



1810-J York Road,#182  
 Lutherville, MD 21093  
 ++(1) (410) 866-1587  
 info@brassarts.com

**Consignment Agreement**

In consideration of the amount noted below as the Minimum Selling Price, and other good and valuable consideration,

Name:	
Address:	
Telephone:	
Email:	

hereinafter referred to as the Consignor and Brass Arts Unlimited, Inc., 1810-A York Road, #182, Lutherville, MD 21093, hereinafter referred to as the Consignee, hereby agree that the Consignee shall have the right to sell, on behalf of the Consignor, the Instrument described below according to the terms set forth in this agreement. Moreover, Consignor represents and warrants that said Instrument is the free and clear property of Consignor, and that the Instrument is being sold and conveyed without any encumbrance or lien whatsoever.

Said Instrument is described as:

Type	
Maker	
Serial Number	
Description	
Minimum Selling Price	

- I. Consignor agrees:
  - a. To allow Consignee to sell the above Instrument on behalf of Consignor in such a manner and in such a way as Consignee deems necessary, to allow Consignee to advertise the sale of the Instrument in any way Consignee deems necessary, and to allow Consignee to demonstrate or sell Instrument to any prospective buyer on approval with the right of refusal within seven days of receipt thereof;
  - b. To leave the Instrument in the possession of Consignee until the sale of the Instrument or until return to Consignor;
  - c. To pay a Consignment Fee to Consignor on sale of the Instrument in the amount of 10% of the actual selling price, or \$200.00, whichever is greater;

- d. To pay any Repair Fees due to Consignee for any reasonable repairs or maintenance deemed necessary by Consignee to market or sell the Instrument, said repairs being actually made in a good and workmanlike manner and documented on an invoice, as agreed upon between both parties either verbally or in writing;
- e. To pay for all reasonable Shipping Fees for shipping, handling, and insurance expenses to return Instrument to Consignor on Consignor's request, notwithstanding any pending or final sale of the Instrument;
- f. To notify Consignee immediately of any decision to have Instrument returned to Consignor, except that Consignor shall not have the right to have the Instrument returned if Consignee is engaged in the completion of a sale of the Instrument, whether or not that sale is final.

II. Consignee agrees:

- a. To hold Instrument and take full responsibility for it while in Consignee's possession;
- b. To inspect Instrument and to report to Consignor, either verbally or in writing, any defects found on the Instrument which are not noted above;
- c. To make diligent and reasonable efforts to sell the Instrument;
- d. To make all necessary arrangements, including shipping, handling, and insurance, the completion of any forms or agreements, or any other necessary arrangement or document required to effect the sale of the Instrument to a prospective buyer;
- e. To return the Instrument to Consignor at Consignor's request, notwithstanding any pending or final sale to a prospective buyer;
- f. To pay to Consignor the amount noted in Payment on Sale, above, after the completion of a sale of the Instrument;
- g. To pay to Consignor any amounts due from the actual sale price of the Instrument after satisfaction of any Fees due Consignee under this agreement.

This agreement shall be effective as of the later date signed below, and shall terminate as of the receipt by Consignor of the Instrument and after satisfaction of any and all amounts due to either party under this agreement.

This agreement shall be the entire agreement between Consignor and Consignee, and shall be interpreted according to the laws of the State of Maryland. In witness whereof we have set our hands as of the respective dates next to our signatures.

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Consignor's Signature

Date

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Brass Arts Unlimited, Inc.

Date

By: David C. Weiner, President