

Consignment Contract

Dooley's Treasure Chest (Consignee) accepts on consignment for sale from _____ (Consignor), the item(s) listed on the Item Inventory form(s) attached to this contract. Consignor warrants to Consignee and any subsequent purchaser that Consignor has full title to all the item(s) consigned. Consignor also warrants that all information regarding the item(s) consigned is true and correct to the best of his or her knowledge. Unless otherwise arranged, the listed item(s) will remain in the possession of the Consignor.

Consignee will take a commission on the sales price of each item sold on behalf of the consignor. The percentage charged is per item and based on the following scale:

Up to \$499 ----- 20%
\$500 to \$999 ----- 15%
\$1000 and above --- 10%

Payment of the sales proceeds less commissions, and the collected shipping fee will be made to the Consignor upon the receipt of such payment from the buyer by the Consignee. The Consignor will ship in good condition and in a reasonably prompt time period the sold item(s) to the buyer. If buyer is not satisfied that the item is as represented by Consignor and returns it, all moneys paid by the buyer will be refunded to him or her. That will include the selling price paid plus the initial shipping fee collected. The Consignor will return to the buyer the sell price (minus the Consignee's commission) and the shipping fee. The Consignee will return the amount of the commission collected from the sale.

Consignor remains as owner of the item(s) until buyer has received and accepted same. Consignor agrees that Consignee is hereby appointed and is acting solely as agent for the Consignor in selling the item(s).

If Consignor decides to withdraw the item(s) from sale before the item(s) is sold, Consignor must notify Consignee in writing or by e-mail. If Consignee has physical possession of the item(s), Consignee will return the item(s) to Consignor upon receipt of the costs of postage or freight, as specified by Consignee.

If Consignee is in possession of the item(s), Consignee will be responsible for any loss or damage to the item(s). Should the item(s) be lost or damaged in transit to Consignee, responsibility for such loss or damage shall be borne by the Consignor. Should the item(s) be lost or damaged in transit to the buyers, if Consignee has had physical possession of the item(s), responsibility for such loss or damage shall be borne by the Consignee.

Prior to any auction listing any of the item(s) for sale, Consignee and Consignor shall establish a reserve price, if any, for each item. If the reserve price is not met, Consignee shall return the item(s) at Consignee's expense to Consignor.

This contract shall be for a term of ____ months; beginning on the date the item(s) consigned are received by Consignee, or the contract is signed by Consignor, and the item(s) is listed. Consignee shall acknowledge receipt of the item(s), by e-mail or regular mail, indicating whether any item has been damaged in transit. Consignee shall also inform Consignor when the listing of the item(s) appears on the Dooley's Treasure Chest Website.

This agreement constitutes the entire understanding of the parties signing it. It cannot be changed without written permission of both parties.

Should any disputes arise concerning any matter referred to in this contract, both parties will refer the dispute to arbitration.

This contract is governed by and shall be interpreted under the laws of the state of Texas.

I have read the terms above and agree to them this ____ day of _____, 20__.

Consignor

Address of Consignor to which notice and payments to be sent.

E-mail of Consignor: _____

Phone Number of Consignor: _____

Dan W. Dooley
Consignee: Dooley's Treasure Chest