

1095 E Salter Dr  
Phoenix, AZ 85024



602-626-5218  
help@pristineauction.com

## Consignment Agreement

The following constitutes the agreement between ("Agreement"): JCK Enterprises L.L.C., an Arizona limited liability company d/b/a Pristine Auction "Pristine Auction" and

\_\_\_\_\_ ("Consignor"):  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_

- 1) An item or set of items provided by Consignor to Pristine Auction ("Lots") will be offered for public auction by Pristine Auction through [www.pristineauction.com](http://www.pristineauction.com) with no minimum price ("Reserve Price"), unless previously agreed upon by Pristine Auction. Pristine Auction will determine the starting bids for each Lot and will make the final decision on how Lots will be sold (individually or grouped together as well as which auction format fits best). *\*\*Feedback from the Consignor is welcome\*\**
- 2) Lots shall be mailed to: Pristine Auction, 1095 E Salter Dr, Phoenix, AZ 85024. Please be sure to include Consignor's contact information as well as an itemized list of contents with each box of Lots.
- 3) Consignor guarantees full and clear title to all Lots sent to Pristine Auction for sale. Consignor represents and warrants that all Lots are authentic and the sale of the Lots is not in violation of any law, rule, or regulation. Consignor agrees to indemnify Pristine Auction and hold it harmless from and against all claims, damages, costs and expenses (including attorneys' fees) attributable, directly or indirectly, to the breach by Consignor of any obligation hereunder or the inaccuracy of any representation or warranty made by Consignor herein or in any instrument delivered pursuant hereto or in connection with the transactions contemplated hereby.
- 4) Pristine Auction reserves the right to accept or return Lots for any reason.
- 5) Display cases and frames are used or discarded at Pristine Auction's sole discretion. Whenever possible, Consignor should send the Lots without display cases or frames.
- 6) Pristine Auction will use all reasonable efforts to make the Lots available at auction 2-4 weeks from receipt by Pristine Auction.
- 7) All Lots will be available for the auction's duration and will be sold to the high bidder, unless a Reserve Price was not met.
- 8) All reserve price requirements shall be pre-approved by Pristine Auction prior to Lots being sent. Consignor can view past, active and future consigned Lots through the consignment dashboard. The consignment dashboard can be accessed by logging in to [www.pristineauction.com](http://www.pristineauction.com) and selecting the 'Consignment' link from the menu in the upper right corner. Consignor is responsible for ensuring approved reserve prices have

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been added to each auction as desired. Consignor is also responsible for ensuring any adjustment requests for auction Lots be submitted in a timely manner, preferably prior to the Lot going live. This includes but is not limited to requests regarding adjustments to reserves, titles, descriptions, photos, auction end date and/or auction type (such as daily and weekly). Pristine Auction will not be held financially responsible for missing reserves.

