



houghtonhorns

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houghtonhorns.com

### Consignment Agreement

<b>Type:</b>	<b>Make:</b>	<b>Model:</b>	<b>Serial:</b>
<b>Accessories:</b>	<b>Country of Origin:</b>	<b>Asking Price:</b>	<b>Minimum Price:</b>

#### CONSIGNMENT TERMS AND CONDITIONS

- Preparing the instrument for sale.** Please allow 1-3 weeks for Houghton Horns LLC to prepare the Instrument for sale before posting photos on houghtonhorns.com. Houghton Horns LLC requires that all instruments placed on consignment be brought to "good" or better condition if needed (as determined by Houghton Horns LLC). Most instruments will need a cleaning or play condition service. Houghton Custom Horns LLC can provide these services if desired. Payment for any repair or maintenance services will be made to Houghton Custom Horns LLC upon completion of the work and before the instrument is listed by Houghton Horns LLC.
- Advertisement and Display.** Houghton Horns LLC will display the Instrument alongside a selection of other instruments in a retail location of Houghton Horns LLC. Houghton Horns LLC has the option to transport the Instrument to trade shows and workshops to be displayed for sale. After the Instrument is sold Houghton Horns LLC will warranty it for a year (unless it was listed in AS-IS condition).
- Costs.** The Instrument will be listed and sold for a price mutually agreed to by both the consigner and Houghton Horns LLC. The consignment fee will be equivalent to a percentage of the total final sale price of the instrument. The consignment fee percentage is specified in this consignment agreement and will be deducted from the proceeds of the sale.
- Payment.** A check in the amount of the proceeds of the final sale of the Instrument minus fees will be mailed to the Consigner by Houghton Horns LLC. This will be done within 7-14 days of the end of the buyer's trial period.
- Ceasing of Consignment.** Either the Consigner or Houghton Horns LLC can choose to cease the consignment of the Instrument at any time. If the consigner chooses to end the consignment within three months of the instrument's arrival at Houghton Horns LLC a \$100 fee payable to Houghton Horns LLC will be charged to the consigner. If the Instrument does not sell within one-year Houghton Horns LLC will end the consignment (does not apply to "specialty" instruments, i.e. single horns, descant horns, triple horns, natural horns, right-handed horns, rotary trumpets, alto trombones, etc). If a consignment concludes without a sale (for any reason) the Consigner will be responsible for the cost of any unpaid cleaning or repairs that may have been done to the Instrument and the cost of returning the instrument to the consigner.
- Transportation.** The cost of transportation of the Instrument to and from Houghton Horns LLC is the sole responsibility of the Consigner.
- Responsibility.** Houghton Horns LLC will make all reasonable efforts to protect the consigner's property. Houghton Horns will repair any major damage caused by accidents while in our possession at no charge to the Consignor. The Consigner agrees not to hold Houghton Horns LLC or any of its agents liable for loss in the case of theft, fire, terrorism, transit loss, natural disaster, or Act of God. Houghton Horns LLC recommends that the Consigner maintain insurance on their property.
- Stolen Property.** If it comes to the attention of Houghton Horns LLC that any instrument in our possession has been reported as stolen, law enforcement will be contacted, and the instrument will be handed over to the relevant authorities. The instrument will not be returned to the consigner and the consigner will be informed of the situation after it has been turned over to law enforcement.
- Jurisdiction.** The Consignment Agreement and all matters regarding the interpretation and/or enforcement hereof, will be governed exclusively by the laws of the State of Texas. All disputes arising in connection with the Consignment Agreement will be submitted to the jurisdiction of the courts in Tarrant County, Texas.

#### CONSIGNER'S INFORMATION

I (the consigner) certify that I am the legal owner of the instrument that is being placed on consignment with Houghton Horns. I certify that I have full power, right, and lawful authority to dispose of the trade-in. I certify that the instrument being traded in is not subject to any liens or encumbrances. I certify that all information provided is complete and accurate. I authorize collection of payment for all charges as indicated in this agreement. I agree to and understand all terms, conditions, and all other information contained in this agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Consigner's Name: (Must be 18 or older)</b>		<b>Player's Name:</b>	
<b>Consigner's Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Mobile Phone:</b>	<b>Work Phone:</b>	<b>Email:</b>	

#### OFFICE USE ONLY

<b>Houghton Horns Representative:</b>
<b>Consignment Fee:</b>
<b>Maintenance and/or repairs needed (include estimated cost):</b>
<b>Is the instrument being listed in "AS-IS" condition?</b>

Please attach a copy of a government-issued photo ID to this document (i.e. driver's license).