRATION OF DISPUTES:** The parties agree that any dispute or claim in law or equity arising between them out of the subject of this agreement in which the sum in the dispute exceeds \$5,000 shall be decided by neutral, binding arbitration in accordance with the rules of the American Arbitration Association pertaining to arbitration of commercial disputes. The arbitration fees and costs shall be equally divided among the parties. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction.

Consignee (seller):

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Consignor (Los Angeles Auctioneers):

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Initials: \_\_\_\_\_