

Consignment Agreement

Consignor's Name:
Phone:
Email:

Item:
Serial Number/notes:
Condition:
Asking Price:
Commission: 30%
Additional Costs:

Terms:

1. **Consignment:** The Consignor hereby consigns to Lazar's Early Music the Property identified above, authorizes Lazar's Early Music, as the Consignor's agent, to offer such Property for sale and agrees to the terms and conditions stated in this Agreement. Items consigned to Lazar's Early Music are to be sold for a fixed, agreed upon price. All reasonable offers will be presented to the Consignor, at whose discretion will determine acceptance or rejection of the offer. The term of this Consignment Agreement, shall be until the Property has been sold or either party wishes to terminate the Agreement. Lazar's Early Music will pay the Consignor the net proceeds of the agreed upon retail sale amount stated in this contract less the agreed upon Commission

2. **Commission and Costs:** Lazar's Early Music will retain as its commission, thirty percent (30%) from the proceeds of the sale unless otherwise specified in this Agreement. Other amounts which may be outstanding include, but are not limited to: replacing missing parts, professional setup and/or cleaning, shipping to Lazar's Early Music, other expenses necessary for the sale of the item. All costs will be made known to the Consignor when Lazar's Early Music receives and inspects the item. Lazar's Early Music will do its best effort to communicate expected costs to the Consignor prior to receiving the item but some costs may not be realized until the item is fully inspected. If any additional costs arise after inspection Lazar's Early Music will contact the Consignor to either confirm or cancel the agreement.

3. **Warranties / Indemnity:** The Consignor warrants that he/she has the right to consign the Property for sale. The Property is free of all liens, claims, and encumbrances, that good title and right to possession will pass to the Purchaser free of all liens, claims and encumbrances, and there are no restrictions on Lazar's Early Music to reproduce photographs, graphic or digital representations of the Property. The Consignor agrees to hold Lazar's Early Music harmless from and against any and all claims, damages, liabilities and expenses (including reasonable attorney fees) and any losses including commissions, relating to the breach of any Consignor obligations. If Consignor is acting as an agent for a principal, Consignor and principal, jointly and severally, assume all of the obligations under this Agreement.

Consignor's Signature: _____

Date: _____

4. **Withdrawal:** If Consignor elects to terminate this Agreement after its execution and prior to the Property being sold, Consignor will reimburse Lazar's Early Music for all costs to prepare and market the Consignor's Property. Property may not be withdrawn because of an increase in estimate or retail price. Lazar's Early Music may withdraw any Property for sale at any time, especially if Lazar's Early Music believes there are doubts as to the Property's ownership, authenticity or attribution.

5. **Settlement:** Provided that Lazar's Early Music has received full payment from Purchaser and in the case of shipping, has been accepted by the Purchaser, Lazar's Early Music will pay the Consignor the net proceeds from the sale of such Property, less Commissions and any other amounts due Lazar's Early Music, on or before thirty (30) days from date of sale.

6. **Governing Law & Forum for Disputes:** The laws of Georgia shall govern the sales of Lazar's Early Music. Any disputes which may arise in connection with the sale of this Property, and all of the terms and conditions set forth herein, shall be governed by and construed in accordance with Georgia law. In the event that Lazar's Early Music needs to bring an action to enforce the terms and conditions herein and/or to collect any sum due and owing to it, Lazar's Early Music shall be entitled in addition to collect its reasonable attorney's fees, collection agency fees, and cost of suit.

Consignor's initials: _____