

**CONSIGNMENT CONTRACT**

Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, **2022** for the sole purpose of selling the items of the estate, by and between **Hall's Appraisals Ltd.** (Hereafter referred to as Frank Hall Appraisals and Estate Sales) and \_\_\_\_\_ who hereby warrants that he/she is the legal Owner of the property (hereafter referred to as "Client") or is the "Personal Representative" of an Estate (hereafter referred to as "Client").

**STATUTORY DECLARATION**

To wit: I, \_\_\_\_\_ of the city of \_\_\_\_\_ in the province of \_\_\_\_\_.

**DO SOLEMNLY DECLARE**

1. The personal information I provided for the purposes of this contract is true and correct.
2. I am the owner/agent of the item(s) listed in the List of Consigned Item(s).
3. The said item(s) is not subject to any mortgage, charge, lien or encumbrance.
4. I have listed the said item(s) with Hall's Appraisals Ltd. of the City of Calgary, in the province of Alberta, and that this declaration is furnished to them pursuant to the provisions of the "Fair Trading Act, Public Auctions Regulations", Section 7.
5. I have read and agree to the terms and conditions outlined in this Contract.

**DECLARED BEFORE ME**

At the city of \_\_\_\_\_ in the province of  
Alberta.  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
A Commissioner of Oaths in and for the Province  
of Alberta.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
CLIENT NAME (PLEASE PRINT)

\_\_\_\_\_  
Email:

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Date:

## TERMS AND CONDITIONS

### 1. Services We Will Provide:

- a) **Organization:** Frank Hall Appraisals and Estate Sales will organize, arrange, display, photograph and post online all items to be sold. If, during that process, Frank Hall Appraisals and Estate Sales encounters items that appear to be of especially sentimental value, or we encounter especially valuable items you have not told us about, we will consult with you.
- b) **Integrity Clause On Site Sale:** Sales commission of 30% will be deducted on any "priced to be sold" items that are removed from the sale.
- c) **Client Participation:** It is preferred that the Client not be on premises during sale/viewing days. We understand this is a sensitive time for all family members involved and being present often makes the potential customers uncomfortable, which could result in less sales.
- d) **Pricing:** We will determine and set the selling price of all items by way of "fair market value" and liquidation pricing, and by using the best discretion on selling price trends and/or estimate for online sales. All items shall be sold "AS IS" and without warranty of any kind, expressed or implied, unreserved for online sales, and Client shall indemnify Frank Hall Appraisals Ltd., against any such claims.
- e) **Advertising:** We will arrange for appropriate advertisements regarding the sale to appear in the appropriate media regarding your sale.
- f) **Conduct of Sale:** Frank Hall Appraisals and Estate Sales will conduct the sale in a professional and efficient manner. To assist with the sale, we will hire individuals as needed, from a pool of honest, experienced, and reliable individuals familiar to us, and the integrity we demand for our services. Unless you instruct us otherwise, we will conduct the sale with two objectives:
- i. To sell every available item; and
  - ii. To maximize the proceeds from the sale.
- g) **Disposal of unsold items:** There will be unsold items at the conclusion of the sale. We will gladly suggest names of charities that will pick up the unsold items if you like.
- h) **Records and Receipts/ Payment:** Within ten business days after the conclusion of the sale we will make available to you a printed summary of sale results showing the gross sale proceeds, itemized fees deducted, and the net proceeds distributable to you. You will receive a cheque within 10 business days following the sale, less expenses, payable to the signature on Estate Sale Agreement.
- i) **Payment accepted:** All Estate Sale purchases can be paid by either Cash, Cheques, e-transfer, Visa or MasterCard.

**2. Fees and Expenses.** Online sales are based on a commission percentage, this percentage may be item specific in agreed upon cases. The commission owing to Frank Halls Appraisals and Estate Sales for this contract is 30% plus GST. If any items are excluded from that they will be listed below with the agreed upon commission. There is a minimum of **\$35.00 commission** plus GST per lot.

**Additional Fees and Expenses.** If a sale/item requires extraordinary services before or after the sale, we will perform specified work with your prior permission, cost to be deducted from your proceeds. All additional expenses will be agreed to in writing prior to service(s) being performed.

**3. Termination of this Agreement.** This agreement may be terminated by either party for any reason at any time prior to the commencement of the sale. If we terminate the agreement, we will not be entitled to any compensation unless you have agreed otherwise. If you terminate the agreement, you agree to pay us for all services provided prior to the time you notify us of the termination, at the following rates: \$175.00/hr administrative cost, \$50.00/hr all other personnel. In that event, we will provide you with an itemized list of the personnel engaged and the hours they worked.

**4.** If any provision of this Agreement should later be deemed to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**5. Insurance.** The client is responsible for their own insurance of consignments up to the date of the sale.