CONSIGNMENT AGREEMENT

The undersigned Consignor (as identified below) hereby warrants that he/she is the legal owner of the firearms and/or related accessories. It is further warranted that he/she has the legal right to own the firearm(s) presented for consignment. Consignor further agrees to disclose all known flaw, imperfections, and modificationscon of the below-described firearm(s) and/or related accessories to Consignee, Montrose Auction, Inc. and grants the exclusive right to auction and sell on behalf of consignor said items through its various auction platforms.

Consigning Agent: Montrose Auction, Inc. will accept consignments from a consignor's agent who provides adequate proof of authorization from the consignor, a power of attorney, or estate documents naming the agent as the trustee or executor of the estate.

Consignment Term: Consignor agreed to consign items for a minimum of 60 days to allow adequate time for the time to be offered on the auction platforms and sold. This agreement will continue indefinitely beyond the original 60-day period unless either party notifies the other of their intent to terminate it.

Commissions: Consignor agrees to pay Montrose Auction, Inc. the following commission structure for the marketing and sale of consigned firearms, ammunition, and related goods. This includes but is not limited to professional photography, detailed description, listing, and promoting through one or more auction platforms. Commissions due are netted from the winning bid (hammer price) at auction.

Firearms	15%
Ammunition	20%
Related Goods and Accessories	20%

Minimum Commission: The consignor agrees to pay a **$10.00** minimum commission fee for any items sold.

Reserves: This is the minimum price that the consignor will accept for the lot. Montrose Auction Inc. generally accepts property/merchandise with **no** reserves, expecting the market and bidders to set the value of an item. Montrose Auction Inc. will, from time to time, accept items with confidential reserves. All reserves are set at or below the low estimate. Montrose Auction Inc. will not accept a reserve that exceeds what our extensive experience indicates is the fair market value for a lot.

Processing: Montrose Auction will process consignments for sale in the next scheduled auction approximately 2 weeks before a scheduled auction. Items are professionally photographed and described accurately, sufficiently detailed to attract and engage potential bidders to your lot(s).

Photograph and Reproduction Rights: Consignor grants Montrose Auction, Inc. the right to all video and photography of any property consigned to be used for the marketing and sale of consigned items. Montrose Auctions, Inc. retains all intellectual property rights, including copyrights in any such photographs, and complete ownership of any blocks, prints, negatives, transparencies, plates, or electronic memory devices for storing images.

Description: Items will be offered for sale as is, where is, and Montrose Auction, Inc. will make no warranty or guarantee as to the operation and/or firing condition of any weapon taken on consignment. Items are sold as "collector" items only. Any appraisal, estimate, or other statements

by our representative concerning the selling price or description of any property is a statement of opinion only. We make no warranty to you concerning the selling price or description of the property and shall not be responsible to you for any errors or omissions in describing the property in our catalog.

Grading Scale: Montrose Auctions follows the NRA Grading Standards on firearms descriptions.

Modern Gun Condition Standards:	
New:	Not previously sold at retail, in the same condition as current factory production.
Perfect:	In New condition in every respect. (Many collectors & dealers use "As New" to describe this condition).
Excellent:	New condition, used but little, no noticeable marring of wood or metal, bluing perfect, (except at muzzle or sharp edges).
Very Good:	In perfect working condition, no appreciable wear on working surfaces, no corrosion or pitting, only minor surface dents or scratches.
Good:	In safe working condition, minor wear on working surfaces, no broken parts, no corrosion or pitting that will interfere with proper functioning.
Fair:	In safe working condition but well worn, perhaps requiring replacement of minor parts or adjustments which should be indicated in the advertisement, no rust, but may have corrosion pits which do not render article unsafe or inoperable.

