The seller agrees that a collection of one or more antique radios or radio-related items that he/she owns is to be consigned and auctioned off at auction by the Mid-Atlantic Antique Radio Club (hereafter referred to as MAARC), with the terms and conditions listed below. MAARC representatives will work with him/her to prepare a mutually-agreed upon list of the items to be sold.

The seller states that he/she is the sole owner of the property to be auctioned. If the seller is putting forth items on behalf of others, the seller will provide signed documentation indicating the property owner and that he/she has full authority to sell such property. The owner is advised that any insurance coverage for loss or damage of property will be obtained by the owner. It is the responsibility of the seller to report and to pay any taxes that may be due on these transactions.

The auction will be held in conjunction with either MAARC's RadioActivity, RadioFallFest, or other advertised event. MAARC will advertise this event, at its discretion, in its own publication, *Radio Age*, as well as other publications reaching the antique radio community. MAARC will also announce the auction on its web site (www.MAARC.org). MAARC will also sell other consignment items at this auction and reserves the right to charge a different commission for other consigners. Once the items are listed, the seller agrees that no listed items will be withdrawn from auction.

Transportation to the auction options (only mark one):

[\_ \_] Seller will be responsible for, and arrange for items to be transported to the auction venue when it is available to receive consigned items. Seller will be responsible for any associated costs. Items must arrive at the venue a sufficient time prior to auction start to allow for unloading, tagging, and pre-auction check-in.

[\_ \_] A MAARC volunteer will pick up the items at a prearranged day and time prior to the auction and MAARC will arrange for items to be transported to the auction and checked-in.

[\_ \_] MAARC will provide a truck or van and a crew of people to pack the items and transport them to the auction site. The seller will provide access to his/her house to permit this crew to pack and load the items at a mutually agreed upon date prior to the auction. All expenses to transport the items will be paid by the seller or property owner. These expense items may include, among other things; vehicle rentals, packing boxes, tape, identification tags, bubble wrap, packing blanket rentals, hand truck rentals, load stabilizing bar rentals, dolly rentals, etc. It is expected that the labor associated with this cataloging, packing and transport will be done by volunteer help. Should it prove necessary to hire help for this task to be completed the seller will be notified in advance.

The seller agrees to hold harmless the Mid-Atlantic Antique Radio Club and/or its representatives from liability and any claims, including attorney fees, suits, and judgments, due to injuries or property damage resulting from activities related to the event.

There will be no reserves or minimum bids on these items, and all items are to be sold. If an item does not sell, MAARC reserves the right to dispose of the item. The auction commission for MAARC Members will be 10 percent (10%) of the selling price, with a minimum of $1 per item and maximum limit of $50 per item. Non-member estate auctions will be charged a commission rate of 15 percent (15%) for items selling above $10 with no limitation on the commission cap and a minimum commission of $1 for items selling for $10 and below. For special events, such as RadioActivity and RadioFallFest, MAARC will charge a minimum of $1 per lot consigned regardless if it sold or not. Seller pays all other costs such as truck rentals and special advertising. Following the auction, a check for the proceeds of the sale of the items less the commissions specified above will be written to the seller within three weeks of the auction. A check will be sent to the address below.

Everything is sold as is, where is. The last bid at an auction is an oral contract and is legally binding. All sales are final. Buyers are responsible for their purchases. All purchases must be settled before removing items from premises. MAARC reserves the right to choose alternative forms of auction formats, such as silent auctions or walk around auctions rather than the normal monthly auction format. The auctioneer has final authority over all decisions during an auction. During the course of an auction, the auctioneer has the right to divide or combine any lot or withdraw any lot or lots from the auction. The auctioneer may bid on behalf of a buyer. Announcements by the auctioneer at the auction block takes precedence over printed matter or published auction schedules.

This is the entire agreement between the Mid-Atlantic Antique Radio Club and the seller.

**CLOSING**

We are pleased to have the opportunity to offer our services to you and look forward to working with you. Your acceptance of the above terms and conditions of this agreement is indicated by your signature below.

Acknowledgements:

(Sign and date)

MAARC representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(print your name)*

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

Seller, or Legal Representative of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Estate:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(print your name)*

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

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

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