GOLD LEAF GALLERY FINE ART AUCTION

CONSIGNMENT AGREEMENT

This Consignment Agreement (the "Agreement") is made and entered into as of _____ (date; m/d/y), by and between Gold Leaf Sisters LLC DBA Gold Leaf Gallery, a Texas limited liability company ("Gold Leaf Gallery"), and the person or entity whose name is set forth on the signature page here of ("Seller"). Seller and Gold Leaf Gallery referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties contemplate that LiveAuctioneers.com, or a substitute auctioneer designated by Gold Leaf Gallery (in either case, the "Auctioneer"), will be a third party beneficiary of this agreement. For its services, Gold Leaf Gallery will receive and retain _____ % of the final bid price on each lot of Property sold. If sold with LiveAuctioneer.com retains an additional 5%. Please see 3. Commission for more information. The terms and conditions of the consignment are as follows:

ARTIST	TITLES & DATE	MEDIUM	SIZE	RESERVE	ESTIMATE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused this Agreement to be duly executed by their authorized representatives as of the date first written above, under the terms and conditions of the Consignment Agreement (the "Agreement"), which Agreement is incorporated herein by reference in its entirety.

SELLER:

By: _____

Address: _____

Telephone: _____ Email: _____

GOLD LEAF GALLERY

By: _____

Date: _____

SCHEDULE 1

The Property listed above has been consigned to Gold Leaf Gallery, under the terms and conditions of the Consignment Agreement dated _____ (the "Agreement"), which Agreement is incorporated herein by reference in its entirety.

Proceeds to be paid to (if different from Seller's name and address in the Agreement):

Name: _____

Address: _____

DESCRIPTION OF PROPERTY: **PROVISIONAL ESTIMATES:**

Please see attached Schedule of Property (above) $_____

If you have an unresolved complaint, it should be directed to Texas Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 · 512 463-2906

Texas Auctioneer
Barbara Bass
TX LIC #18082

1. CONSIGNMENT: Subject to the remainder of this Agreement, Seller hereby consigns to Gold Leaf Gallery the property identified in Schedule I attached hereto (the "Property"), which Gold Leaf Gallery, as Seller's exclusive agent, will offer for sale at a public auction to be conducted by the Auctioneer. Gold Leaf Gallery will allot, sort, and sell the Property at an auction to be held on

_____

_____

_____

The date and location of the auction may be changed by Gold Leaf Gallery, in its sole discretion. As to any lot of Property not sold at the auction, Gold Leaf Gallery shall continue to have the right to sell such unsold lot for forty-five (45) days after the date of the auction at a price not less the reserve price designated on Schedule I (the "Reserve Price"). Seller agrees that the Property will be sold with no minimum or reserve bids except for the Reserve Price, if any noted on Schedule I, however, the Auctioneer has the right to sell a painting within 10% of the reserve price. The Reserve Price may be disclosed by Gold Leaf Gallery or Auctioneer. Any written or oral appraisal, estimate or other statement of Gold Leaf Gallery or its representatives with respect to the estimated or expected selling price of any item of Property is a statement of opinion only and shall not be relied upon by Seller or any third party as a prediction or guarantee of the actual selling price. In no event shall Gold Leaf Gallery be liable for the failure of any Property to be sold or to be sold at such estimated or expected price.

2. MEMORANDUM OF SALE: Seller hereby authorizes Gold Leaf Gallery and/or the Auctioneer to execute and deliver, in Seller's name, any receipt, bill of sale or other evidence of sale with respect to the Property and to receive from the buyer thereof the purchase price to be distributed as set forth hereinafter.

3. COMMISSION: For its services, The Gold Leaf Gallery will receive and retain from the proceeds of the sale of the Property as a commission from Seller, an amount equal to _____% of the final bid price on each lot of Property sold. For its services, the LiveAuctioneers.com will receive and retain from the buyer of the Property a buyer's premium equal to 5% of the final bid price on each lot of Property sold, which such buyer's premium will be added to the final bid price and paid to LiveAuctioneers.com.