Antique Firearm Conditions Standards:	
Factory New:	All original parts; 100% original finish; in perfect condition in every respect, inside and out.
Excellent:	All original parts; over 80% original finish; sharp lettering, numerals, and design on metal and wood; unmarred wood; fine bore.
Fine:	All original parts; over 30% original finish; sharp lettering, numerals, and design on metal and wood; minor marks in wood; good bore.
Very Good:	All original parts; none to 30% original finish; original metal surfaces smooth with all edges sharp; clear lettering, numerals, and design on metal; wood slightly scratched or bruised; bore disregarded for collectors firearms.
Good:	Some minor replacement parts; metal smoothly rusted or lightly pitted in places, cleaned or re-blued; principal letters, numerals, and design on metal legible; wood refinished, scratched bruised, or minor cracks repaired; in good working order.
Fair:	Some major parts replaced; minor replacement parts may be required; metal rusted, maybe lightly pitted all over, vigorously cleaned or re-blued; rounded edges of metal and wood; principal lettering, numerals, and design on metal partly obliterated; wood scratched, bruised, cracked or repaired where broken; in fair working order or can be easily repaired and placed in working order.
Poor:	Major and minor parts replaced; major replacement parts required and extensive restoration needed; metal deeply pitted; principal lettering, numerals, and design obliterated, wood badly scratched, bruised, cracked, or broken; mechanically inoperative; generally undesirable as a collector's firearm.

Limited Guarantee: Montrose Auctions, Inc. makes every effort to accurately describe all items offered in its auctions. The descriptions carry a limited guarantee. It is a guarantee to protect the consignor and winning bidder against major discrepancies that would have a major effect on the value of the item. Under no circumstances do we guarantee against anything less than a major discrepancy that would have less than a major effect upon value; i.e. misidentifying a firearm's manufacturer or model. This limited guarantee covers authenticity, major restoration or repair previously disclosed by the consignor, but not described. Counterfeits, reproductions, or major fabrications, disclosed by the consignor but not described in the description, up to the low estimated value or the amount paid for the item by the buyer and not the prospective or future market value. The guarantee is limited to the information specifically stated on the **bold Lead Title** of the description and not information perceived or implied in the subsequent details of the description.

Auction Lotting: Montrose Auction, Inc. retains complete control and discretion of the marketing and platform used for the sale of Consignor firearms and other goods. This includes but is not limited to:

1. Type of auction the property is sold.
2. The place(s), date(s), and times of the sale of the property.
3. The venue or platform in which the property is sold.
4. How any sale is conducted.
5. How items are grouped in selling lots.

Once an item has been lotted and made available at public auction, the terms can no longer be changed or modified i.e. requesting to add a reserve nor can the item be removed from auction by the consignor.
Montrose Auctions, Inc. reserves the right to withdraw any property at any time before the sale if deemed inaccurate or in violation of any laws or standards.

Timeline: All lots will be offered in the next scheduled public auction for a minimum of two weeks with a scheduled preview to the public for inspection of goods.

Bidding: Consignors are not allowed to bid on their own property/merchandise or have an agent bid on their behalf. If the Auctioneer recognizes such bidding or is advised of same, the Auctioneer reserves the right to withdraw any and all items consigned by the offending consignor.

Buyer's Premium: Every lot sold by Montrose Auction Inc. regardless of the final hammer price, is subject to a buyer's premium which is paid by the winning bidder. This premium varies from 10% to 18% depending on the bidding platform and settlement. Consignor acknowledges and agrees that this fee is not added value to their items and is collected and retained by Montrose Auction, Inc. in the form of remuneration.

Settlement: Montrose Auction, Inc. will settle the auction approximately 3 weeks after the auction date. Once settled, consignor proceeds will be mailed to the address listed on this agreement or sent by ACH direct deposit if elected and banking information is provided.

Security Agreement:

1. The consignor hereby grants Montrose Auction, Inc. a security interest in the property consigned and all the proceeds from the sale thereof to secure the payment of any sums for which you may become obligated under this Agreement or any other obligation or agreement or debt due us.
2. The consignor agrees to execute any documents we may request to perfect the security interest.
3. Montose Auction, Inc. shall have all the rights of a secured party under the law.
4. Any foreclosure sale or other action to pursue our rights shall be governed by the Georgia Uniform Commercial Code (UCC) and shall be without regard to reserves as may have otherwise been established herein.

Insurance and Limitation of Liability: Insurance is provided against "all risks", with the exclusion of natural disasters while your items are in the possession of Montrose Auction, Inc.

1. The maximum amount of our liability for an insured item from loss which includes, lost, damaged, or stolen property shall be limited to whichever of the following is applicable, and in either case, shall be less the amount of any commission due to Montrose Auction, Inc.:
    a. If the property has been sold, the successful bid price as defined in the conditions of sale; or
        i. if the property has not been sold, a value that represents the low estimate of like items based upon Montrose Auction Inc.'s history of selling such like items.
2. In no event will Montrose Auction, Inc. be liable for lost, damaged, or stolen property in the following circumstances:
    a. Damage to picture glass or frames regardless of cause;
    b. Damage caused by acts or omissions of restorers, framers, testers, or other independent contractors who may have previously handled, repaired, or modified an item with or without consignor's consent;
    c. Normal wear and tear;
    d. Inherent conditions or defects in the property: or
    e. Events include but are not limited to earthquakes, flood, acts of war, government action, nuclear or radioactive contamination.

f. In no case shall we be liable for any consequential damages including, but not limited to, lost profits or loss of business.

