



**H.R. Harmer** *Global Philatelic Network, Inc.*  
2680 Walnut Ave Suite AB  
Tustin, CA 92780  
Telephone: 714-389-9178

## AUCTION CONSIGNMENT AGREEMENT

Thank you for consigning property to H.R. Harmer Global Philatelic Network. This confirms our agreement under which property which is consigned by you from time to time and which is accepted by us for an auction sale will be offered at auction. All property accepted shall be referred to as "Property". Property will be offered subject to the following terms and our General Terms and Conditions of Sale, which is posted on our website, [www.hrharmer.com](http://www.hrharmer.com).

The Property is consigned for our auction sale currently scheduled to be held on or about \_\_\_\_\_, 20\_\_\_\_ (the "Sale"). A listing of your lots and copy of our catalog will be mailed to you prior the auction.

You represent and warrant to us and the purchaser that you are the sole owner of the Property and that you have the right to consign the Property for sale; that the Property is now, and through and including its sale will be kept, free and clear of all liens, claims and encumbrances of others; that good title to and right to possession of the Property will pass to the purchaser free of all liens, claims and encumbrances; and that all the Property is authentic.

For our services, you agree to pay us an auction commission (the "Auction Commission") equal to \_\_\_\_\_20\_\_\_\_\_% of the aggregate amount of the process realized from the sale of the Property.

While in our possession, the Property will be fully insured. So we may state the value of the Property for the insurance policy, you estimate the aggregate value of the Property to be \$\_\_\_\_\_ (the "Insured Value"). You agree and understand that (1) the Insured Value you have claimed is for insurance purposes only and that we do not represent or guarantee that the amount the Property realized from the successful bid(s) at the Sale will be equal to or higher than the Insured Value; and (2) that the applicable insurance is not "Stated Value" and that there is an obligation only to pay "full market value" by the insurance carrier(s) shall completely satisfy our obligations the Property under this agreement.

The consignment of the Property made under this Agreement may not be withdrawn by you for any other reason, but we reserve the right to withdraw the Property from the Sale at any time prior to a final call for bids on the Property. We reserve the right to catalog, describe and group the Property in the manner we see fit and to determine in our sole discretion the date or dates of an auction and the manner of conducting the Sale. You agree that we are not responsible for losses to you caused by errors in cataloging or describing the property.

The amount of Proceeds realized from the Sale will be applied in the following order: (1) to the payment of the auction commission, (2) to an offset, which you authorize, against amounts you owe for the Property and other property you purchase, the Buyer's Fee on such purchases and other amounts due to us or any of our affiliated companies, including without limitation fees incurred in connection with the expertization services referred to in the next paragraph, (3) If you received a cash advance, to interest accrued on the attached Standard Note and Security Agreement, which you have executed (the "Note") and (4) if you received a cash advance, to payment or reduction of the principal amount of the Note. The balance of the amount the Property realized will generally be paid to you within 45 day after the date of the Sale. If you received or will receive a cash advance toward the proceeds of the Sale of the Property, the Note contains additional terms and conditions which are an integral part of this Agreement.

Notwithstanding the foregoing, no proceeds from the sale of any item of the Property will be paid to you while such item of the Property is being examined by an expertization committee to determine if the Property is authentic and as represented. Settlement will be made as detailed above upon the return subject Property to us with the expertization committee's determination that such Property is authentic and is as described in the catalog.

Consignor's signature/date

HRH authorized signature/date

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If the expertization committee determines that such Property is not authentic or is incorrectly described, we will return such Property to you and you will be liable for any fee charged by expertization committee.

If necessary, we assist to enforce payment by a purchaser. If a purchaser does not pay, and you and we do not agree on another course of action we reserve the right to cancel the sale and either return the Property to you, in which event we shall have no further obligation or liability to you under this Agreement, or re-offer the Property for sale at a later date. You authorize us, in our discretion, to impose on the purchaser and retain for our account a late charge if payment is not made in accordance with the Terms and Conditions of Sale. If we pay you all or part of the net sale proceeds for any lot of the Property, simultaneously with and to the extent of, any such payment, you assign to us any request evidencing this assignment and all of your representations, warranties and indemnities set forth in the Consignment Agreement shall apply to us or the Purchaser, as the case may be, with respect to such item. You shall have no rights as a third-party beneficiary or otherwise with respect to any agreement between us and a bidder for or purchaser of the Property.

Any part of the Property not sold at the Sale may, at our option, be re-offered by us for sale at a later date.

You acknowledge and agree that neither you nor anyone acting on your behalf or at your direction, whether as your agent or otherwise, may bid on the Property at the Sale.

Nothing herein shall create a principal/agent or other fiduciary relationship between us, and we specifically disclaim any such fiduciary relationship arising from or based on this Agreement or the consignment of Property hereunder.

This Agreement together with any related Note, is the entire agreement between you and us concerning the consignment of the Property, and it supersedes any prior agreement or representation. This Agreement can only be changed in writing executed by both you and us. If there is any part of this agreement that is held to unenforceable, the other parts of this Agreement shall continue in full force and effect. Any part that is found to be unenforceable shall only limited so that it shall be enforced to the fullest extent permitted by the law. You hereby indemnify and hold us harmless from any and all claims, liabilities, losses, damages and other expenses, including reasonable attorney's fees and reasonable costs of investigation, arising out of or relating to any breach of any representation or agreement made by you hereunder. This agreement shall be construed in accordance and regulations of the state of California, and you agree that any action pertaining to or arising from this Agreement shall be venued in the State of Federal Courts of California.

**CONSIGNOR Name, Address, Phone Number and E-mail**

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**Consignor Signature**

**Accept and Agreed**

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