



121 Lorine Street
Keller Texas 76248-3327
(817) 993-6400
houghtonhorns.com

Houghton Horns LLC Consignment Agreement

Date: _____

_____ (the “Consigner”) agrees to consign the following musical instrument (the “Instrument”) with Houghton Horns LLC (the “Consignee”) for a fee of 20% of the total final sale price with a minimum fee of \$550 for horns, \$300 for trumpets and trombones.

Make/Model: _____

Instrument Type (i.e. Double Horn): _____

Serial #: _____ Case (Please describe): _____

Age of Instrument: _____ Other Accessories: _____

Asking Price: _____ Minimum Price: _____

Any additional information that would be helpful for potential buyers to know:

- 1. Advertisement and Display.** Please allow 3-4 weeks for the Consignee to prepare the Instrument for sale before posting photos on the website of Houghton Horns LLC. The Consignee will display the Instrument alongside a selection of other instruments in the retail location of Houghton Horns LLC. The Consignee may also transport the Instrument to trade shows and workshops. After the Instrument is sold Houghton Horns LLC will warranty it for a year (unless it was listed in AS-IS condition).

- 2. Costs.** There are no upfront costs to the consigner to consign the Instrument with Houghton Horns LLC unless it requires extensive repair or restoration. The Instrument will be listed and sold for a price mutually agreed to by both the consigner and Houghton Horns LLC. A consignment fee based on the total final sale price will be deducted from the proceeds of the sale. A cleaning fee of \$90 for single horns, trumpets, and trombones, \$120 for bass trombones, \$150 for double horns, \$250 for triple horns **or** a play condition fee of \$75 will be also be taken out of the proceeds of the sale. Houghton Horns LLC will determine which service(s) the instrument needs, if any. The cleaning fee includes a **full ultrasonic cleaning, new strings and rotor bumpers (for horns), and minor repair (including small cosmetic improvements)**. The play condition fee includes **new strings and rotor bumpers (for horns), a full lubrication of the instrument, and minor repair**. If the consigner's item requires extensive repair it will be placed on our schedule, the cost of the repairs will be billed to you separately, and payment will be due upon completion of the work at which time it will be listed.
- 3. Payment.** A check in the amount of the proceeds of the final sale of the Instrument minus fees will be mailed to the Consigner by the Consignee. This will be done within 7-14 days of the receipt of the Instrument by its buyer to allow for a trial period with the Instrument.
- 4. Ceasing of Consignment.** Either the Consigner or the Consignee can choose to cease the consignment of the Instrument at any time. **If the Instrument does not sell within one year Houghton Horns LLC will end the consignment** (does not apply to "specialty" instruments, i.e. single horns, descant and triple horns, natural horns, right-handed horns, etc). If a consignment ends without a sale (for any reason) the Consigner will be responsible for the cost of any work that may have been done to the Instrument.
- 5. Transportation.** The cost of transportation of the Instrument to and from the Consigner is the sole responsibility of the Consigner.
- 6. Responsibility.** The Consignee will make all reasonable efforts to protect the consigner's property, however, the Consigner agrees not to hold Houghton Horns LLC or any of its agents liable for loss in the case of theft, fire, terrorism, transit loss, natural disaster, or Act of God. Houghton Horns LLC recommends that the consigner maintain insurance on their property.

7. Stolen Property. If it comes to the attention of Houghton Horns LLC that any instrument in our possession has been reported as stolen, law enforcement will be contacted and the instrument will be handed over to the relevant authorities. The instrument will not be returned to the consigner and the consigner will be informed of the situation after it has been turned over to law enforcement.

8. Jurisdiction. The Consignment Agreement and all matters regarding the interpretation and/or enforcement hereof, will be governed exclusively by the laws of the State of Texas. All disputes arising in connection with the Consignment Agreement will be submitted to the jurisdiction of the courts in Tarrant County, Texas.

I, the Consigner, consent to the Houghton Horns LLC consignment agreement:

Print Name: _____

Signature and Date: _____

Address: _____

City, State, Zip: _____

Email: _____ Phone: _____

Office Use Only

Houghton Horn Representative: _____

Ultrasonic Cleaning: _____ **OR** Play Condition: _____

Other Repairs: _____