4. INSURANCE: Each lot of Property will be insured at Gold Leaf Gallery's expense under and subject to the terms of the insurance policy under which Gold Leaf Gallery is covered by its carriers, as shall be effect from time to time, from the time of receipt by Gold Leaf Gallery until it ceases to be in Gold Leaf Gallery's custody for amount equal to the Reserve Price at any time prior to the sale, if any of the Property, and thereafter, the sales price at auction or thereafter; provided that Gold Leaf Gallery's liability in respect of a casualty after any sale of the Property, shall be to treat the insurance proceeds as sales price, and to remit to Seller proceeds in accordance with this Agreement (net of commissions and any costs.) Gold Leaf Gallery's liability to Seller resulting from loss of or damage to any Property shall not exceed the above-mentioned insurance coverage of such Property. While Gold Leaf Gallery undertakes to exercise appropriate and reasonable care in handling the Property. Gold Leaf Gallery shall not be responsible for any damage to any Property caused by inherent defects in the Property, or as a result of circumstances such as war, civil strife, failure of utilities, or other circumstances beyond Gold Leaf Gallery's reasonable anticipation and control.

5. FRAMING, SHIPPING AND OTHER CHARGES: Seller shall make sure the Property is delivered as good condition and presented appropriately for sale. To the extent agreed between Gold Leaf Gallery and Seller, Seller shall also be responsible for any costs associated with the preparation of the Property for sale, including any costs of framing, restoration or presentation. Gold Leaf Gallery shall be responsible for delivery of the Property to Auctioneer if it is not sold at the auction. In addition, Gold Leaf Gallery shall be responsible for any costs associated with preparation of the Property for sale, including the costs of framing, restoration or presentation not agreed to by Seller. Seller consents to such preparation of the Property for sale as Gold leaf Gallery shall deem appropriate and elects to undertake at its own expense.

6. DISCRETIONARY MATTERS: Gold Leaf Gallery shall have complete discretion as to (i) the place and date of the contemplated auction, or the ultimate sale of the Property thereafter, (ii) the planning, promotion and conduct of the contemplated auction, and the timing and manner of any sale of the Property thereafter, (iii) the illustration, if any, and the description of the Property in its catalogue, websites and other promotional materials, (iv) seeking the views of any expert either before or after the contemplated auction, and the sharing of such views with the public or potential purchasers of the Property and (v) the combination or division of the Property into such lots and/ or separate auctions or sales as Gold Leaf Gallery in its sole opinion may deem appropriate. Gold Leaf Gallery shall have complete discretion in the promotion and advertisement of the Property before and after the contemplated auction, and shall be entitled to abandon the auction or any sale or promotion of the Property. **Gold Leaf Gallery shall not be liable for any errors or omissions in any catalogue or other descriptions of the Property, or for the opinions of third parties, regardless of any effect such errors or opinions shall have on the sale or sales price of the Property. Gold Leaf Gallery makes no representations or warranties to Seller with respect to the Property, its authenticity, attribution, condition or otherwise.**

7. NO BIDDING BY SELLER: Under no circumstances shall Seller (as agent or principal), its representatives, employees or agents, if any enter or cause to be entered a bid on any Property being offered for sale at the auction contemplated hereby.

8. WITHDRAWAL: Seller may not withdraw the Property from sale by Gold Leaf Gallery prior to _____ (# of days or date m/d/y). Gold Leaf Gallery reserves the right to withdraw any Property at any time before a sale thereof if in Gold Leaf Gallery's sole judgment (i) there is doubt as to its attribution or authenticity, (ii) there is doubt as to the accuracy of any Seller's representations or warranties set forth herein, (iii) Seller has breached any provision of this Agreement or (iv) other just cause exists. There shall be no charge to Seller, other then Gold Leaf Gallery's out-of-pocket expenses associated with preparation of the Property for sale, for any item of Property withdrawn pursuant to this Section 8.

9. SETTLEMENT OF ACCOUNT: Provided Gold Leaf Gallery has received payment in full from the buyer, and subject to the next sentence of this Section 9, forty-five (45) calendar days after any sale of the Property (the "Settlement Date"), Gold Leaf Gallery will pay Seller the net proceeds (the final bid price less (i) any commissions payable to Gold Leaf Gallery and / or Auctioneer pursuant to Section 3 above, (ii) any reimbursable expenses payable to Gold Leaf Gallery pursuant to Section 5 above or otherwise, and (iii) any other amounts due Gold Leaf Gallery or any of its affiliates, whether arising out of the sale of Property or otherwise) received and collected from the sale of the Property. Gold Leaf Gallery will not make such payment if Gold Leaf Gallery shall have received notice of the buyer's intention to rescind the sale or of any other bona fide claim relating to the Property or its sale prior to the Settlement Date. In the event that Gold Leaf Gallery has agreed to arrangements for payment by the buyer which extend beyond the Settlement Date, such date and the amount payable to Seller thereon shall be adjusted accordingly.

