



# houghtonhorns

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

[houghtonhorns.com](http://houghtonhorns.com)

## CONSIGNMENT AGREEMENT

|                      |                           |
|----------------------|---------------------------|
| <b>Type:</b>         | <b>Make:</b>              |
| <b>Model:</b>        | <b>Serial:</b>            |
| <b>Year / Age:</b>   | <b>Country of Origin:</b> |
| <b>Accessories:</b>  | <b>Upgrades:</b>          |
| <b>Asking Price:</b> | <b>Minimum Price:</b>     |

### CONSIGNER'S INFORMATION

I (the consigner) certify that I am the legal owner of the instrument that is being placed on consignment with Houghton Horns LLC. I certify that I have full power, right, and lawful authority to dispose of the instrument. I certify that the instrument being consigned is not subject to any liens or encumbrances. I certify that all information provided is complete and accurate. I agree to and understand all terms, conditions, and other information contained in this agreement.

Signature (Consigner – must be 18 or older): \_\_\_\_\_

Date: \_\_\_\_\_

Consigner Name  
(Must be 18 or older): \_\_\_\_\_

Player's Name  
(if different from Consigner): \_\_\_\_\_

Consigner Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Please attach a copy of a government-issued photo ID to this document (i.e. driver's license)**

### Office Use Only

Houghton Horns Representative: \_\_\_\_\_

Ultrasonic Cleaning and estimated cost (paid upon conclusion of the consignment): \_\_\_\_\_

Other Repairs and estimated cost (paid upon conclusion of the consignment): \_\_\_\_\_

Repairs that will be paid on completion of the work: \_\_\_\_\_

Is the instrument being listed in "AS-IS" condition? \_\_\_\_\_



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Consigner Name:

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Instrument and Serial #:

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## CONSIGNMENT TERMS AND CONDITIONS

1. **Advertisement and Display.** Please allow 2-3 weeks for Houghton Horns LLC to prepare the Instrument for sale before posting photos on houghtonhorns.com. Houghton Horns LLC will display the Instrument alongside a selection of other instruments in a retail location of Houghton Horns LLC. Houghton Horns LLC has the option to transport the Instrument to trade shows and workshops to be displayed for sale. 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 \$100 for single horns, trumpets, and straight trombones, \$135 for trombones with F attachments, \$165 for double horns and bass trombones, \$300 for triple horns or a play condition fee of \$90 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 Houghton Horns LLC. 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 Houghton Horns LLC 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, rotary trumpets, alto trombones, etc). If a consignment concludes without a sale (for any reason) the Consigner will be responsible for the cost of any cleaning or repairs that may have been done to the Instrument.
5. **Transportation.** The cost of transportation of the Instrument to and from Houghton Horns LLC is the sole responsibility of the Consigner.
6. **Responsibility.** Houghton Horns LLC 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.