



CONSIGNMENT AGREEMENT

Atlas Collectible Firearms LLC agrees to accept the item(s) listed for consignment sale under the terms of this agreement. Upon receipt, Atlas Collectible Firearms LLC will:

- Inspect item(s) listed in the agreement.
- Write the description and specifications necessary to offer the item(s) for sale.
- Advertise and offer the item(s) for sale as it deems appropriate.

The Consignor represents that they are the rightful owner of the item(s) listed, and that the item(s) are free of any encumbrance. All items must be clean and in good condition. Consignee reserves the right not to display any consigned items found upon inspection to be defective.

Consigned Item(s) will be listed on GunBroker.com. All auction fees and expenses in selling consigned item(s) are included in the 15% Consignment Fee. All firearms will be auctioned off with no reserve, and a \$0.01 starting bid. After applicable consignment fees are deducted from the selling price, a check will be issued for the balance due to consignor within 30 days of the buyer's funds being received.

If for ANY reason the consigned item(s) are to be returned to the Consignor, Federal Law requires that the item(s) be shipped to a licensed FFL Dealer in the Consignor's state. The Consignor MUST complete all appropriate forms as if they were purchasing the firearm(s) and pass the NICS background through the local FFL selected. The Consignor agrees to pay Atlas Collectible Firearms LLC a \$100.00 processing fee (per item) and pay any shipping costs incurred. If Consignor does not pay the fees incurred and/or fails the NICS background check the firearms becomes the permanent property of Atlas Collectible Firearms LLC.

Consignor agrees that all item(s) submitted for consignment with Atlas Collectible Firearms LLC falls under the terms of this agreement.

_____	_____	_____
<i>Consignor Name</i>	<i>Signature</i>	<i>Date</i>
_____	_____/_____	- _____
<i>Consignor Street Address</i>	<i>City</i>	<i>State</i> <i>Zip</i>
_____	_____	_____
<i>Consignor Telephone Number</i>	<i>Consignor DL#</i>	<i>Email</i>

Atlas Collectible Firearms LLC
817 South Union Ave, Alliance, OH 44601
330-324-6427 - Sales@AtlasCollectibleFirearms.com
www.AtlasCollectibleFirearms.com



LIABILITY: ALL consigned item(s) are FULLY INSURED against theft, fire and or water damage to the market value deems appropriate and the Consignor will be reimbursed in the event of loss or damage. Consignor hereby releases Consignee to the fullest extent possible under the law from any and all claims of any nature in connection with or arising from the placement of Consignor's merchandise with Consignee. Consignor further covenants that he/she shall make no claim against Consignee, Consignee's insurance carrier, or the property owner where the items are being stored or held for any damage to Consignor's merchandise.

NO SHILL BIDDING POLICY: Consignor expressly agrees and covenants that;

1. Consignor shall NOT place any bid, directly or indirectly, on any item(s) they have consigned for sale through Atlas Collectible Firearms LLC.
2. Consignor shall NOT cause, encourage, or allow any third party, including but not limited to family members, friends, business associates, or any other person or entity acting on their behalf or with their knowledge, to place bids on Consignor's consigned item(s).
3. Consignor shall NOT create or use alternate accounts, aliases, or identities for the purpose of bidding on their own consigned item(s).
4. Any violations of this No Shill Bidding Policy shall constitute a material breach of this Agreement and shall result in:
 - o Immediate termination of this consignment agreement
 - o Forfeiture of all proceeds from the sale of the item(s)
 - o Consignor's responsibility for any damages, fees, or costs incurred by Atlas Collectible Firearms LLC, including but not limited to auction platform fees, attorney fees, and administrative costs
 - o Permanent prohibition from future consignment services with Atlas Collectible Firearms LLC
5. Consignor acknowledges that shill bidding may constitute fraud under federal and state law and may violate the terms of service of auction platforms such as GunBroker.com, which could result in civil and criminal penalties.
6. Consignor authorizes Atlas Collectible Firearms LLC to investigate any suspicious bidding activity and to cooperate with auction platform administrators and law enforcement agencies if shill bidding is suspected.