Consignment Cancellation: After an item has been consigned, if the consignor decides to pull the item from sale, the consignor agrees to provide a 30-day notice of cancellation and is responsible for a consignment cancellation fee of **$25.00** or **5%** of the low estimated value, whichever is greater.
Federal Law requires that the Consignor complete all appropriate forms required to return the firearms and pass the NICS background check. If the consignor is unable to pass the NICS check, they will have 10 business days to solve the issue. If the issue cannot be resolved, the firearm will be sold at public auction with proceeds distributed according to terms in this contract.

Unsold Items: Any consigned items not sold at auction can be retained by Montrose Auction, Inc. to sell at a subsequent auction or returned to the consignor at their discretion. Consignor can remove their item from consignment at any time after the end of an auction where the item was not sold but before being lotted into the subsequent auction.

Abandoned Items: Any consigned items not sold, which a consignor has been notified is being returned, must be picked up, or otherwise removed within 90 days are considered abandoned by the current owner. Montrose Auction, Inc. will make every effort to deliver the item to the current owner. All abandoned items will be sold at fair market value during the next auction after the 90 days has expired. The current owner is responsible to pay Montrose Auction, Inc. all commissions due for the sale of the abandoned item. Any storage fees incurred after the 90 day courtesy holding period will be deducted from the current owner's/seller's proceeds. Any current owner/seller proceeds remaining, if any, will be delivered to the last address known on file.

Disputes and Arbitration: Bidder/Buyer and Montrose Auction, Inc. consent to the resolution of any disputes by binding arbitration of all claim which may arise from the sale of an auctioned item.
*****Montrose Auction, Inc. reserves the right to deny the consignment of a firearm or related accessories to any consignor.

ARBITRATION AGREEMENT

This agreement is between Montrose Auction, Inc., located at 203 North Main Street, Greensboro, GA 30642, and the Consignor identified in this Consignment Agreement (collectively, the "Parties").

WHEREAS, this Arbitration Agreement is intended to govern the dispute arising out of any past, present, and future transactions, contracts, and/or agreements between the Parties for which each is or may become obligated to, and all related documents where a dispute resolution requiring arbitration is referenced;

WHEREAS, the parties recognize that litigation in court can be time-consuming and cost-prohibitive for either party.

WHEREAS, the parties agree it is in their best interest to appoint an arbitrator to review the validity, scope, and interpretation of this Arbitration Agreement and resolve any claims between the parties that may arise out of, or relate to, the transaction(s) and be resolved by a neutral, binding arbitration to the extent allowed by law.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

The parties hereto agree to refer the following matters and responsibilities to the Arbitrator.

1. To resolve all disputes and differences under the original contract
2. To review the terms of the contract and determine the amount payable by one party to the other, if any
3. To make provisions for the payment of debts and liabilities of the business including income tax liabilities.

In the event there are any disputes or controversies that arise between the parties under the terms of the aforesaid contract, then the parties are waiving their right to litigate these issues in court and instead elect to have these disputes resolved through arbitration.

The parties agree that any disputes are to be arbitrated through the American Arbitration Association and that the parties agree to abide by the rules of the Commercial Arbitration Rules of the American Arbitration Association.

Waiver of Class Action and Class Arbitration: If either party decides to arbitrate a claim, the parties agree that no trial by jury or by Judge and no other judicial proceeding, including class action proceedings, take place. The parties also agree that claims are to be heard and decided by one arbitrator only, on an individual basis, and not as a class arbitration.

Pre-Hearing Conference: The arbitrators may summon the parties for a pre-hearing for clarification of all claims of the parties before the hearing to clarify all claims and defenses.

Documents: The parties shall provide the Arbitrator with copies of the contract executed by and between the parties, including all modifications or amendments made that involve the Agreement.

Statements of Claims: Upon the filing of the aggrieved party its statement of its claims, the opposing party shall file and serve its answer and any counterclaim not later than 15 days after the submission of the claims.

