2026

MARTIN AUCTIONEERS, INC.

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CONSIGNMENT SALE CONTRACT FOR ANTIQUES, APPOINTMENTS AND HORSE RELATED ITEMS

The undersigned consignor hereby enters antiques or horse related items listed on attached schedule, (hereinafter, consigned items) for sale at auction to be held by Martin Auctioneers, Inc. as consignee on **October 16, 2026 , in Lebanon, PA**, subject to the following terms and conditions.

1. Consignor shall deliver the consigned items to the place of sale at Consignor's expense, subject to the direction of consignee. Martin Auctioneers, Inc. reserves the right to withdraw any property at any time before actual sale.

2. No consigned items shall be withdrawn from sale by Consignor unless such withdrawal is approved in writing by Martin Auctioneers, Inc. Consignor assumes all risk of loss for destruction of or damage to the consigned items by fire or other natural cause and for any loss resulting from the theft of or the intentional or malicious damaging of the consigned items by any person or persons. Upon the consigned items being knocked off or otherwise sold to any buyer, all risk of loss as aforesaid shall become the responsibility of such buyer.

3. In storing and selling the consigned items, Martin Auctioneers, Inc. is acting only as agent of Consignor. The Consignor guarantees there are no liens or encumbrances upon said consigned items and that no interests in the said consigned items other than that of Consignor exist. Consignor agrees to defend and hold harmless Martin Auctioneers, Inc., its agents and/or employees, from any claim, action, suit, or cause of action, which may arise against Martin Auctioneers, Inc., its agents and/or employees, as a result of the breach or alleged breach by Consignor of these warranties. Consignee shall have a period of not less than fifteen (15) business days after the date of sale in which to settle all accounts with Consignor.

UNDER ALL CIRCUMSTANCES, MARTIN AUCTIONEERS, INC., IS ACTING ONLY AS AGENT OF CONSIGNOR AND SHALL NOT, UNDER ANY CIRCUMSTANCES, BE DEEMED PURCHASER OF THE CONSIGNED ITEMS IN THEIR OWN RIGHT. IN EXECUTING THIS AGREEMENT, CONSIGNOR HEREBY DESIGNATES MARTIN AUCTIONEERS, INC., AS AGENT OF CONSIGNOR FOR THE SALE OF THE CONSIGNED ITEMS AND AUTHORIZES IT, THEIR AGENTS AND EMPLOYEES, TO SELL THE ITEMS AS HEREIN PROVIDED.

4. Consignees shall be entitled to commissions to be calculated on a per item or per lot number basis in accordance with the schedule set forth below, which Consignees shall deduce from the proceeds, regardless of whether the purchase is the Consignor or a person designated by the Consignor.

(A) **$30.00 Minimum on all lots $50.00 and under of 50% per lot/item.**
(B) $30.01 to $50.00, the commission rate shall be fifty percent (50%) per lot/item
(C) $50.01 to $100.00, the commission rate shall be thirty percent (30%) per lot/item.
(D) $101.01 to $500.00, the commission rate shall be fifteen percent (15%) per lot/item.
(E) $500.01 and over, the commission rate shall be twelve percent (12%) per lot/item.

5. All consigned items bought back for or by the owner are not the responsibility of Martin Auctioneers, Inc., or the auctioneers, and must be removed from the sale site within twenty-four (24) hours of last sale day. Martin Auctioneers, Inc., or auctioneers will not be held responsible for error in executing a reserve bid.

6. Consignor understands private sales shall not be conducted on auction premises.

7. Consignor, by executing this Agreement, authorizes and directs Martin Auctioneers, Inc., to deduct from the proceeds, after deducting there from all commissions due under Paragraph 4, any and all sums which be owing from Consignor to Consignee.

8. Consignor certifies that he has read and fully understands all terms and conditions hereof. Consignor further certifies that the address and telephone number appearing beneath his signature below are his true and correct address and telephone number. ***THIS CONTRACT IS NOT VALID UNLESS EXECUTED BY MARTIN AUCTIONEERS, INC***

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____day _____, 20_____ intending to be legally bound hereby.

By:_____
Agent for Martin Auctioneers, Inc.

C#-_____

Please attach listing & description of your consignment items for this auction. To be included for online auctions, we require multiple, good quality photographs, detailed descriptions & measurements.X

Consignor Signature

_____
Consignor Printed Name

_____
Consignor Address

_____
Address

_____
Consignor Phone Number & Email Address