

Consignor Name: _____

Consignor #: _____

Endless Mountains Council of the Arts

302 W. Tioga Street, Tunkhannock, PA

570-836-3622

<http://emca.emcs.net/>

Consignor has requested that Endless Mountains Council of the Arts (EMCA) sell the property described below at public auction and EMCA has agreed to do so upon the following terms:

1. **Compensation:** For EMCA's services, EMCA will be entitled to retain from the proceeds 25% of the sale price. 20% of this amount will be retained by EMCA, and 5% will be donated to a charitable organization of EMCA's choosing.
2. **Payment to Consignor:** Payment to Consignor will be made within thirty (30) working days after items are sold. If buyer fails to pay for the consigned property, EMCA shall attempt to collect the sums due. However, if EMCA is unsuccessful in collecting the full amount due, EMCA may, at its option, may either rescind the sale and return the property to Consignor, or sell the property to the second highest bidder at his/her highest bid.
3. **Services Rendered:** EMCA reserves the right, in its absolute discretion, to accept or reject any bid; to remove any or all of Consignor's property from the sale; to determine in what manner to promote the auction; and to accept the return and rescind the sale of any property at any time if EMCA, in its judgment, determines that the sale of the property may subject EMCA and/or Consignor to any liability, including liability arising from alleged misdescription of the property.
4. **Sale:** At present EMCA anticipates Consignor's property will be sold at a sale scheduled for _____. This is an estimate only and may be reset at the sole discretion of EMCA. EMCA is authorized to sell any property post-auction that does not sell at that auction, so long as the sale price is approximately the same as the highest price sought to be obtained by EMCA at auction.
5. **Packing and Transportation:** Consignor is responsible for delivery of property to EMCA.
6. **Legal Status and Ownership:** Consignor represents and warrants that he/she is the owner of the personal property and has the right to sell the it. Consignor agrees to defend, indemnify and hold EMCA harmless from any and all costs, expenses, liabilities and damages, including reasonable attorney's fees, that EMCA may suffer or incur as a result of any claims that Consignor did not own the property; did not have authority to sign this agreement; or did not accurately describe the property.
7. **Waiver:** EMCA is not responsible for loss, theft or damage to Consignor's property.
8. **Entire Contract:** This document and schedule is the entire agreement between the parties, and any modification shall be of no force or effect unless in writing.
9. **Governing Law:** This agreement shall be subject to the law of Pennsylvania.
10. **Abandonment:** Any property not picked up within 30 days of the sale shall be deemed abandoned and *become* the property of the EMCA.

EMCA Representative

Consignor'

Signature

Date

Signature

Date

Print

Print

Tel #

E-Mail

SCHEDULE

Title: _____ Artist Name: _____

Medium _____ Description of Work: _____

Estimated Value \$_____ Reserve Price \$_____ **RESERVES:** We do not recommend reserves. If you choose to put a reserve on your work, and that work doesn't sell within 60 days, you will be charged a ten percent (10%) of the reserve fee.