

COIN CONSIGNMENT AGREEMENT

Consignor Code _____

SELLERS

NAME _____ make check payable: _____

MAILING

ADDRESS _____ CITY _____ STATE _____ ZIP _____

check will be mailed to this address unless instructed otherwise in special condition line at bottom of page

PHONE: DAYS _____ EVENINGS _____ CELL _____

YOUR CHECK WILL BE MAILED AFTER TEN BANKING DAYS FOLLOWING THE AUCTION

- ATTACH THE AUCTION INVENTORY TO THIS AGREEMENT, OR LIST ON REVERSE SIDE.

This contract is for the sale of items beginning _____ and ending _____.

- Auction held at COLE AUCTION CENTER, OR _____ on _____ (date)

- IF THIS IS AN ESTATE, OHIO CASE NO. is required: _____ AND a copy of Executor or Administrator papers, Power of Attorney or Guardianship papers.

- Name to be used in catalog and advertising: _____ Name to appear as: _____

- I commission you to sell the items listed at public auction (check one):

_____ absolute auction I will transfer ownership of property to the highest bidder.

_____ with reserved price (see reserved prices listed on inventory sheets)

The Auctioneer will agree to sell a reasonable number of lots with reserved prices.

- I certify that I am the owner of said goods and have good title and the right to sell, and that they are free of any/all encumbrances and will transfer ownership of the property to the Buyer upon complete payment.

- I understand that I will receive my payment for the sale of said goods, less the Auctioneer's commission and agreed expenses, as listed here, after ten banking days, following the auction. Any losses from either returned checks, unpaid invoices or thefts will be shared 50/50 between the Auctioneer and the Seller.

- I agree that the Auctioneer will accept absentee bids and internet bids, in my behalf.

- I understand that the Buyer will pay the Auctioneer a 10% Buyer Premium for coins purchased.

- I agree that the Auctioneer shall pay the staff working at the auction, from the proceeds, in my behalf.

- I agree to warrant to the Auctioneer and the Purchaser, that the coins are authentic and unaltered. I agree that should any coins be proven later, not to be genuine, or that they have been altered, in any way (unless disclosed at the time of sale), I will refund to the buyer the hammer price, that was paid at the auction. You will be sacrificing the commission you paid, as that will compensate the Buyer for the Buyer Premium he had paid. The Auction Co. will not receive compensation for that lot. Please disclose any lots of question that you are aware of, so we don't have to address this issue, after the Auction.

List any special conditions: _____

AUCTIONEER'S COMMISSION

15% items selling under \$100.00 10% items selling over \$100.00 5% items selling over \$1,000.00

Check one: _____ Seller will deliver items in appropriate holders, listed and ready for the auction

_____ Auction Co. is to sort, grade and catalog lots for the auction and provide supplies: @ \$20. per hr.

MATERIAL MUST BE DELIVERED TO AUCTION CO. NO LATER THAN 10 DAYS PRIOR TO THE AUCTION.

AUCTION

STAFF: _____ SELLER _____ DATE _____

PHIL COLE RARE COIN AUCTIONS a division of: PHIL COLE REAL ESTATE & AUCTION LLC

Office & mailing: 2804 N. Main St. Findlay, Oh 45840

Cole Auction Center 16771 S.R. 12 - 3 mi. East of Findlay

Phone 419 424-0597 Fax 419 427-0963 www.philcole.com Cell 419-348-4555 philcoleauctioneer@msn.com

Auctioneers are Licensed and Bonded in favor of the State of Ohio, Dept. of Agriculture, Reynoldsburg, Oh.

O.R.C. 4707.01 (E) "absolute auction" means an auction of real or personal property to which all of the following apply:

1. The property is sold to the highest bidder, without reserve.
2. The auction does not require a minimum bid.
3. The auction does not permit competing bids of any type by the seller, or an agent of the seller.
4. The seller of the property cannot withdraw the property from auction after the auction is opened and there is public solicitation or calling for bids.

4707.01 (F) "reserve auction" means an auction in which the seller, or an agent for the seller, reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real or personal property, at any time prior to the completion of the auction, by the auctioneer.

LIST ADDITIONAL INVENTORY HERE: