

BIDMORE2WIN AUCTIONS, LLC
CONSIGNMENT AGREEMENT (YEAR 2024)

The Consignment Agreement, hereinafter referred to as the "Agreement" is entered into and made effective on this ____ day of the month of _____, 2024 by and between the following parties:

Bid More 2 Win Auctions, a Limited Liability Company (herein referred to as the "CONSIGNEE") organized under the laws of the state of Idaho, having its principal place of business at the following address: 9636 N BizTown Loop Hayden, ID 83835, enters into this consignment agreement with, _____, (herein referred to as the "CONSIGNOR") who resides at the following address: _____, located in City/State/ZIP, _____, _____. The best phone number to reach BidMore2Win Auctions is (208) 992-0028, and the consignors best phone number is (____)_____, and email is, _____.

PLEASE INITIAL THE BOXES BELOW

_____ Consignor wishes to sell a certain product(s), which shall hereinafter be referred to generally as "products" on consignment.

_____ Consignee wishes to sell the product(s) on behalf of the consignor, including accepting delivery of the product(s) and making proper payment to consignor once the sale of the product(s) is complete.

_____ Unless otherwise specified, Consignor agrees that there are no written promises made as to the value and amount each item(s) will make.

_____ Consignor owns item(s) or has the authority to sell item(s) that have been brought to BidMore2Win. Consignee grants the "right to sell the product(s)" to the consignor. Title of the product(s) will remain with the consignor until the product(s) is purchased.

_____ Consignee shall not be liable for any loss or damage occurring to the product(s) if it is damaged before sale, regardless of whether it is in the control of the consignee.

_____ Each party hereby agrees to indemnify and hold harmless the other party, their employees and representatives against any and all damage, liability and loss, as well as legal fees and costs incurred that may arise or otherwise relate to this agreement. This clause shall not be read to provide indemnification for any party in the event that a competent court of law rendering a final judgment holds that the bad faith, gross negligence or willful misconduct of the party caused the damage, liability or loss.

_____ This agreement is valid anytime the consignor has product(s) at the BidMore2Win Auction House, and shall be valid until December 31 of the Current Year. This consignment agreement must be renewed each calendar year by the Consignee and the Consignor.

_____ Fees charged on a per item basis. Consignment minimum of \$3.50 per lot. This means that a \$3.50 consignment fee will be added whether your item sells or not. On items sold, this is not in addition to the percentage but goes toward the percentage.

_____ Payout will be given the Tuesday after the close of the auction.

BIDMORE2WIN AUCTIONS, LLC **CONSIGNMENT AGREEMENT (YEAR 2024)**

CONSIGNMENT COMMISSION RATE SCHEDULE (EFFECTIVE 01 MAY 2024)

Item Highest Bid Amount	Commission Rate
CONSIGNMENT FEE (Per LOT)	\$.50 (in addition to base commission)
\$2.00-\$100.00	30% (After \$3.50 minimum met)
\$100.01-\$500.00	25%
\$500.01-\$1,000.00	20%
Greater than \$1,000.00	15%

Silver 10% Flat Rate - Silver lots must be in \$1 face value increments. I.e.. (1) Silver dollar or troy ounce, (2) Silver Half Dollars, (4) Silver quarters, (10) Silver Dimes. All others will be subject to the consignment fee schedule above.

GENERAL PROVISIONS

- A) **GOVERNING LAW:** This agreement shall be governed in all respects by the laws of the state of Idaho and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Idaho. The parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- B) **DISPUTE RESOLUTION:** If there is a dispute between the parties arising out of or otherwise relating to this agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the Parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either party must submit the issue to binding arbitration in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator and the Arbitrator shall be willing to execute an oath of neutrality. **THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.**
- C) **LANGUAGE:** All communication made, or notices given pursuant to this Agreement shall be in the English language.
- D) **ASSIGNMENT:** This agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- E) **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.
- F) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this agreement shall not constitute waiver of such term or any other term.
- G) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable then this Agreement will be deemed amended to the extent of necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this agreement.
- H) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understanding, whether written or oral.
- I) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this agreement.

Signatures:

Consignee/Auction House

BidMore2Win Auctions

DATE: _____

Consignor/Customer

PRINTED NAME: _____

DATE: _____