



SCHMITT HORAN & CO.



Consigning Your Collection

Sold \$180,000

June 12th, 2022

A rare orrery clock
with music box signed Raingo Freres

Since 1979



The Country's Leading Horological Auctioneer

Offering our clients personal attention at a New England style
auction with worldwide exposure and big business results.

8 Basic Steps to the Consignment Process

Step 1: Auction Valuation

We will ask you to send photos of your collection to us by e-mail or USPS or to arrange a personal visit if warranted.

Step 2: Consultation

Once we have reviewed your information, you will be contacted by one of our representatives, at which time you will be provided preliminary estimates. You will have an opportunity to ask questions. The terms of consignment will also be discussed. We value any information and expertise you have regarding your collection.

Step 3: Contract Development

If you decide to sell your collection through Schmitt Horan & Co. a contract will be drawn up based on the conditions discussed during the consultation. There are no hidden fees. This contract will be sent to you for review before you sign.

Step 4: Transfer of Items

Once the contract is received we will work with you on transporting your items to our state of the art auction gallery in Candia, New Hampshire. Some items may be transported directly by our trained staff, who may also assist in the packing process. Other items may be shipped or delivered by a specialized third party courier. We will assist in finding a trusted company with experience, if necessary. Shipping and transportation fees and details will all be determined during the consultation process.

Step 5: Marketing Your Collection

Once we receive your items our team of experts will begin working to ensure that we market your collection in a manner that will maximize prices realized. Our experts are some of the most trusted and qualified in the field and our presentation is second to none. We have several auction formats including live auctions, online auctions with live close and timed auctions (see website for details). We advertise nationally and internationally and auction items are featured on our own website, Schmitt Horan online, Live Auctioneers, Bidsquare and Invaluable, the largest conglomerations of auctioneers on one platform in the world.

Step 6: Published Printed Catalog (Live Auctions)

You will receive a free copy of the high quality glossy printed catalog with your items featured in it. This is a lasting reference and record of your collection.

Step 7: Auction Weekend (Live Auctions)

We maximize the number of bidders by offering numerous methods of bidding including bidding onsite in person the day of the sale, leaving absentee bids, telephone bidding and live online bidding through invaluable.com, liveauctioneers.com, bidsquare.com and Schmitt Horan Online, our own proprietary live bidding software. Bidders include national and international clientele including a growing market in Asia. If you cannot personally attend the auction, which we encourage you to do, you may watch the auction live on our website.

Step 8: Consignor Payments

After the auction, prices realized are available upon request within a week. We immediately begin collecting from buyers so that we can remunerate your proceeds in a timely fashion. Proceeds are mailed out 45 days after the auction with a detailed accounting of your consignment.

www.schmitt-horan.com • sales@schmitt-horan.com • 603.432.2237

20% Buyer's Premium • NH Auctioneer's License • Daniel Horan #5060

Sample Consignment Form

Daniel Horan, Auctioneer
New Hampshire License #5160



PO Box 162 • Windham NH, 03087-0162 • Telephone: (603) 432-2237 • Fax: (603) 432-2271 • sales@schmitt-horan.com • www.schmitt-horan.com

Consignor Code: _____ Date: _____ SH&Co. Rep: _____

Last Name: _____ First Name: _____

Business / Organizational Name: _____

Mailing Address: (Proceeds Sent to This Address) _____

State: _____ Zip: _____ Country: _____ E-Mail: _____

Home Phone: _____ Cell Phone: _____ Fax: _____

Commission Rate: _____ Transportation / Delivery Fee: _____ 1% Insurance Fee: Yes / No

Special Instructions: _____

Consignment Agreement

This Consignment Agreement sets forth all terms between Schmitt Horan & Co. (SH&Co) and the Consignor respecting the business relationship and personal property listed on any inventory list either attached to this agreement or executed separately and identified as being subject to this agreement.

reserves the right to withdraw items at any time from the auction based on suspicion regarding authenticity, misrepresentation and/or breach of contract. Items withdrawn at SH&Co's request shall not be subject to the 30% fee.

1. The Consignor declares and warrants that he / she is the owner of the listed goods or the lawful agent of the owner or estate and that the goods are and will remain free of any liens or encumbrances through to transfer of purchases to the buyer. SH&Co is acting as an agent in this endeavor and ownership will remain with the consignor until the item is paid for and released to the purchaser.

