

THE GREAT ESTATE OF TEXAS
A Division of Jennifer Vernon Interiors, Inc.

CONSIGNMENT AGREEMENT

This Consignment Agreement is made this day _____ by and between _____ (Consignor) and Jennifer Vernon Interiors, Inc. dba The Great Estate of Texas (TGE) whereby the Consignor does hereby consign for sale to TGE furnishings, jewelry, furs, china, crystal, silver, art, rugs and/or other items of personal property, with the sale to be conducted in Amarillo, Texas upon the following terms and conditions:

- TGE will bear all cost and expense for the labor in preparing goods for sale as well as the costs of advertising and promoting the sale. If, during this process, we encounter items that could have sentimental value or valuables not disclosed originally, we will put them aside and inform you of this discovery.
- TGE takes reasonable steps to guard against theft. Adequate people are provided at our expense to man the days of the sale. Should an off-duty policeman be required, this cost is the responsibility of the Consignor or will be split by percentage of sales by each Consignor.
- If applicable, the cost of rent and utilities (water, gas, electricity, internet, alarm system) for the use of the residence of the sale will be split based on percentage of sales by all Consignors.
- It is the belief of TGE that providing the option of Mastercard/Visa for payment significantly increases the potential for sales. The Mastercard/Visa fees incurred will be split based on percentage of sales by all Consignors in the sale.
- TGE is required to collect sales tax on sales of Consignor's property and agrees to do so and be responsible for payment of sales tax to The Texas State Comptroller.
- Once TGE has taken possession of the items to be sold and commenced preparation for the sale, Consignor shall not withdraw any items for sale without the consent of TGE until TGE has been paid a commission of 50% of what the item(s) was or would have been priced.
- TGE is not an insurer of the consigned property and the Consignor agrees to bear all risk of loss or damage thereto. TGE does not provide liability insurance as well. Should insurance be possible to obtain, the cost of said insurance will be split based on percentage of sales by all Consignors from the date that the policy is in effect.
- If TGE believes there are items of value that are not within our area of expertise, TGE may choose to engage an outside appraiser at the Consignor's expense.
- Consignor agrees to the reduction of the sales price for items on the final days of a sale, however, Consignor has the expressed right to deny reduction of sales price of any specific item at Consignor's discretion. TGE has sole discretion of pricing of Consignor's items but will entertain pricing suggestions by Consignor.

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- It is the responsibility of the Consignor to deliver items for sale to the sale site. Should TGE make these arrangements for the Consignor, The Great Estate will be reimbursed for expenses involving pickup/delivery of items to the sale site, with labor being billed at \$25 per man hour plus any mileage @ \$1.00 per mile if out of the city limits of Amarillo, Texas and fuel costs and/or rental costs. Packing materials expressly for pick-up of Consignor's items to transport to sale site will be reimbursed to TGE as well. At the conclusion of the sale, allowing one week for TGE to collect the belongings applicable to the sale, cleaning and disposal of remaining unsold property of the Consignor is the responsibility of the Consignor. Consignor items must be collected on or before 2 days following the conclusion of the sale. Otherwise, all remaining items not collected will be donated to a charity of choice of TGE unless Consignor and TGE agree to hold remaining unsold items for a future sale. At that point, labor and materials to move items for a future sale will also be the responsibility of Consignor as stated earlier. Should storage costs be incurred, these will be the responsibility of the Consignor if items are held for a future sale.

- TGE is not responsible for cleaning prior to commencing a sale. Should Consignor not do so, TGE will be reimbursed for the expenses incurred to make the location ready to start work on the sale. This includes cleaning and unpacking of items not visible at a rate of \$25 per man hour. Once all items are visible for the sale, the responsibility of payment of help falls on TGE. It is the responsibility of TGE to leave the location site in swept condition when the sale is over. Packing items for donations to be picked up are billed at \$25/man hour. Additional cleaning is billed at \$25/man hour after the sale is over. Silver polishing is billed at \$25/man hour.

- TGE will receive for such services a commission of 40-50% of the sales proceeds. TGE agrees to distribute all of the balance of proceeds from the sale less the 40-50% commission and percentage of applicable fees discussed above within two (2) weeks of the completion of the sale along with a detailed list of what Consignor's items sold for.

- Should an agreement be made between Consignor and TGE to attempt to sell items on any online avenues, TGE will receive for such services a commission of 60% of the sales proceeds. It is the responsibility of the owner to pick up unsold items that have been listed for six (4) months or they will become the property of TGE to dispose with as chosen.

- Mileage for sales outside of the city limits of Amarillo, Texas will be charged at a rate of \$1.00 (one dollar) per mile per vehicle round trip from 9705 Tascosa Road (office of TGE) to the location of the sale. This is for each day while preparation of the sale is being performed as well as during the sale itself.

Witness our hands:

THE GREAT ESTATE OF TEXAS
 A Division of Jennifer Vernon Interiors, Inc.
 9705 RM 1061
 Amarillo, Texas 79124

CONSIGNOR

MAILING ADDRESS

EMAIL

CELL PHONE

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