

goingtwice

AUCTION CONSIGNMENT AGREEMENT

I agree to the following consignment rate to be collected for the service of selling my Property at auction by Going Twice Inc.

SALE PRICE	RATE
Less than \$50	\$5 + 9%
\$50 - \$199.99	14%
\$200 - \$999.99	12%
\$1,000 - \$1,999.99	11%
\$2,000 - \$2,999.99	10%
\$3,000 - \$3,999.99	9%
\$4,000 - \$4,999.99	8%
\$5,000 OR MORE	7%

By checking this box, I agree to have my graded card consignment placed as a part of a Going Twice mystery bag. I acknowledge I will be paid a percentage equal to that of the last eBay auction sale comparison divided by total value of the entire mystery pack auction lot. I acknowledge that the consignment rate is 10% regardless of value.

Consignor's Name: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Email address: _____

I agree that I have provided items to Going Twice, Inc. to be sold at auction. Going Twice will evaluate my items and will return any items they do not deem to have enough value or interest to auction. Going Twice has the sole discretion for how items are organized, sequenced, and described on the auction. I agree to the auction consignment terms as described.

Signature

Date

Printed Name

Once this form is completed, please send all items you wish to be consigned with it to:

Consignments

Going Twice, Inc.

10321 Gravelly Lake Dr SW, Ste D

Lakewood, WA 98499

If you have multiple packages for your consignment, please be sure to email us at consingments@goingtwice.com to inform us of this ahead of time.

AUCTION CONSIGNMENT TERMS AND CONDITIONS

These terms apply to the consignment agreement (hereinafter referred to as the “Agreement”) between the consignor listed in the Agreement and signed below, and Going Twice, Inc. Going Twice, Inc. is acting as agent for the auctioning of each item (hereinafter referred to as the “Property”) provided by the consignor. **NOTE: A copy of this contractual agreement MUST be included in shipment with Property to ensure proper tracking.**

1. Items must possess a value of at least \$25 in its current market at the time of the Agreement. Graded and slabbed products, as well as factory sealed products are the only products available for consignment at this time.
2. The auction will be governed by the standard auction terms and conditions practiced by the Whatnot app.
3. Consignor warrants that they are the sole owner of the Property, that there are no other encumbrances on the Property, and that the Property is genuine and as described in the Agreement.
4. Consignor agrees to pay the seller’s fee (as described in the Agreement) that is a percentage of the hammer price/selling price and subtracted from the price realized upon settlement with the Consignor after auction.
5. Going Twice, Inc. does not guarantee that the amount realized for the Property at auction will approach, be equal to, or exceed any estimated values. Any values discussed with the Consignor at the time of agreement are theoretical/estimates only.
6. Going Twice, Inc. reserves the right to catalog, list, describe, and group the Property in the manner they see fit.
7. Going Twice, Inc. reserves the right to exclude any participants from the auction for any reason.
8. Consignors must pick up all passed items within 7 days of the auction close or they are forfeited to the auction house for donation or other means of elimination.
9. Settlement shall occur on the second Wednesday after the close of auction.
10. Maximum aggregate payout for any single week is \$9,500.00 per consignor. If the amount due to Consignor is over the amount stated, the maximum payout will be made each week until Consignor is credited the total after fees.
11. Any items that are sold at auction and not paid for by the purchaser will be deducted from the seller settlement unless otherwise discussed with a member of Going Twice.

12. Any items returned to Going Twice, Inc. for reasons Going Twice, Inc. deems to be the fault of Consignor (mis-representation, etc.) will have hammer price deducted from seller settlement or will be owed to Going Twice, Inc.
13. Going Twice, Inc. has the sole discretion to withdraw Property from auction and return the Property to the Consignor at any time. In the event the Property is returned to the Consignor after the auction has begun for violation of point #2 above, the Consignor agrees to pay Going Twice, Inc. for any financial liability resulting from this violation.
14. Going Twice, Inc. does not provide any inventory list of items to be sold until after the date of sale. Consignors may provide a typed inventory list of Property they are consigning that will be verified prior to the consignment being left with Going Twice, Inc. This inventory list must contain the signature of both the consignor and a representative of Going Twice, Inc. to be valid.
15. The Agreement, governed by these terms and conditions, is the entire agreement between the Consignor and Going twice, Inc. This Agreement and these terms supersede any prior agreement or representation. This Agreement can only be changed in writing signed by an agent of Going Twice, Inc. and Consignor. If any part of this Agreement is held to be unenforceable, the other parts of this Agreement shall continue to be in full force and effect to the fullest extent of the law. Any disputes arising from this Agreement shall require mandatory arbitration. If any arbitration is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees. This agreement shall be construed in accordance with, and enforced under, the laws of the State of Washington.

All terms above are hereby accepted by the Consignor (sign and date):
