



LION AND UNICORN CONSIGNMENT AGREEMENT

This Agreement entered on the date written below between Lion and Unicorn, LLC (hereinafter referred to as "Auctioneer") and the undersigned, (hereinafter referred to as "Consignor"). Consignor shall include by this reference be the Seller and Owner of the property being consigned.

- 1. Consignment.** Consigner hereby consigns to Auctioneer and, employs said Auctioneer to sell at an upcoming auction, in any auction format including but not limited to, live-onsite, live or timed online only or live-onsite combined with online bidding. This Agreement shall apply to any and all property now or hereafter received by Auctioneer from Consignor, ("Consigned Property").
- 2. Auctioneer's Fee.** Auctioneer shall receive from Consignor compensation the % amount specified of the Hammer Price from the Auction sale. Hammer Price is defined as the winning bid for lot at auction. It is the price upon which the Auctioneer's hammer falls during bidding which determines the final sale price and does not include any buyer's premium.
- 3. Location of Auction.** Live Auctions shall be conducted at the location of the Auction House, 200 Oakwood Lane Ste 200 Hollywood, FL 33020 or at a different location, to be determined by the Auctioneer.
- 4. Terms of Auction.** Auctioneer shall have complete discretion as to the terms of Auction including but not limited to the date, time, manner of Auction and published estimates, ranges and valuations of items. Consignor is aware that Auctioneer may, at their own discretion, consult with third parties from time to time for estimates and valuations. Auctioneer may reschedule or

postpone any scheduled auction for any reason, including but not limited to inclement weather watches or warnings.

5. Consignor's Representations and Warranties. Consignor represents and warrants that they have full right to consign the property for sale, and that the Consigned Property is free and clear of liens, encumbrances, and claims and interests of third parties and, that good title will pass to the buyer upon completion of purchase. If Consignor is acting as an agent for an undisclosed principal, Consignor and principal, jointly and severally, assume the entire obligation hereunder and such warranties are made to the same extent as if the same Consignor were acting as the principal. Consignor warrants that they are knowledgeable concerning Consignor's descriptions of the personal property and that said descriptions are true and accurate. Consignor hereby agrees to hold Auctioneer harmless and indemnify Auctioneer from any and all damages incurred by Auctioneer as a result of Consignor's misrepresentations or breach of these warranties. Consignor shall promptly provide additional evidence of provenance and/or authenticity of any Consigned Property upon request by Auctioneer.

6. Marketing Expenses. Auctioneer will be responsible for any advertising and marketing costs associated with the Auction.

7. Settlement of Account. Payment of the net proceeds received and collected will be mailed to the Consignor 60 days after the closing auction date provided all agreements of the contract have been met. Auctioneer will deduct from the Consignors sale proceeds received, and collected from the sale, the Auctioneer's Fee and any expenses incurred for the Consignor's account and less any other amount due. Auctioneer is not responsible for payment to Consignor on items not paid for by bidders. Consignor understands the items consigned by Consignor which are not paid for within payment terms stated at the auction are still the property of the Consignor. Auctioneer reserves the right to re-list and sell the items at a subsequent auction. Any expense for storage, hauling/removal will be charged to the Consignor. Payment to Consignor will be withheld on any motor vehicle or

any other item with a title until the Consignor can produce an unencumbered merchantable title with all the necessary paperwork that buyer will need to obtain a new title.

8. No Representations. Any appraisal, estimate or other statement of Auctioneer or, its representatives, with respect to the value of any item, is a statement of opinion only and may not be relied upon as a prediction or representation of the actual selling price of the Consigned Property.

9. Hold Harmless. Auctioneer, as Consignor's agent with respect to the Consigned Property, is authorized to accept the return of and rescind the sale of any personal property at any time if Auctioneer, in their best judgment determines that the offering for sale of any property has subjected or may subject Auctioneer and/or Consignor to any liability, including any liability under warranty of authenticity. In such event, Auctioneer is further authorized to refund or credit to the buyer the purchase price of such returned property. If Auctioneer has already remitted to Consignor any proceeds of the rescinded sale, Consignor agrees to pay Auctioneer on request an amount equal to the remitted proceeds or credit it against any funds owed to Consignor. Consignor further agrees to indemnify and hold Auctioneer harmless from and against any and all claims, loss, liabilities and expenses (including reasonable attorney fees) relating to the claims of individuals claiming title to any property consigned hereunder or to any other claims of buyers resulting from Auctioneer offering for sale or selling any personal property consigned hereunder, whether or not it has been returned to Auctioneer.

10. Withdrawal of Consigned Property. No Consigned Property may be withdrawn by Consignor without the Auctioneer's written consent. In the rare event that Auctioneer consents to such a withdrawal, the Consigned Property may be withdrawn upon payment of twenty-five percent (25%) of the low end of the listed estimate. Auctioneer reserves the right to withdraw any Consigned Property at any time before the actual sale if in the judgment of the Auctioneer: (1) there is any doubt as to its attribution or to its authenticity;

(2) Consignor's representations concerning the Consigned Property are inaccurate in any respect; (3) Consignor has breached, or is about to breach, any provision of this Agreement; (4) if Auctioneer determines that an item or items will not reach a reasonable auction return, in which case the Consignor will be informed they have one week to pick up the item(s). If Consignor does not pick up the withdrawn Consigned Property within that time frame, the Consignor authorizes Auctioneer to donate the items to an organization of Auctioneers choice on Consignor's behalf, without receipt; or, (5) for other just cause.

11. Non-Payment by Buyer or Not Authorized to Complete Sale. In the event of non-payment by buyer, Auctioneer, at its sole discretion, may extend buyer's payment time and/or cancel the sale. Auctioneer may then schedule the item in another auction or make the items available for Consignor to pickup. If Consignor does not pick up the items within that time frame designated by Auctioneer, the Consignor authorizes Auctioneer to donate the items to an organization of Auctioneers choice on Consignor's behalf, without receipt

12. Legal Action. In any legal action arising from or associated with this Agreement, both parties agree that the laws of the State of Florida govern this agreement. Both parties agree that to the extent any court action has to be taken by either party resulting from the consignment of any goods that said action would be brought in a court within either Broward or Miami-Dade Counties Florida. The party prevailing in any such action shall be entitled to recover its reasonable attorneys' fees and costs associated with the action, including fees and costs associated with appeal.

13. Miscellaneous. If Consignor requests the right to clean, organize or repair items in the auction area, Auctioneer will not be responsible for any injury or damage to person or property. Auctioneer shall have the right after first receiving his compensation and expenses as provided herein, to use the funds to pay any liens or mortgages necessary to give the buyer clear title to the property. Consignor will indemnify and hold harmless the Auctioneer

against any and all suits, actions, costs or charges whatsoever, in respect to any charges or encumbrances or defects in title on or to the merchandise not disclosed, including legal fees, previously or in connection with the proceeds of the sale are insufficient to discharge. Any notice given hereunder shall be in writing and sent to the address of the Consignor. Any Hazardous material or items prohibited by law are not allowed at auction site.

14. Bidding on items by Consignor. The Consignor or anyone acting on the Consignor's behalf is prohibited to bid on the Consigned Property listed at auction. This is considered "Shill Bidding" and is strictly prohibited.
