

Auction Consignment Agreement

This CONSIGNMENT AGREEMENT (this "Agreement"), is made on _____, by and between _____ ("Seller") and Premium Access, dba Auction Ten, a California corporation ("Agent").

WHEREAS, Agent is an auction company that intends to conduct an auction on _____ (the "Auction Date") at 2201 Plaza Dr., Rocklin, California (the "Auction"); and

WHEREAS, Seller desires that Agent sell the items listed on Schedule A attached hereto (the "Items") on Seller's behalf at the Auction under the terms and conditions of this Agreement.

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledge, the parties hereto hereby agree as follows:

1. Auction Sales.

a. Agent agrees to offer the Items for sale, on Seller's behalf, to the highest bidder at the Auction and to conduct the auction in accordance with California Civil Code Sections 1812.600 through 1812.609.

b. Agent agrees to sell, on Seller's behalf, each Item to the bidder placing the highest bid on each such Item at the Auction at price of such bid.

c. Agent may, at its option, offer any Item for sale, on Seller's behalf, through the eBay website to the highest bidder.

d. Agent shall pay to Seller the price of the highest bid received for any Item that is sold in the Auction or through eBay, less (i) Agent's forty percent (40%) commission for its services hereunder, (ii) any applicable credit card service charge, (iii) any applicable listing fees or shipping fees if such Item is sold through eBay and (iv) a cleaning fee of \$25.00 per hour for the cleaning of any Item that requires cleaning in order to be in a saleable condition on the Auction Date. Settlement will be made with the Seller within thirty (30) days of the Auction, any subsequent auction or completion of the sale of any Item through eBay.

e. Seller shall deliver the Items to 2201 Plaza Dr., Rocklin, California (the "Auction Location") not less than three (3) days prior to the Auction and shall make arrangements with Agent as to the date and time for Agent's acceptance of the Items. For a fee of \$25.00 per hour, per person and an additional mileage charge of \$0.52 per mile, Agent shall pick up any Items that Seller is unable to deliver to the Auction Location.

f. Seller shall make arrangements with Agent to retrieve any Items that do not sell in the Auction from the Auction Location within seventy-two (72) hours of the completion of the Auction. Seller may opt to have the Items delivered for the delivery fees specified in Section 1(e) above. If the Items are not retrieved as specified in this Section 1(f), Agent shall charge Seller a storage fee of forty-five dollars (\$45.00) per day, per 20 inch x 48 inch folding table (a "Storage Table") necessary to hold the Items and a storage fee of forty-five dollars (\$45.00) per day per Item that is too large to fit on a Storage Table. If the Items are not retrieved within seventy-two (72) hours of the subsequent auction, the storage fees specified in this Section 1(f) shall apply.

g. If Seller elects to enter any Items in another auction conducted by Agent at the Auction Location, no storage fee with respect to such Items shall be charged to Seller by Agent between the Auction Date and the date of the subsequent auction. No storage fee shall be charged to Seller with respect to any Item during the time as such Item is listed on eBay, but shall apply within seventy-two (72) hours of its removal from eBay if it does not sell.

h. If any Items are left on Agent's premises for fifteen (15) days following an auction in which Seller had entered such Items for sale by Agent or following its removal from eBay if it does not sell, with no agreement between Seller and Agent to enter those Items in any future auction, such Items shall be deemed abandoned by Seller and shall become the property of Agent.

i. Upon execution of this Agreement, Seller may not withdraw any Item from the Auction, without the written consent of Agent. Agent may withdraw any Item from the Auction if there is any doubt as to the authenticity of the Item or if Agent determines, in its sole discretion, that the sale of such Item would not be in the best interests of Agent and/or Seller.

j. Agent may reschedule or cancel the Auction, with no liability to Seller, if it determines, in its sole discretion, that conducting the Auction on the Auction Date will not be in best interests of Agent and/or Seller.

2. Seller's Representations and Warranties.

a. Seller represents and warrants that he is the legal owner of each Item and holds good and merchantable title to each Item, free and clear of any liens and encumbrances.

b. Seller represents and warrants that any and all information he provides to Agent regarding any Item is true, accurate and complete in all material respects and that Seller has not withheld from disclosure any known or unknown material problems or flaws with respect to any Item.

3. Agent's Representations and Warranties.

a. Agent represents and warrants that it is authorized to conduct the Auction pursuant to California Civil Code Section 1812.600 and holds Bond Number 79003463397 which is registered with the California Secretary of State.

4. Seller's Covenants.

a. Seller agrees that he will not manipulate or attempt to manipulate the price of any Item at the Auction by colluding with third parties, bidding on the Item himself or by any other means.

b. Seller shall maintain adequate insurance for loss, theft, fire or other occurrence on each Item while such Item is held by Agent.

5. Indemnification.

a. Seller hereby agrees to indemnify and defend Agent from and against any claims, liabilities and expenses arising out of or in connection with (i) breach of any Seller's representations and warranties or covenants hereunder; (ii) any warranty or product liability claims with respect to any Item sold in the Auction; (iii) any claim by a third-party claiming or challenging the title to any Item sold in the Auction; and (iv) any act or omission by Seller or his agents relating to or affecting any Item sold pursuant to this Agreement.

6. Limitation on Liability

a. Agent shall have no liability to Seller in the event that any buyer of any Item defaults and fails to consummate the transaction.

b. Agent shall have no liability to Seller for any damage occurring to any Item during the Auction or while such Item is located on Agent's premises, except to the extent that such damage results from the gross negligence of Agent or Agent's employees or agents.

c. In no event shall Agent have any liability to Seller for any consequential or punitive damages, including, but not limited to, lost profits.

7. No Other Agreements; Amendments.

a. There are no oral agreements between Agent and Seller relating to the subject matter hereof, and this Agreement supersedes and cancels all prior negotiations, correspondence, and agreements, if any, whether oral or written. This Agreement may be amended only by a written agreement executed by the Agent and the Seller.

8. Notices.

a. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Agent:

Premium Access
2201 Plaza Dr., Suite 500
Rocklin, CA 95765
Tel: (916) 772-3333
Fax: (916) 772-2233

If to the Seller:

9. Governing Law.

a. This Agreement shall be governed by and construed and enforced in accordance with the local laws of the State of California applicable to agreements made and to be performed entirely within the State.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by them or their duly authorized representatives as of the date first written above.

PREMIUM ACCESS

By: _____
Dr. Gloria Freeman
President

SELLER

By: _____
Print Name:

Schedule A

Item No.	Description of Item
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