6. SH&Co does not guarantee that the "hammer price" realized at auction shall be equal to or greater than the provided estimates. SH&Co may cancel any sale due to non-payment or default by buyer and in such circumstances SH&Co shall not be obligated to legally pursue payment. Consignee may sell any unpaid property within 45 days outside of auction to the underbidder at the underbid price or to anyone else for any amount exceeding the low estimate.

2. The Consignor grants SH&Co the exclusive right to sell his/her listed property at public auction, live or online. SH&Co is the final authority regarding description, condition and estimate of any consigned item. SH&Co shall determine at which auction the property will be sold. SH&Co reserves the right to combine property in the consignment into one or more separate lots. SH&Co shall notify the Consignor in writing no later than 10 days prior the auction in which consignor property shall be sold.

7. Consignor is responsible for contacting SH&Co within 30 days after an auction when items offered for sale remain unsold to indicate their wishes. Consigned items must be retrieved at the Consignor's expense or relisted in a future auction with possible adjustments to estimate, etc. Consignor shall reclaim any and all unsold properties no later than 60 days after the last day of the sale or a storage fee penalty of \$25 per item per week shall be charged and must be settled before property is released.

3. Reserves: Reasonable reserves will only be considered on important property. If SH&Co and the Consignor agree to a reasonable reserve, the reserve cannot be raised by the Consignor once the property is in the possession of SH&Co. SH&Co reserves the right to alter / adjust any reserve prices after consultation with the Consignor. A fee up to 25% of the reserve price may be charged if an item does not meet reserve.

8. Insurance against fire, damage, loss or theft on Consignor property is available under our Fine Arts Insurance Policy for an additional fee of 1% of the final "hammer price". In the event of a loss prior to the auction, evaluation for any claim shall be based on the low estimate or some percentage of low estimate, provided to the Consignor. The Consignor agrees that if the 1% optional insurance is refused, they are responsible for providing insurance on their items in possession of SH&Co and release SH&Co from all liability involving fire, damage, loss or theft.

4. Payment: SH&Co charges a buyer's premium of 20%. The charges listed on this form and any other charges agreed upon hereafter in writing will be deducted from the final "hammer price" resulting in net proceeds paid to the consignor. Proceeds shall be mailed or delivered no later than 45 days after the date of sale.

9. The above commission rate and fees include all costs associated with photography, advertisement, marketing, third party software and online bidding, pre-auction storage and all other fees not specifically listed.

5. A fee of 30% of the low estimate shall be charged for any items withdrawn by the Consignor after the signing of this agreement. SH&Co

10. This agreement is governed by the laws of the State of NH and any and all disputes regarding this agreement shall be settled in NH. The parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the State of New Hampshire.

Consignor: _____

Auctioneer/Rep: _____

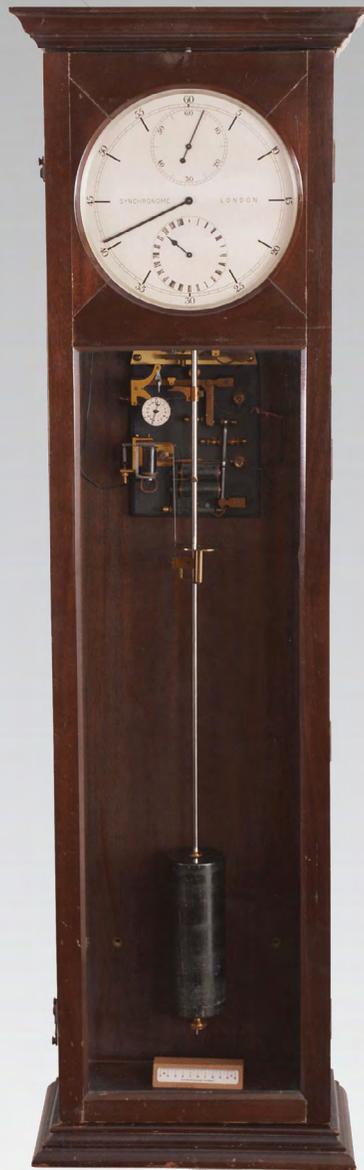
Date: ____/____/____

Date: ____/____/____



SCHMITT HORAN & CO.

Since 1979



**Sold \$106,200
May 18th, 2019**

Synchronome Co. Ltd., London
a Shortt- Synchronome
sidereal free pendulum master clock
with slave

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