10. NON-PAYMENT BY BUYER: Gold leaf Gallery shall have no obligation to enforce payment by the buyer of the Property. However, in the event of non-payment by the buyer, Gold Leaf Gallery in its sole discretion, as Seller's agent or on its own behalf, may cancel the sale and return the Property to Seller, enforce payment by the buyer or take any other actions permitted by law. Gold Leaf Gallery shall not, under any circumstances, be liable for any consequential damages to Seller as result of non-payment by the buyer.

11. RESCISSION OF SALE: Gold Leaf Gallery, as Seller's agent, is authorized to accept the return and rescind the sale of any Property at any time if Gold Leaf Gallery in its sole judgment determines that the offering for sale of any Property has subjected or may subject Gold Leaf Gallery, Auctioneer and/or Seller to any liability, including liability under any actual or implied warranty of authenticity or title. In such event, Gold Leaf Gallery is further authorized to refund or credit to the buyer for purchase price of such returned Property. If Gold Leaf Gallery has already remitted to Seller any proceeds of the rescinded sale, Seller forthwith shall pay Gold Leaf Gallery upon request an amount equal to the remitted proceeds and Gold Leaf Gallery will return the Property upon its return to Gold Leaf Gallery.

12. UNSOLD PROPERTY: Seller shall arrange for the pickup of any unsold property from Gold Leaf Gallery on or immediately after _____ (# of days or date m/d/y). Gold Leaf Gallery will not be responsible for Property not picked up by the Seller after above written date. Without limiting the generality of the foregoing, the Property will not be insured against casualty after the first to occur of sale thereof or on above written date unless Seller shall enter into a subsequent agreement with Gold Leaf Gallery relating thereto.

13. PRIVATE SALE: If Gold Leaf Gallery negotiates a private offer to purchase all or any portion of the Property other than at an auction, the gross proceeds of such private sale shall be distributed as specified in Section 9 above.

14. SELLER'S REPRESENTATIONS AND WARRANTIED: Seller represents and warrants that (i) Seller has the right and title to consign the Property for sale, (ii) the Property is, and until the completion of sale by Gold Leaf Gallery will be, free and clear of all liens, claims and encumbrances of others or restrictions on Gold Leaf Gallery's right to offer and sell the Property, (iii) upon sale, good and marketable title and right to possession will pass to the buyer free of any such liens, claims, encumbrances or restrictions, (iv) Seller has no reason to believe that any lot of Property is not authentic or is counterfeit, (v) Seller disclosed to Gold Leaf Gallery all information in Seller's possession relating to the provenance of the Property, (vi) the Property is not "confiscated property" within the meaning of any United States federal or state laws, (vii) Seller's consignment to and authorization of Gold Leaf Gallery to sell the Property is in full compliance with all United States federal and state laws, (viii) the exportation, if any, of the Property from any foreign country has been in full conformity with the laws of such country and the importation of the Property into the United States has been or will be in full Conformity with the laws of the United States, and (ix) there are not, and until the completion of sale by Gold Leaf Gallery there will not be, any restrictions on Gold Leaf Gallery's right to photograph, reproduce photographs of or exhibit the Property. Seller agrees that the representations and warranties set forth herein are for the benefit of Gold Leaf Gallery and buyers of the Property and that such representations and warranties shall survive the completion of the transactions contemplated hereby. Seller agrees to notify Gold Leaf Gallery promptly in writing of any events or circumstances that may cause the foregoing representations and warranties to be inaccurate or breached in any way. If Seller is acting as an agent for a principal, Seller and principal, jointly and severally, assume all of the obligations under this Agreement.

15. PUBLICITY AND COPYRIGHT MATTERS: Seller hereby grants to Gold Leaf Gallery the right to photograph and cause other images or illustrations of the Property to be created and to use such photographs, images or illustrations in connection with the creation of an auction catalogue and other materials publicizing, advertising or memorializing the contemplated auction, both before or after any sale of the Property, and for such purposes related to the promotion of its business as a seller of fine art as Gold Leaf Gallery deems appropriate. Gold Leaf Gallery retains the exclusive copyright to any photographs, images or illustrations created by or for the benefit of Gold Leaf Gallery, and shall be entitled to use and sell the same in the future without limitation. Seller shall have no right to any compensation for any use of photographs, images or illustrations contemplated above, or for any share of the sales proceeds of any catalogs or other media containing such photographs, images or illustrations.