- 9) Consignor may request Lot(s) be sold in the weekly no-reserve auction. However, if a bid is not placed at the \$20 starting price by the close of said auction, the Lot(s) will be automatically relisted for a future daily auction, in which all starting bids are \$1.
- 10) Pristine Auction shall receive from Consignor a commission of 15% of the price established by the last bidder and acknowledged by Pristine Auction to be the winning bid ("Hammer Price") on all Lots sold, with a minimum commission of \$5 per Lot. Please note, beginning 3/1/2019 there will be a \$10 minimum commission for any lot resulting in a final bid price of \$25 or less.
- 11) The Hammer Price less the commission to Pristine Auction ("Proceeds") will be mailed to the Consignor within **14** calendar days of the end of the auction in the form of a company check. However, Pristine Auction shall have no obligation to send Proceeds to Consignor until funds have been received by Pristine Auction from the bidder.
- 12) Any outstanding account balances are subject to being deducted from consignment accounts.
- 13) In the unlikely event that the winning bidder does not honor payment obligations it is understood that Pristine Auction will either re-auction the Lot in the next possible auction or return the Lot to the Consignor, in Pristine Auction's sole discretion.
- 14) If applicable, the Consignor agrees to cover authentication costs associated with the Lots. Authentication costs start at \$8 per Lot, but shall not exceed \$150 per Lot. Pristine Auction will pay the initial authentication costs and deduct these costs from the Consignor's Proceeds. There will be no authentication fee for Lots that fail the authentication process, and these Lots will be returned to the Consignor. The Consignor is responsible for the return shipping cost.
- 15) Lots may not be withdrawn from the auction without the consent of Pristine Auction. Pristine Auction may accommodate a request to pull an auction Lot under certain circumstances. Any pulled Lot will be subject to a \$20 fee.
- 16) Consignor is responsible for the cost of Lots that are returned by the winning bidder. Pristine Auction has the authority to make the decision on when a Lot is eligible for return. Returned items may be re-auctioned or returned to the Consignor, at Pristine Auction's sole discretion.
- 17) In cases of abandoned items, e.g. consignment Lots that are received without the required information and/or consignment Lots that are returned to Pristine Auction due to incorrect contact information or failure to pay delivery fees after an attempt to send back to Consignor, Pristine Auction will hold the items for no less than and no more than 6 months. During said 6 months, Pristine Auction will make a minimum of 5 attempts to contact the owner of the items via phone and/or email. After 6 months, Pristine Auction will take ownership of or discard the items. Please note, any and all contact attempts will be made using the information Consignor provides Pristine Auction when signing up for

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a user account, so keeping contact information current is highly encouraged.

- 18) Any disputes, controversies or claims arising out of or relating to this Agreement, the auction of a Lot, or the breach thereof which cannot be settled between Consignor and Pristine Auction shall be decided by a single independent arbitrator. Such single independent arbitrator shall be jointly chosen by the Consignor and Pristine Auction. The parties shall name the arbitrator within thirty (30) days after one or the other has given notice to the other requesting arbitration. If bidder and the Company are unable to agree upon a single independent arbitrator, either party may apply to the Maricopa County Superior Court for appointment of a single arbitrator pursuant to Arizona Revised Statutes §12-1503 (or any applicable successor statute). The award made by the single arbitrator shall be final and binding, and judgment may be entered in any court having jurisdiction thereof. The cost of the arbitration procedure shall be borne by the losing party, or, if the decision is not clearly in favor of one party or the other, the costs shall be borne as determined by such arbitration proceeding. At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by a party and by their respective attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitrators shall conduct all proceedings pursuant to the Uniform Arbitration Act as adopted and then in force in the State of Arizona as presently set forth in Arizona Revised Statutes §12-1501 *et seq* (or any applicable successor statutes). **CONSIGNOR**  
**HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY REGARDING ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS.** The Consignor agrees to reimburse Pristine Auction for any and all attorneys' fees and costs associated with defending any claim or action pertaining to this Agreement.
- 19) In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any money due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 20) Any notice to any party under this Agreement shall be in writing and shall be effective on the earlier of (i) the date when received by such party, or (ii) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to the address of such party set forth herein, or to such other address as shall have previously been specified in writing by such party to all parties hereto.
- 21) Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement.
- 22) This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by the laws of the State of Arizona and (subject to any provision in this Agreement providing for mandatory arbitration) suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in Superior Court, Maricopa County, Arizona, and for this purpose each party hereby expressly and  
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irrevocably consents to the jurisdiction of said court.

- 23) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The neuter gender includes the masculine and feminine. It is mutually agreed that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained.
- 24) If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement; and the remaining portions of the Agreement shall remain in full force and effect.
- 25) Each party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
- 26) Consignor represents and warrants to the Company that this Agreement has been duly authorized by all necessary action and that this Agreement constitutes and will constitute a binding obligation of Consignor.
- 27) This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing signed by all parties hereto, and any attempt at oral modifications of this Agreement shall be void and of no effect.
- 28) Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.
- 29) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns, but in no event shall any party be relieved of its obligations hereunder without the express written consent of each other party.
- 30) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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Consignor Printed Name	Signature	Date
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## Contact Information

Name:

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Phone:

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Email:

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Mailing Address

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