Estate Services

CONSIGNMENT CONTRACT

Agreement is made this _____ day of _____, 2024 for the sole purpose of consignment, by and between **Frank Hall Estate Services LTD.** (hereafter referred to as "Frank Hall ES", "we", and "our")

and _____ (hereafter referred to as the "Client") who hereby warrants that he/she is the legal owner of the property or is the Personal Representative of an estate (hereafter referred to as the "Client").

STATUTORY DECLARATION

To wit: I, _____ residing in _____ in the province of _____

DO SOLEMNLY DECLARE THAT

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 on the Frank Hall ES Intake Form.
3. The listed item(s) is not subject to any mortgage, charge, lien, or encumbrance.
4. I have listed said item(s) with Frank Hall ES of the city of Calgary, in the province of Alberta, and that this declaration is furnished to them pursuant to the provisions of the "Consumer Protection Act, Part 12".
5. I have read and agree to the Terms and Conditions outlined in this Contract.

DECLARED BEFORE ME

In the city of _____, in the province of Alberta, on this _____ day of _____, 2024.

Client Signature: _____ Client Name: _____

Address: _____

Email: _____ Phone: _____

I give permission to Frank Hall Estate Services to use my name in any advertisement _____

_____

A Commissioner for Oaths in the province of Alberta, Commission expires: _____

#201, 5240 – 1A St. SE Calgary, AB, T2H 1J1
Phone #: 587-351-6878 Email: info@frankhallea.com
www.frankhallestatesales.com

<h1 align="center">TERMS AND CONDITIONS</h1>

1. **FHES expectations:**
    a. **Organization:** Frank Hall ES will organize, arrange, display, photograph, and post online all items to be sold. If, during that process, Frank Hall ES encounters items that appear to be of especially sentimental value, or we encounter especially valuable items that were previously not disclosed to us, we will consult with you to our best effort.
    b. **Client Participation:** the Client swears to not place any bids on any items that they have consigned to us or ask others to bid on their behalf. It is preferred that the Client not be on premises during sale/viewing days. We understand this to be a sensitive time for all family members involved and being present often creates an uncomfortable atmosphere for potential customers, which directly results in less sales.
    c. **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 estimates for online sales. All items shall be sold "AS IS" and without warranty of any kind, whether express or implied.
    d. **Advertising:** We arrange for appropriate advertisements to appear in the appropriate media outlets regarding your sale.
    e. **Conduct of Sale:** Frank Hall ES will conduct the sale in a professional and efficient manner. To assist with the sale, we may hire consultants 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 (2) objectives, namely:
        i. **To sell every available item;** and
        ii. **To maximize the proceeds from the sale**
    f. **Disposal of Unsold Items:**
        i. In the event of any items being unsold, they will be available for pick up immediately following the closing day of the sale (example; if the auction ends on a Sunday evening, unsold items are to be remanded back to the Client on the following Monday or Tuesday). If any items have not been picked up or arranged for pick up within 2 weeks of contact from FHES, you agree to surrender those items to FHES to be handled at our discretion.
        ii. We may request the Client's permission to try unsold items in a later sale, in which case we will arrange handling and storage until such time as their sale.
    g. **Records, Receipts, and Payments:** Within (10) business days after the conclusion of the sale we will make available to the Client a printed summary of sale results showing the gross sale proceeds, itemized fees deducted, and the net proceeds distributable to the Client. Cheques are normally prepared and mailed out (10) business days following the sale, less expenses, payable to the Client.
    h. **Payment Accepted:** All invoices can be paid by either cash, cheque, e-transfer, Visa, or MasterCard.
2. **Fees and Expenses:**
    a. Online sales are charged a 30% commission of the hammer (sold) price. If any items are to be excluded from the 30% commission, they will be listed separately with the agreed upon rate.
    b. All lots will be charged a $35.00 CAD handling and photography fee, to be either:
        i. taken out of the commission fee, or
        ii. charged to the Client in the event the commission value is less than $35.00 CAD, or
        iii. charged to the Client in the case of an unsold item.
    c. If a sale/lot requires extra services (see Section 1-e), we may perform work with the Clients prior permission, with the cost to be deducted from the Clients proceeds. Services rendered that are less than 20% of the estimated median value of the lot will be performed and charged at the discretion of FHES. Any services that exceed the value will be communicated to the Client prior to action.
    d. **Reserve Fee:** The Client may choose to place a reserve price upon their lots, however in the event of the reserved lot being unsold, the Client agrees to pay to FHES a Reserve Fee of $90.00.
3. **Termination of this Agreement:** This agreement may be terminated by either party for any reason at any time prior to the auction opening. If terminated by FHES, we surrender all rights to payment unless agreed upon otherwise. If the Client terminates the agreement either entirely or on a lot-by-lot basis, the Client shall owe to FHES for services rendered until termination $75.00/lot removed, or $75.00/hour. In that event, we will provide the Client with an itemized list of the personnel engaged and the hours charged.
    a. **Integrity Clause:** If, during the bidding cycle of an auction, the Client removes a lot from FHES, they agree to pay the commission rate of the median value price of that lot or of the next winning bid, whichever is higher to FHES.
4. **Insurance:** The Client is responsible for insuring their items up to the date of the sale.
5. If any provisions of this Contract should later be deemed invalid or unenforceable, the balance of this Contract shall remain in full force and effect.

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