



Desert Division

ARIZONA • NEW MEXICO • WEST TEXAS



Desert Division TCA Consignment Consignor Agreement and Release

In consideration to participate in and profit from the Desert Division Auction, the undersigned Consignor has read, understands and agrees to the following terms and conditions:

1. Desert Division TCA will take all reasonable precautions to prevent loss, damage, or theft. However Consignor acknowledges the possibility of such occurrences and is choosing to proceed in consignment with Desert Division TCA.
2. Consignor agrees to hold harmless and make no claim against Desert Division TCA, its Officers and Board of Directors, the lessor and/or owner of space where the auction event is held, any and all volunteers, and the insurer of Desert Division TCA. The above parties are released from liability with no claims for damaged, stolen or lost consigned items.
3. Consignors will receive 85% of the sales price of their merchandise that sells. Unless otherwise agreed to at time of consignment, Desert Division TCA reserves the right to list consigned items at auction either online or live. If an online auction is used, consignor will receive 85% of the net sale price after all commissions, fees and postage has been paid.
4. At the sole discretion of Desert Division TCA, consignment items may be grouped and categorized into group lots and then cataloged and described as such allowing Desert Division TCA to conduct the auction as it deems appropriate.
5. Desert Division TCA will allow the use of a reasonable, confidential reserve for certain lots. Reserves are limited in use and are considered and approved on an individual lot basis. The reserve assigned to a lot is the lowest bid that must be achieved in order for a lot to be awarded to a bidder.
6. Accepted consignments will be scheduled for auctioning as soon as possible, however auctions are typically held in the winter and spring. Consignor shall be notified at the time of consignment when the next anticipated auction will be held. Consignor is not financially responsible for any storage or transportation fees of consigned items between the time of consignment and the auction of consigned items.
7. Desert Division TCA will act with diligence to mail Consignor checks out no later than 2 weeks after the close of the auction.
8. All items consigned to Desert Division TCA are at the sole risk of the Consignor. Consignor agrees that He/She shall assume and bear all risks regarding consigned items, and will hold Desert Division TCA, its Officers and Board of Directors, the lessor and/or owner of space where the auction event is held, any and all volunteers, and the insurer of Desert Division TCA exempt from any and all liability. Should items be lost, stolen or damaged Desert Division TCA is not responsible to compensate the Consignor for the items. _____ (Initial)

By signing, I agree that I have read and understand the terms of the Consignor Agreement and Release form.

X _____ **Date**

_____ **Printed Name** **email**

_____ **Mailing Address** **Phone Number**

_____ **City, State, Zip Code**

_____ **Desert Division Auction Committee**

Please provide a printed copy of your inventory and signed release form at time of consignment