



This document, along with any attached Property Schedule, constitutes a Statutory Declaration and agreement between Hall's Auction Services Ltd. (hereinafter referred to as "Halls") and the Consignor, or authorized agent of the Consignor, described below:

**Mailing Address:** \_\_\_\_\_

☐ Please donate my unsold Property to a suitable charitable organization. I understand that no charitable receipt shall be issued.

☐ Please contact me to pick up my unsold Property. I agree to pick up within five business days from contact and agree to storage charges of \$ 5 per item, per day should I not comply. It is agreed that the Property may be sold in order to settle outstanding storage charges.

1. The personal information I provided for the purposes of this contract is true and correct.
2. I am the owner/agent of the Property listed in the Property Schedule.
3. The said Property is not subject to any mortgage, charge, lien or encumbrance.
4. I have listed the said Property with Hall's Auction Services Ltd. of the City of Calgary, in the province of Alberta, and that this declaration is furnished to them pursuant to the provisions of the "Fair Trading Act, Public Auction Regulation", Section 7.
5. I have read and agree to the terms and conditions outlined in this Contract.

• LIVE AUCTIONS • ONLINE AUCTIONS • PRIVATE TREATY SALES • ESTATE SALES • VALUATIONS •



## TERMS AND CONDITIONS OF CONSIGNMENT

### 1. Consignment:

The Consignor appoints Halls to act as selling agent of the Property listed on the associated Schedule of Consigned Property. Halls retains discretion as to (a) means of sale, whether public auction or private treaty sale, (b) auction estimates, (c) consulting any expert, (d) cataloguing and descriptions, (e) auction dates. The Consignor may not bid on this Property nor employ someone to bid on this Property during an auction.

### 2. Representations and Warranties-Indemnity:

The Consignor declares having the right to sell the Property, and warrants that the Property is now and will be kept free of all liens, claims and encumbrances through to transfer of ownership and possession to the purchaser. The Consignor agrees to indemnify Halls from any and all claims, action, damages, losses, liabilities and expenses relating to the breach or alleged breach of any of the consignor's agreements, representations or warranties.

### 3. Commissions/Fees:

The Consignor agrees that Halls is entitled to, and will retain the following commissions/fees for services rendered: 30% on each lot sold below \$1500 (minimum commission of \$ 25 per lot regardless of selling price); 20% on each lot sold for \$1500 or more.

### 4. Estimates/Catalogue/Descriptions:

The estimate range, if any, is provided as a guide for prospective bidders and does not constitute a warranty, representation, guarantee or prediction of selling price. All estimates may be subject to revision at Halls' discretion. Halls is not liable for any errors or omissions with respect to the auction, catalogue or any other descriptions of the Property.

### 5. Reserves:

The Consignor agrees that (a) there are no reserves in place unless specifically declared, (b) Halls and the Consignor may agree upon an alternate reserve in writing (subject to a 10% reserve fee if unsold), (c) Halls may sell a lot below the reserve provided the Consignor is paid the minimum proceeds that would have been payable at the reserve level, (d) all reserves are exclusive of selling commissions and reimbursable expenses.

### 6. Withdrawal:

The Consignor may not withdraw any Property from sale after Halls issues a receipt or this Contract is signed (whichever is earlier). If this commitment is violated, the Consignor will pay Halls a withdrawal fee equal to 10% of the low estimate for the withdrawn Property and will pay for reimbursable expenses incurred. Halls reserve the right to withdraw any Property at any time, for any reason, at its sole discretion. In the event that Halls withdraws the Property the Consignor will not be charged a withdrawal fee.

### 7. Settlement/Rescission:

Within 21 days of the sale, Halls will mail the Consignor the proceeds collected and received for sold Property, less selling commissions and reimbursable expenses, and excluding the buyer's premium. Halls reserves the right to rescind the sale of any Property, in accordance with the published conditions of the sale, if (a) the Property is determined to be counterfeit (a forgery intended to deceive) or (b) in the event that the purchaser does not pay and Halls and the Consignor do not agree on another course of action. Rescinded Property will be treated as unsold property (as per paragraph 9).

### 8. Insurance:

Halls Auction Services Ltd. agrees to maintain insurance on the Property while in our possession until a valid sale has been completed. The Property will be insured to the low estimate. The Consignor will be charged an insurance fee calculated at 1% of the hammer price.

### 9. Treatment of Unsold Property:

Halls will notify the Consignor of unsold Property after the auction(s) or suitably determined time period for private treaty sale. Unsold Property will be handled as per declaration on the face of the contract. If there is no elected declaration, and there is no return communication from the Consignor, Property will be considered abandoned thirty days after notification and may be disposed of or sold as determined solely by Halls. It is agreed that consent by telephone conversation will be treated with the same force and effect as a signed document.

### 10. Miscellaneous:

This agreement shall be administered in accordance with the laws of the Province of Alberta and any dispute will be submitted to the exclusive jurisdiction of the provincial courts and the federal courts sitting in the Province of Alberta. This agreement shall be binding upon the Consignor's heirs, executors, beneficiaries, successors and assigns.