



## *Dorothy Sloan - Books*

Box 4825 ☐ Austin, Texas 78765-4825  
e-mail: rarebooks@sloanrarebooks.com  
(512) 477-8442 ☐ Fax (512) 477-8602

### 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) by private treaty sale. Consignor grants to Dorothy Sloan-Books the exclusive right to sell the property subject to the provisions set forth below.

Each item in the "Description of Property" will be carefully researched by Dorothy Sloan-Books to establish a retail price that is intelligent and represents the fair market value. After researching the value of the property, Dorothy Sloan-Books will notify the consignor of the evaluation and proposed retail price. If the consignor disagrees with a proposed price, the consignor shall notify Dorothy Sloan-Books within fourteen days. If the consignor and Dorothy Sloan-Books are then unable to reach agreement as to price within thirty days, Dorothy Sloan-Books will return the property in question to the consignor.

The commission to be paid to Dorothy Sloan-Books from the proceeds of the sale will be a percentage of the actual sale

price. For direct sales to individuals or institutions, the sale price will normally be the established and published retail price. In the case of a sale through a commissionable broker or to a dealer, the sale price will be the published retail price less any sales commission or dealer discount.

The percentage commission to be paid to Dorothy Sloan-Books from the proceeds of each item sold will be as follows:

40% of the sale price for \$100 or less sale price.  
30% of the sale price for over \$100 sale price.

Once the 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. Should loss, damage or theft occur, Dorothy Sloan-Books will pay consignor the retail price less the commission to be paid to Dorothy Sloan-Books, as stated above.

Settlement will be made within thirty days of Dorothy Sloan-Books receiving payment for the consigned material. Consignor's proceeds from the sale will be the sale price less the commission to be paid to Dorothy Sloan-Books. Dorothy Sloan-Books will not charge consignor any additional fees (such as for photography, insurance, etc.).

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: XXXXXXXXXXXXXXXXXXXX pages appended.

Signed in duplicate originals.

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DOROTHY SLOAN-RARE BOOKS, INC.

\_\_\_\_\_  
Consignor

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

\_\_\_\_\_  
Consignee

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