

# CONSIGNMENT AGREEMENT FOR SALE OF PERSONAL PROPERTY BY AUCTION

Agreement made this date:

**X**

between **LOUIS J. DIANNI, Auctioneer** and the **Consignor**:

|  |          |
|--|----------|
| <b>CONSIGNOR:</b>  | <b>X</b> |
| <b>Address:</b><br><i>(where the consignor check will be sent)</i> | <b>X</b> |
| <b>Phone of consignor:</b><br><i>(cell)</i>                        | <b>X</b> |
| <b>Phone of consignor:</b><br><i>(other)</i>                       | <b>X</b> |
| <b>Fax of consignor :</b>  | <b>X</b> |
| <b>Email of consignor :</b>  | <b>X</b> |

Hereafter called "Consignor", and **LOUIS J. DIANNI**, hereafter called "Auctioneer".

1. The Consignor hereby employs the Auctioneer to sell at a public, live and simultaneously live on-line auction, the item(s) described on Page 3 (and additional addendum items, if any) of this agreement. The items are to be delivered by the Consignor either to the Auctioneer directly or by a mutually agreed upon place of convenience. The items are to be delivered in an appropriate wrapped, boxed or other protective container to the Auctioneer.

2. The Auctioneer will prepare the items to be sold in "lots" and will offer the items for inspection by perspective bidders. A "lot" is defined as any item or items sold together as one unit, usually indicated by a number in the on-line catalog offered on [www.LouisJDianni.com](http://www.LouisJDianni.com). The consigned items are to be offered without limitation or reserve. The Auctioneer shall photograph and catalog the lots for Auction and shall in every way endeavor to sell the items for as high a price as may be obtained for them. However, no guarantee is made as to gross or net return to the Consignor, or the performance of any bidder.

3. The Consignor agrees to pay the Auctioneer for his services a commission of 15% of the final sale price of each lot.

4. The Consignor agrees that any unsold lot item is the responsibility of the Consignor to either pick up directly after sales/clerking finalized (approx. 45 days following the close of auction), or arrange and pay for packaging and shipping back to himself. Absolutely no un-sold consignments will be released to the Consignor at the auction, or until all clerking activity has been verified, approx. 45 days after the close of the auction. Do not consign items if, in the event they remain unsold, you need them in your possession any sooner than 45 days after auction close. After 45 days, unsold items must be removed from auction house possession by consignor.

After 55 days from the close of an auction, unsold items must be removed, or storage fees of \$5.00 per item, per day will be incurred. There will be **NO EXCEPTIONS** to this necessary course. In the case of an unsold lot item, commission is waived. The Consignor's property will be insured under the Auctioneer's policy and the terms of the policy shall apply to the Consignor.

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**Louis J Dianni, LLC**

11110 West Oakland Park Blvd, Suite 314 Sunrise, FL 33351 U.S.A.

Phone: (954) 895-8727 | Fax: 888-371-4620 | Email: [LJDMarine01@gmail.com](mailto:LJDMarine01@gmail.com) | Website:

[www.LouisJDianni.com](http://www.LouisJDianni.com)

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**Louis J. Dianni**

**X**

5. Marketing expenses are incurred by the Auctioneer. The Auctioneer agrees to accept in person, absentee, online and phone bids on the Consignor's items and execute those bids competitively against all other bids.

6. The Auctioneer agrees to provide the Consignor with a statement of his items sold at the auction, along with the net proceeds approximately forty-five (45) days after the successful, completed sale of item(s).

7. The Consignor states by consignment of any item that he has clear title to that item, and that the item is free of encumbrances of any kind, including but not limited to estate issues. Should any issues of ownership arise after a completed sale, than any and all costs involved in rectifying any issues relating that sale, including attorney's fees, will be borne by the Consignor.

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Consignor Signature – **X**

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Date **X**

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*Louis J. Dianni*

Auctioneer/Louis J. Dianni, LLC.

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Date **X**

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