

GUERNSEY'S

FINDER:

DATE:

ADDRESS:

REFERENCE:

SOCIAL SECURITY #:

PHONE:

This contract confirms the agreement between Guernsey's, a Division of Barlan Enterprises, Ltd and _____ ("Finder") as defined below, in preparation for an auction of material relating to _____ to be conducted by Guernsey's.

Guernsey's is engaging the Finder as an independent contractor to assist Guernsey's in the location of items to be offered for sale by Guernsey's at the above described auction(s) on a consignment basis. Finder will provide historical or factual information about the consigned items for cataloguing purposes whenever possible. Guernsey's promises to assist the Finder, to the best of its ability, by supplying material about Guernsey's (i.e. past auction catalogues, letters or follow-up telephone calls) to Finder and for prospective consignors.

In compensation for Finder's services, Guernsey's will pay Finder 20% (one-fifth) of the actual seller's commission paid by the consignor, exclusive of the Buyer's Premium added to the selling price, on all successfully completed sales of items located for auction by Finder. It is understood that the initial commission agreed upon between Guernsey's and the consignor is not controlling. Guernsey's has sole right in its unreviewable discretion to modify or waive any consignor's commissions if it deems it appropriate. In the event that an item is reserved and is sold for the exact reserve price and Guernsey's does not receive a commission, the Finder will not be entitled to a fee. The Finder also does not receive a fee on items he did not procure.

All items located for consignment by Finder shall be subject to Guernsey's approval and acceptance for auction which shall be at Guernsey's sole discretion. Upon Guernsey's approval and acceptance of items located for consignment by Finder, a contract will be issued and entered into between Guernsey's and the consignor. All items accepted for auction are sold subject to Guernsey's standard "Terms and Conditions of Sale" in effect at the time of the auction.

Guernsey's agrees to pay Finder his earned fee upon settlement with the consignor. This payment to Finder is subject to collection from the buyer, as specified in Guernsey's standard contract and shall be paid when consignors are paid, which generally will be within thirty-five business days after the date of the auction, provided that Guernsey's has received and collected payment in full from the buyer unless the buyer has notified us of intention to rescind the sale or we have received notice of any other claim which would bear upon the validity of the sale or have for any reason refunded such proceeds to the buyer. If Guernsey's has already remitted to you any commissions on an item where the sale is rescinded or the purchase price reduced, you shall pay us on request an amount equal to the remitted commission on the rescinded or modified sale.

This agreement shall constitute the entire agreement between the parties hereto and cannot be modified or changed unless in writing and signed by the parties hereto. This agreement will have a duration of one year. This agreement is binding upon your heirs, successors and assigns, and you may not assign this agreement without our prior written consent. This agreement shall be governed by the laws of the State of New York and any action for breach of this agreement shall be brought in the courts of the State of New York.

This agreement makes null and void any previous agreement made between Finder and Guernsey's.

Please confirm your acceptance of the foregoing by dating, signing and returning to us a duplicate copy of this agreement. Please attach your list of prospective consignments on an amendment to this contract and forward to us. Our signed return of a copy of that list to you will confirm our agreement.

GUERNSEY'S, A Division of Barlan Enterprises, Ltd

(Your name goes here), Finder

date

date