Award: Any awards granted by the arbitrator to the aggrieved or entitled party shall be delivered to the said party within 30 days from the date of ruling from this Arbitration.

Explanation of Award: The Parties agree that the award granted by the Arbitrator shall be provided with an explanation for such ruling and award. Any arbitration award may be confirmed in a court of competent jurisdiction.

Sanctions: The Arbitrators as elected by the parties to this agreement may impose sanctions against any party as it may deem necessary for failure to comply with any or all terms and conditions in this arbitration agreement.

Costs and Fees: The parties agree that the elected arbitrator shall be paid the hourly rate quoted by the arbitrator for each hour of the hearings, exclusive of travel and communication expenses, which shall be equally shared by both parties to this agreement. Any costs and fees shall be paid to the arbitrator before award or ruling by the Arbitrators.

Each party shall be personally responsible for the fees of attorneys, experts, witnesses hired, and other costs of arbitration. The arbitrator may decide on, as part of the award, the final responsibility of such costs and fees as provided by law.

Confidentiality Clause: No party may be allowed to disclose any information to any other party not involved in this hearing unless and until a ruling has been rendered by the Arbitrators or written approval has been given by the other party.

Applicable Law: The parties hereby agree that this Arbitration shall be governed by the arbitration laws of Lauren County, Georgia, in consonance to any applicable Federal Regulations.

WHEREFORE, it is agreed that all claims and disputes arising with the contract are to be settled by binding arbitration in the State of Georgia. Said arbitration is to be resolved through the Commercial Arbitration Rules of the American Arbitration Association and the parties agree to abide by these rules.

By signing this document, the parties understand that the said parties are waiving their right to go to court; waiving or limiting their rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision of such claims and waiving their rights to join as a class representative or class member in any class action lawsuit or class arbitration.

The parties understand that the said parties are bound to the terms and conditions specified above and the ruling made in this agreement shall have the force and effect of law, unless otherwise, such ruling involves a question of Constitutional or Civil Rights.

This Arbitration Agreement is signed as part of the consolidated signature section that follows.

MONTROSE AUCTION, INC.

CONSOLIDATED SIGNATURES & PAYMENT DETAILS

1 CONSIGNOR IDENTIFICATION

Legal consignor name / business or estate: _____

Physical street address (NO P.O. BOXES): _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

2 DISBURSEMENT METHOD

Select one payment method: [ ] Check by mail [ ] ACH direct deposit

If ACH is selected, complete all fields below. Provide a bank account held in the payee's name.

Name on bank account: _____

Bank / financial institution: _____

ACH routing number (9 digits): _____ Account number: _____

Account type: [ ] Checking [ ] Savings

ACH authorization:

If I elect ACH, I authorize Montrose Auction, Inc. to deposit consignment proceeds to the account identified above. I confirm that the routing and account numbers are accurate and that I am authorized to receive deposits to this account. I agree to notify Montrose Auction, Inc. promptly of any changes to my banking information.

3 CONSOLIDATED ACKNOWLEDGMENT & SIGNATURES

By signing below, the parties execute and acknowledge the Consignment Agreement, the Consignment Items certification, and the Arbitration Agreement contained in this packet, including its waiver of court proceedings and class actions. All terms in those documents remain applicable except as expressly revised in this packet.

Consignor / authorized agent signature: _____ Date: _____

Printed name and capacity (if agent): _____

Montrose Auction, Inc. authorized signature: _____ Date: _____

Printed name / title: _____

CONSIGNMENT ITEMS

Qty:	**Description:** Year / Make / Model / Modifications / History	Consignor's Est. Value:	Montrose Auction Low Estimate

I hereby commission Montrose Auction, Inc. to sell by public auction the items listed above to the highest bidder. I certify that I am the owner of the above property, which is free from any and all encumbrances, and have a good title and full rights to sell. I agree to accept all responsibility for providing a merchantable title for, and for delivery of title to the purchaser. I agree to hold harmless the auctioneers against any claims arising due to breach of the previously stated certification or failure to convey such good and merchantable title.
By signing this Agreement, I am attesting, warranting, and verifying that I am the Consignor or legally acting on their behalf, and have the power to and am fully and legally authorized to execute this Agreement.

Consignor / estate / business: _____

Phone or consignment reference: _____

Signatures for the items listed above are included on the consolidated signature page.