



Dorothy Sloan - Books

Box 4825 Austin, Texas 78765-4825
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(512) 477-8442 Fax (512) 477-8602

AUCTION CONSIGNMENT AGREEMENT

Consignor:

Consignee:

Dorothy Sloan-Rare Books, Inc.
P. O. Box 4825
Austin TX 78765-4825
Private phone (325) 379-1693
Office phone (512) 477-8442
Fax (512) 477-8602
e-mail:
Personal: DorothySloanRareBooks@earthlink.net
Office: rarebooks@dsloan.com

This consignment agreement confirms agreements entered into by consignor and consignee (hereinafter "Dorothy Sloan-Books") in which Dorothy Sloan-Books will undertake to sell certain property (as described in the "Description of Property," which shall form a part of this agreement) at a forthcoming public auction of Dorothy Sloan-Rare Books, Inc. Consignor grants to Dorothy Sloan-Books the exclusive right to sell the property subject to the provisions set forth below.

Reserve, Net Price, & Commission: Each item in the "Description of Property" will be carefully researched to assure that the reserves and estimates will be intelligent and fair. The reserve for each lot will be established by Dorothy Sloan-Books, based upon the results of Dorothy Sloan-Books' knowledge, hands-on examination, and research.

After researching the value of the property, Dorothy Sloan-Books will notify the consignor of the evaluation and proposed reserve. If

the consignor disagrees with a proposed reserve, the consignor shall notify Dorothy Sloan-Books within fourteen days of receiving the reserve appraisal. If the consignor and Dorothy Sloan-Books are then unable to reach agreement on a reserve within thirty days, Dorothy Sloan-Books will return the property in question to the consignor.

No property will be sold for less than the reserve.

The commission to be paid to Dorothy Sloan-Books from the proceeds of the sale will be a percentage of the hammer price as follows:

30% for items that sell for \$200 and below
25% for items \$201 to \$2,000
20% for items \$2,001 to \$10,000
15% for items \$10,001 to \$30,000
10% for items \$30,001 and above

Dorothy Sloan-Books may assess a buyer's premium on each lot sold. Such buyer's premium will be added to the hammer price, forming the "purchase price" of the lot, which is payable by the buyer. Any such buyer's premium is excluded from establishing the consignor's proceeds from the sale, which shall be determined based solely upon the hammer price of the lot, as described above.

Once this consignment agreement is executed, consignor may not withdraw the property. Once the property is delivered to Dorothy Sloan-Books, with this agreement and the "Description of Property" as the formal receipt, Dorothy Sloan-Books assumes full responsibility and risk for the consigned material. Dorothy Sloan-Books will maintain insurance on the property against loss, damage, or theft. Should loss, damage, or theft occur, Dorothy Sloan-Books will pay the consignor the reserve less 10% commission.

Dorothy Sloan-Books will pay all costs of publishing and distributing the auction catalogue, which may be a printed, paper catalogue or by publication on the Dorothy Sloan-Books web site. Dorothy Sloan-Books will not charge consignor any other fees (such as photography) or a "buy-back" fee.

Settlement for sold property will be made within thirty days of receipt of payment for the property. Consignor's proceeds from the sale will be the hammer price realized at the sale less the commission to Dorothy Sloan-Books, as described above.

If an item does not make the reserve or is withdrawn for any reason, it will be returned to consignor within forty-five days of the auction. During that forty-five-day period, consignee will retain an

exclusive right to sell the property for not less than the reserve. Consignee may charge a buyer's premium to be paid by the buyer. The consignor's proceeds will be based upon the sale price (excluding any buyer's premium) using the percentages stated above. Settlement will be made with the consignor within thirty days of receipt of payment for such post-auction sale.

Consignor declares that he or she is the legal owner of the described property and has and will continue to have the right to legally convey title to the material inventoried in the "Description of Property," that it is and will remain free and clear of liens, encumbrances, and claims of third parties; and that clear title and right to possession will pass to the purchaser. Consignor will indemnify, defend, and hold Dorothy Sloan-Books harmless from and against any claims, suits, losses, damages, liabilities, and expenses arising from any breach or failure of any of consignor's representations and warranties contained in this agreement. If requested, consignor will provide a statement of provenance.

Consignor and Dorothy Sloan-Books agree to and fully understand the above terms. This agreement constitutes the entire agreement between consignor and Dorothy Sloan-Books, which may be changed only in writing.

Description of Property:

Signed in duplicate originals.

DOROTHY SLOAN-RARE BOOKS, INC.

Consignor

Date: _____

Consignee

Date: _____

Dorothy Sloan is a licensed auctioneer in the State of Texas (License #10210). Inquiries may be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711. Telephone: (512) 463-6599.