

I.D. Codes: 1. _____ 2. _____ 3. _____ 4. _____

Metzler Violin Shop, Inc.
604 South Central Ave. Glendale, CA 91204
818-246-0278
Version 09/2011

Date 9-6-2023

Consignment Number 028

CONSIGNMENT AGREEMENT

The Metzler Violin Shop, Inc. (Metzler) accepts for consignment the following item(s) from Morgan O'Shaughnessey (consignor), for a period of at least 12 months.

- | | |
|--|--|
| 1. <u>Vincenzo Cavani 16 1/16" Viola, 1951, #128</u> | w. case (<input checked="" type="radio"/> yes <input type="radio"/> no), bow (<input checked="" type="radio"/> yes <input type="radio"/> no) |
| 2. _____ | w. case (yes no), bow (yes no) |
| 3. _____ | w. case (yes no), bow (yes no) |
| 4. _____ | w. case (yes no), bow (yes no) |

Non-consigned items, such as cases, bows, and accessories, which are left with the consigned items, are left at the consignor's risk. As a convenience to the consignor, Metzler may agree to store such items, but will not be responsible for loss or damage.

The consignor will receive the following net amounts for each item, less the cost of needed strings and minor repairs, which may become needed during the consignment period, which are listed below. The values agreed upon below represent the maximum extent of liability, if any, in the event of loss or damage to the items while consigned with Metzler Violins.

- | | | | | |
|------------------------|-------------------|-------------------|---------------|------------|
| 1. \$ <u>47,200.00</u> | Net due to owner, | Amount paid _____ | check # _____ | date _____ |
| 2. \$ _____ | Net due to owner, | Amount paid _____ | check # _____ | date _____ |
| 3. \$ _____ | Net due to owner, | Amount paid _____ | check # _____ | date _____ |
| 4. \$ _____ | Net due to owner, | Amount paid _____ | check # _____ | date _____ |

Repairs

The following dollar values represent the agreed repair costs necessary for each of the above-described items. The consignor agrees to pay for the replacement of any strings that become frayed or broken, and any necessary gluing of seams that come open while the instrument is on consignment. If an item is not sold, the consignor must pay the repairs costs before that item may be picked up.

- | | |
|--|--|
| 1 a. Prepaid repairs \$ <u>714.98</u> | Description <u>Fee, Strings, Tailpiece, fingerboard & peg work</u> |
| b. Repairs agreed upon, but not prepaid \$ <u>800.00</u> | Description: <u>Cleaning, retouch, polishing</u> |
| c. Maintenance costs (for broken strings, minor gluing, and other problems discovered during consignment period) | |
| \$ _____ | Description _____ |
| 2 a. Prepaid repairs \$ _____ | Description _____ |
| b. Repairs agreed upon, but not prepaid \$ _____ | Description: _____ |
| c. Maintenance costs (for broken strings, minor gluing, and other problems discovered during consignment period) | |
| \$ _____ | Description _____ |
| 3 a. Prepaid repairs \$ _____ | Description _____ |
| b. Repairs agreed upon, but not prepaid \$ _____ | Description: _____ |
| c. Maintenance costs (for broken strings, minor gluing, and other problems discovered during consignment period) | |
| \$ _____ | Description _____ |
| 4 a. Prepaid repairs \$ _____ | Description _____ |
| b. Repairs agreed upon, but not prepaid \$ _____ | Description: _____ |
| c. Maintenance costs (for broken strings, minor gluing, and other problems discovered during consignment period) | |
| \$ _____ | Description _____ |

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When the consignor signs this agreement, it is understood that he or she has the legal authority to offer the aforementioned item(s) for sale.

Items Left Past Consignment Period

If any item on consignment is left beyond the consignment period, Metzler will continue to show the item under the same terms as stated above in this contract, until contacted by the consignor.

If the consignor wishes to reclaim an item after the consignment period has elapsed, he must provide 14 days advance notice. The request will be denied if Metzler has entered into negotiations with a potential buyer.

Abandoned Items

Once the item(s) have been left with Metzler 12 months past the end of the consignment period, if Metzler wishes to terminate the agreement, he will give the consignor 60 days notice by certified mail.

If the consignor does not arrange to reclaim the consigned items by 60 days past receipt of the notice, Metzler will consider the item(s) abandoned. Metzler Violins may sell the item(s) and retain the proceeds of the sale.

Change of address

It is the responsibility of the consignor to notify Metzler of any change of address or telephone.

Court Costs

Should either party bring suit in court to enforce any of the terms of this agreement, it is agreed that the losing party shall pay to the successful party, his/her costs and reasonable attorney's fees.

If you have read, understand, and agree to the terms of this contract, please sign below.

Consignor's Signature

X Morgan O'Shaughnessey

for the Metzler Violin Shop, Inc.

Thomas A. Metzler

Name (Printed)

Morgan O'Shaughnessey

Address

PO Box 1519

City

Pahoa

State

HI

ZIP

96778

Cell phone:

808-345-4810

Home phone:

Work phone:

Email:

morgan.oshaughnessey@gmail.com

Friend or relative to contact if Metzler is unable to contact consignor:

Name (Printed)

Caliandra Rose Harmon

Relationship

Partner

Address

16-1953 Aloha Ct, Box 1519

City

Pahoa

State

HI

ZIP

96778

Cell phone:

760.331.7058

Home phone:

Work phone:

Email:

caliandra.harmon@gmail.com

The following items have been returned to me (Consignor) in good condition:

- | | | | | | |
|----|-------|------|-------|-----------|-------|
| 1. | _____ | Date | _____ | Signature | _____ |
| 2. | _____ | Date | _____ | Signature | _____ |
| 3. | _____ | Date | _____ | Signature | _____ |
| 4. | _____ | Date | _____ | Signature | _____ |