



(division of RAB INDUSTRIES INC)

**CONSIGNMENT AGREEMENT**

The "Consignor"

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Home Telephone

\_\_\_\_\_  
Office or Mobile Telephone

\_\_\_\_\_  
E-Mail

The Consignor hereby authorizes Consignment Canada (a division of RAB Industries Inc.) to act as its agent, to sell the Property listed on the attached schedule entitled Consignment Receipt (the "Property"), subject to the Terms and Conditions of Business.

**The Property**

The Consignor represents and warrants that they have the right to consign the Property for sale and that they will transfer the right of possession to the purchaser, free of all liens, encumbrances, charges, requirements for consent, and all other restrictions or impediments to sale.

The Consignor warrants and represents to Consignment Canada that, with respect to the Property, the Consignor is:

Please initial one of the boxes below:

- The rightful owner(s) of the Property
- Agent for the rightful owner
- Executor, administrator, trustee, guardian, or a person
- Acting in a representative manner with due authority.

The Consignor, if married, represents and warrants to Consignment Canada that the Consignor's spouse has consented to the sale of the Property, pursuant to any

applicable law, necessary to ensure that the title of the Property shall transfer to the Purchaser free of any entitlement by such spouse, and that the Consignor is entitled to receive the proceeds of the property sold.

The Consignor hereby represents and warrants to Consignment Canada that the description of the Property as detailed on the Consignment Receipt is accurate.

The Consignor shall not withdraw or request to withdraw the Property for twelve (12) weeks from the date of receipt of the Property. Consignment Canada reserves the sole right to remove the Property from sale if, at Consignment Canada's sole discretion:

1. there is concern regarding the authenticity of the property
2. the Consignor has made a false or inaccurate warranty or representation; or,
3. The Consignor is in breach of this Agreement.

If the Consignor withdraws any Property in breach of this Agreement, or if Consignment Canada withdraws any Property under clause 2 or 3 of this Paragraph, then the Consignor agrees with Consignment Canada that a fair pre-assessment of damages are owing and payable to Consignment Canada. The charge payable to Consignment Canada shall be an amount equal to 20% of the high pre-sale estimate, plus incurred expenses including HST and those expenses set out in this Agreement. Consignment Canada will, upon receipt of such payment, return the Property to the Consignor, at the Consignor's expense. Property under clause 1 will not be subject to the payment of the penalty, but the Consignor shall be responsible for the expense to return such Property. If an item that is being withdrawn is not picked up within seven (7) business days of the request, the item(s) become(s) the property of Consignment Canada in lieu of storage fees.

If the item(s) are found to be on Craig's List after the item(s) has been placed in Consignment Canada's warehouse/store, Consignment Canada reserves the right to cancel the Consignor Agreement effective immediately and send all items back to the Consignor at the Consignor's cost.

If Consignment Canada has not sold the Consignor's Property after 24 weeks the Consignor will decide on one of the following options:

1. Lower the previously agreed high and low estimates for the Property and sell it for what we can.
2. Donate the Property to a charity.
3. Take back the Property

**The Sale**

The Property will be offered for sale as soon as possible after it is received, provided that such determination will be at the sole discretion of Consignment Canada, and shall be subject to reasonable postponement and delay. **The sale of all items in the consignment is a minimum 3 month process.**

The Consignor agrees to pay Consignment Canada 50% of the successful net sale price (Not including GST & PST) for

furniture, rugs & lighting. "Smalls" (china, crystal, collectables & figurines) are 60% to Consignment Canada and 40% to the consignor due to the amount of labour and research involved in selling these items. Consignment Canada will have the authority to partition the Property into Lots. Consignment Canada reserves the right, at any time and at its sole discretion, to withdraw any Property from sale.

The Consignor must either call or email Consignment Canada after a minimum (4-12) weeks to check on the status of their account and/or payment depending on the number of items on consignment. Consignment Canada does not call or email the Consignor with account status updates and/or when all items have sold.

Items may sell anywhere between the low and high value indicated on the inventory receipt. All items are appraised at the high value; the low value is 30% less. The items are not sold for below the low value.

**If we have not heard (via phone, email or letter) from the consignor within one year of the date of the inventory receipt any unsold items and funds due become the property of Consignment Canada.**

#### Expenses

The Consignor agrees to and shall be responsible for all Expenses in addition to Commission and irrespective of the sale of the property as follows:

- INSURANCE**  
The rate for "on premise" insurance will be \$25 per \$1000 of the high estimated value of the Property. Minimum \$25 charge.
- TRUCKING**  
The Consignor is responsible to pay and arrange for cartage of their goods to our warehouse. Consignment Canada can supply you with a list of local & long distance movers for you to get a quote from and book your pick-up. We can also organize the pick-up but the consignor must pay the moving company directly.

#### Settlement of Your Account

Consignment Canada will mail to the Consignor within 30 days of the end of the month following the date of the sale of the last piece of property in the inventory list, a cheque in the amount of the sale price of the Property received by Consignment Canada, less Consignment Canada's commission and expenses and any other amounts owing to Consignment Canada by the Consignor. Settlement and payment occurs once all items in the consignment inventory list have sold however partial payments can be made depending on the size of the consignment and/or amount of time it takes to sell the assets.

#### Liability

In no event will Consignment Canada be liable for damages to Property caused by shippers, transporters, or any independent contractors employed with the Consignor's consent, or for damages arising from changes in environmental conditions, or for inherent conditions or latent defects of the Property.

**All items must arrive SALE-READY, clean, polished, vacuumed and dusted. If items do not arrive sale-ready, consignors can be charged for the cost of repairs, cleaning or missing parts if it is deemed this is what is needed to make an item sale-ready. Please ensure all goods are cleaned & repaired before they arrive.**

#### Indemnity

The Consignor shall indemnify Consignment Canada completely, including reasonable legal fees, against all costs, claims, actions, damages or liabilities Consignment Canada may incur as a result of any breach by the Consignor of their warranties or representations made with respect to the Property or any terms of this Agreement as a result of any claim asserted by a purchaser or any other person arising from our activities resulting from this Agreement.

#### Terms and Conditions of Business / Consignment Receipt

The Consignor hereby agrees with Consignment Canada that the Consignment Receipt, attached to this agreement form part of and are incorporated into this Agreement, and the Consignor further agrees to be bound by the published terms of such Terms and Conditions of Business.

This Agreement is governed by the laws of the Province of British Columbia and the laws of Canada therein.

In Witness Whereof this Agreement has been executed by the parties to it

The \_\_\_ day of \_\_\_\_\_ 20

#### Consignment Canada

A division of RAB Industries Inc,  
171 Pemberton Ave, North Vancouver, B.C. V7P 2R4  
**Tel: 604 980-1110 [www.consignmentcanada.com](http://www.consignmentcanada.com)**  
**Email: [info@consignmentcanada.com](mailto:info@consignmentcanada.com)**

per: \_\_\_\_\_  
Authorized Signature / Director of Consignment Canada

I agree to all of the terms and conditions of this Agreement

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#### The Consignor

Please sign this Agreement and return it to Consignment Canada via email or fax: 604-980-1135