16. INDEMNIFICATION: Seller shall defend, indemnify and hold harmless Gold Leaf Gallery, its parent and subsidiary entities and their respective officers, directors, mangers, partners, agents and employees, from and against any and all losses, damages, liabilities and claims, and all fees, costs and expenses of any kind related thereto (including, without limitation, reasonable attorneys' fees and expenses), arising out of, based upon or resulting from (i) any act by or omission of seller or its agents (other than Gold Leaf Gallery or auctioneer when not relying on representations by seller) or representatives relating to or affecting the property, or (ii) any breach by seller of its covenants or representations herein, whether asserted by Gold Leaf Gallery or any third party. Seller recognizes and agrees that the foregoing indemnification may have the effect of indemnifying Gold Leaf Gallery from the consequences of its own negligence.

17. THIRD PARTIES: Except that Auctioneer shall be a third party beneficiary of this Agreement, this Agreement is between the parties only and is not intended to confer any benefit upon any other person or entity.

18. MISCELLANEOUS: This Agreement together with all attachments and schedules attached hereto constitutes the entire agreement and understanding between Gold Leaf Gallery, the Auctioneer, and the Seller with respect to the transactions contemplated hereby and supersedes all prior agreements relating to the Property. This Agreement may be modified only by written agreement signed by all Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of any dispute hereunder, (i) the parties hereby consent to the exclusive jurisdiction of State District Court for the Eastern District Tyler Division and (ii) neither party shall be liable to the other for any special, consequential or incidental damages, whether such Party has been advised of the likelihood thereof or not. This Agreement shall be binding upon Seller's heirs, distributes, executors, legal representatives, successors and assigns.

ABSENTEE BID / PHONE-IN BID FORM

GOLD LEAF GALLERY FINE ART AUCTION

NAME:_____ **DATE:**_____

TO PLACE BIDS, THIS FORM MUST BE RECEIVED BY 12:00 NOON CST

☐ **Absentee Bid** ☐ **Phone In Bid***

Please indicate 1st, 2nd, 3rd Phone Call Order Preference

*For Telephone bids, the low estimate must be at least $500 and you must be willing to at least bid up to the low estimate. Phone space is limited, so telephone bidding is offered on a first come first served basis.

Bids will be accepted in whole dollar amount in accordance with this schedule:

Under $500	**$50**
$500 - $2,000	**$100**
$2,000 - $5,000	**$250**
$5,000 - $10,000	**$500**
$20,000 - $50,000	**$1,000**
$50,000 - $100,000	**$2,500**
Over $100,000	**$5,000**
	$10,000

No "buy" or "unlimited" bids will be accepted.

(PLEASE PRINT)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone:(1st) _____ (2nd) _____ (3rd) _____

Email: _____ Fax: _____

State Sales Tax: _____ Resale Certificate No.: _____ (If applicable)

LOT NO.	DESCRIPTION - ARTIST / TITLE	TOP LIMIT OF BID*
		$
		$
		$
		$
		$
		$
		$
		$

(Please use 2nd page if needed)

*** Does Not Include the Buyers Premium**

☐ Check

☐ VISA

☐ MasterCard

☐ AmEx

Card Number: _____ Exp. Date: _____

Cardholder Signature: _____ CSC Code: _____

CSC: Credit Card Security Code - (the 3 digit code on the back of the Mastercard/VISA and 4 digit code on the front of AmEx card.)

Cardholder Name: _____ Cardholder Billing Zip Code: _____

Cardholder Billing Street Address: _____

BANK REFERENCE OR DEPOSIT (If bidder is unknown to Gold Leaf Gallery)

In order to avoid delays in receiving purchases, buyers unknown to us are advised to make payment arrangements or supply credit references in advance of the sale. If such arrangements are not made, purchases cannot leave our premises until checks have been cleared.

Bank Name: _____ Account #: _____

Contact: _____ Telephone: _____

I agree that I am bound by the "Conditions of Sale" published in the catalogue for the sale and govern all purchases at auction that I make.

Signed: _____ Date: _____

Return bid form by Email or Mail:

GOLD LEAF GALLERY · 4518 S. Broadway, Tyler Tx 75703

Phone: 903.597.2645 · Tbrevard@goldleafgallery.com

***Buyer's Premium is 22% of hammer price. In addition, all applicable sales tax will be added.**

Texas Auctioneer Barbara Bass Tx Lic #18082