

1. **Consignment:** The Consignor hereby consigns to Virtual Vintage Guitars (Virtual Vintage Guitars) the Property (Property) identified above, authorize Virtual Vintage Guitars, as the Consignor's agent, to offer such Property for sale and agrees to the terms and conditions stated in this Agreement. Items consigned to Virtual Vintage Guitars are to be sold for a fixed, agreed upon price. All reasonable offers will be presented to the Consignor, at whose discretion will determine acceptance or rejection of the offer. The term of this Consignment Agreement, shall be until the Property has been sold or either party wishes to terminate the Agreement. Virtual Vintage Guitars will pay the Consignor the net proceeds of the agreed upon retail sale amount stated in this contract less the agreed upon Commission. In no case will Virtual Vintage Guitars be held liable for an amount greater than the agreed upon retail price estimate.

2. **Commission:** Virtual Vintage Guitars will retain as its commission, twenty-percent (20%) from the proceeds of the sale unless otherwise specified in this Agreement. Other amounts which may be outstanding include, but are not limited to: advertising fees, online listing fees, travel fees, credit card transaction fees, bank fees, etc. may also be deducted from the proceeds of sale unless otherwise stated.

3. **Insurance:** Consignor hereby confirms and agrees that insurance is the sole responsibility of the consignor. Virtual Vintage Guitars will not be held liable for damage or loss as a result of civil disturbance, terrorism or Acts of God.

4. **Sale:** The time, place, manner and all conditions of sale, including the division of property into saleable lots, shall be determined solely by Virtual Vintage Guitars unless specifically stated otherwise in this Agreement.

5. **Estimates / Descriptions:** Virtual Vintage Guitars reserves the right to change estimates and is not a guarantee of the actual value or obtainable price of any property. Virtual Vintage Guitars will not be held liable for any errors or omissions in the description or advertising of the Property.

6. **Warranties / Indemnity:** The Consignor warrants that he/she has the right to consign the Property for sale. The Property is free of all liens, claims, and encumbrances, that good title and right to possession will pass to the Purchaser free of all liens, claims and encumbrances, and there are no restrictions on Virtual Vintage Guitars reproduce photographs, graphic or digital representations of the Property. The Consignor agrees to hold Virtual Vintage Guitars harmless from and against any and all claims, damages, liabilities and expenses (including reasonable attorney fees) and any losses including commissions, relating to the breach of any Consignor obligations. If Consignor is acting as an agent for a principal, Consignor and principal, jointly and severally, assume all of the obligations under this Agreement.

7. **Withdrawal:** If Consignor elects to terminate this Agreement after its execution and prior to the Property being sold, Consignor will reimburse Virtual Vintage Guitars for all monies spent to promote and market the Consignor's Property. Property may not be withdrawn because of an increase in estimate or retail price. Virtual Vintage Guitars may withdraw any Property for sale at any time, especially if Virtual Vintage Guitars believes there are doubts as to the Property's ownership, authenticity or attribution.

8. **Settlement:** Provided that Virtual Vintage Guitars has received full payment from Purchaser and in the case of shipping, has been accepted by the Purchaser, Virtual Vintage Guitars will pay the Consignor the net proceeds from the sale of such Property, less Commissions and any other amounts due Virtual Vintage Guitars, on or before thirty (30) days from date of sale.

9. **Governing Law & Forum for Disputes:** The laws of California shall govern the sales of Virtual Vintage Guitars. Any disputes which may arise in connection with the sale of this Property, and all of the terms and conditions set forth herein, shall be governed by and construed in accordance with California law. In the event that Virtual Vintage Guitars needs to bring an action to enforce the terms and conditions herein and/or to collect any sum due and owing to it, Virtual Vintage Guitars shall be entitled in addition to collect its reasonable attorney's fees, collection agency fees, and cost of suit.

_____ initialed by Consignor