AUCTION CONSIGNMENT TERMS AND CONDITIONS

These terms apply to the accompanying Consignment Agreement (hereinafter referred to as the "Agreement") between the consignor/s, _____ (hereinafter referred to as the "Consignor"), and **Sedwick & Associates, LLC** (hereinafter referred to as the "Consignee"), acting as agent for the auctioning of each item (hereinafter referred to as the "Property") listed thereon.

1. Auction dates listed on the Agreement are subject to change. The auction will be governed by the standard auction terms and conditions listed in the auction catalog, a copy of which will be supplied to the Consignor free of charge.
2. Consignor warrants that there are no encumbrances on the Property and that the Property is genuine and as described in the Agreement.
3. Consignor agrees to pay a seller's fee (as listed on the Agreement) that is a percentage of the hammer price and subtracted from the price realized upon settlement with the Consignor after the auction.
4. In the event the Property does not reach a reserve amount specified by the Consignor, the Consignor agrees to pay a reserve fee (as listed in the Agreement) that is a percentage of the reserve amount upon settlement with the Consignor after the auction. Any property that does not reach the reserve amount will be returned to the Consignor at his/her expense unless otherwise specified by the Consignor. Consignor may lower or remove the reserve amount at any time but may not raise it unless expressly approved by Consignee.
5. Consignee reserves the right to offer any unsold Property after the auction. If there is no reserve amount, Consignee may offer the Property for less than the auction estimate.
6. While the Property is in Consignee's possession, it will be insured (at Consignee's expense) for the estimated value listed on the Agreement. In the event of loss or damage at any time, only the amount of the insurance proceeds (based on "full market value" and not the estimated value) will be paid to the Consignor.
7. Consignee does not guarantee that the amount realized for the Property at auction will approach, be equal to, or exceed the estimated value.
8. If warranted, Consignor will pay for any third-party grading fees (NGC or PCGS, for example). Consignee does not guarantee any results for third-party grading or approved conservation work.
9. If the Consignor bids on and wins back his own Property, Consignor shall pay the full buyer's fee, unless otherwise agreed.
10. Due to the vagaries of mail, phone and internet services, the Consignor expressly waives the Consignee's liability for failing to execute or to receive bids by mail, fax, phone or internet.
11. Consignee reserves the right to catalog, describe and group the Property in the manner he sees fit.
12. Consignee reserves the right to exclude any participants from the auction for any reason.
13. **Settlement shall take place within 45 days after the auction date**. If for any reason the sale of the Property is not complete by the settlement date, and the Consignor does not expressly agree to an extension of the settlement date or to subsequent auction by renewed agreement, the Property will be returned to the Consignor at Consignor's expense.
14. Consignee reserves the right to withdraw from auction and return the Property to Consignor at Consignee's discretion. In the event that the Property is returned to the Consignee after the auction for violation of any part of #2 above, Consignor agrees to pay Consignee for any financial liability resulting from this violation.
15. The accompanying Agreement, governed by these terms and conditions, is the entire agreement between the Consignor and Consignee concerning the consignment of the Property, and it supersedes any prior agreement or representation. This Agreement can only be changed in writing by both the Consignor and the Consignee. If any part of this Agreement is held to be unenforceable, the other parts of this Agreement shall continue to be in full force and effect; any part that is found to be unenforceable shall only be limited so that it shall be enforced to the fullest extent permitted by law. If any arbitration is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees. This Agreement shall be construed in accordance with, and enforced under, the laws and regulations of the state of Florida.

All terms above are hereby accepted and agreed by Consignor and Consignee:

_____ _____

Consignor Date Consignee Date