INSURANCE: Atlas Collectible Firearms LLC does not insure any consigned item(s) until such item(s) are in the physical possession of Atlas Collectible Firearms LLC. The Consignor expressly acknowledges that any loss, damage, or destruction occurring prior to Atlas Collectible Firearms LLC physical possession of the item(s) remains solely the responsibility of the Consignor. Atlas Collectible Firearms LLC strongly recommends that the Consignor maintain its own insurance coverage for the item(s) to protect against any loss, damage, or destruction occurring prior to Atlas Collectible Firearms LLC physical possession. Once the item(s) are in Atlas Collectible Firearms LLC physical possession and complete all inspections, Atlas Collectible Firearms LLC shall maintain insurance coverage on the item(s) against theft, fire and or water damage for so long as the item(s) remain in Atlas Collectible Firearms LLC control.

LIMITATION OF LIABILITY: In no event shall Atlas Collectible Firearms LLC be liable for incidental, indirect, exemplary, punitive, special, or consequential damages arising out of this Agreement. Atlas Collectible Firearms LLC liability shall be capped at its insurance policy limits.

JURY WAIVER AND AGREEMENT TO BINDING ARBITRATION: The Parties agree that any claim, dispute, or cause of action, of any nature, arising out of this Agreement shall be subject to final and binding arbitration by an arbitrator appointed by the American Arbitration Association in accordance with the Rules of the American Arbitration Association and judgment may be entered on the award in a court of appropriate venue. Each party shall be responsible for one-half of arbitrator's fees. The arbitrator(s) shall determine all issues regarding the arbitrability of the dispute. The powers of the arbitrator(s) shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. The parties understand that by agreeing to binding arbitration they are agreeing to arbitrate and not litigate their disputes and are giving up their right to trial by a jury or judge and the rights to appeal the arbitrators decision in a court of law and to seek remedies from a court are limited.

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service (“**Terms and Conditions**”) shall govern the provisions of any Services provided by Atlas Collectible Firearms, LLC (“**Atlas**”) to its consignor (“**Consignor**”), with respect to the auction, preparation, sale, holding, handling, of firearms (the “**Services**”). These Terms and Conditions take precedence over Consignor’s additional or different terms and conditions, to which notice of objections is hereby given and acceptance by Consignor is limited to these Terms and Conditions. Any changes in these Terms and Conditions must be specifically agreed to in writing by Atlas. Any terms and conditions on Consignor’s purchase order or additional documents submitted by Consignor shall have no effect.

1. **Scope of Work.** Consignor engages Atlas for the purpose of providing the Services. All requests for Services with Atlas must be in writing and signed by Consignor and shall only be binding upon Atlas upon written acceptance by Atlas or performance of the Services by Atlas.
2. **Ownership.** The Consignor expressly warrants and represents that they are the sole owner of the consigned item(s) and has full authority to consign the item(s), free and clear of all liens, claims, and encumbrances.
3. **Condition of Item(s).** All item(s) must be in good condition and clean. Consignee reserves the right not to display any consigned items found on close inspection to be defective. Such item(s) not reclaimed by the consignor within 14 days of mailing or emailing of notification, the firearms will become property of Atlas Collectible Firearms LLC.
4. **Delivery.** Consignor expressly acknowledges that Consignor bears the risk of loss or damage to the item(s) until the item(s) are in the physical possession of and accepted by Atlas. Item(s) not accepted will be returned to Consignor at Consignor’s expense.
5. **Payment.** Payment will be sent to the consignor via check for the amount net of all applicable consignment fees within 30 days of payment being received by the buying party.
6. **Return of Item(s).** If for any reason the consigned item(s) are to be returned to the Consignor, Federal Law requires that the item(s) be shipped to a licensed FFL Dealer in the Consignor's state. The Consignor must complete all appropriate forms as if they were purchasing the firearm(s) and pass the NICS background through their local FFL. The Consignor agrees to pay Atlas Collectible Firearms LLC a \$100.00 processing fee (per item) and pay any shipping costs incurred. If Consignor does not pay the fees incurred and/or fails the NICS background check the firearms becomes the permanent property of Atlas Collectible Firearms LLC.
7. **Insurance.** Atlas does not insure the item(s) until they are in the physical possession of Atlas and accepted after inspection.
8. **Indemnification.** The Consignor expressly agrees to indemnify, defend, and hold Atlas harmless from any claims, losses, or liabilities arising out of or in connection with disputes as to ownership of the item(s).
9. **Governing Law.** The terms of the consignment and these Terms and Conditions shall be governed by the laws of the State of Ohio.
10. **Entire Agreement.** These Terms and Conditions along with the consignment agreement are intended by the parties as a final expression and complete and exclusive statement of the agreement between Atlas and Consignor and may only be modified in writing signed by both parties.