



**Pioneer Valley Arms**

50 Shaker Road  
East Longmeadow, MA

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I. Consignor warrants, covenants and agrees that the property being sold is owned by Consignor and that there are no liens, judgments or other encumbrances against the ownership, including all rights of sale or transfer, of the consigned property. The parties agree that title to the consignment shall remain with Consignor until such consignment is sold by Consignee. Consignor certifies that all property is clean and in functional and safe operating order, and is in all respects legal for sale in the Commonwealth of Massachusetts according to Federal law, Massachusetts law, Consumer Protection regulations, etc. In the event any property must be cleaned or repaired before or after sale due to issues with condition or safe and proper function, or any property is returned by Purchaser for refund due to same, Consignor assumes responsibility for all costs incurred.

II. Consignor gives Consignee exclusive rights to market, advertise, and sell the property described herein. The consignment fee shall be 15% of the selling price of the item, before applicable taxes or fees. The consignment fee shall be a minimum of \$50 per item. The offering price(s) are to be determined by Consignor. Consignee agrees to inform Consignor of bona fide offers to purchase the consigned property for prices less than the asking price set by Consignor. Consignor reserves the exclusive right to accept a price less than the offering price.

III. Consignor agrees that Consignee shall require and receive full payment on the sale of the consigned property, as well as lawful transfer of property to Purchaser, prior to any obligation of Consignee to remit payment to Consignor for the same. Upon receiving full payment for such sale, and upon request of Consignor, Consignee shall remit via business check the amount due to Consignor under this Agreement: For each item sold, no sooner than twenty-one (21) days and no later than thirty (30) days following the date of full payment and lawful transfer to Purchaser for each item. It is agreed that "full payment," as used above, shall be construed to mean and include the day of the clearing of any monetary instrument by Consignee's bank.

IV. Consignor agrees to consign property for a period of at least sixty (60) days from the date of consignment. Consignor agrees to pay a fee of \$10 per gun upon returning any consigned property. A Federal Form 4473 background check must be completed and passed when picking up any consigned gun(s), as well as registering the return of said gun(s) through the Massachusetts Instant Record Check System. Because a sale may be pending, or an advertisement just placed; the Consignor agrees to give thirty (30) days notice to Consignee if the Consignor wishes to have items covered by this agreement returned. Consignee may terminate this agreement at any time and for any reason by returning all unsold items to Consignor after a Federal Form 4473 background check is completed and passed by Consignor, registering the return of said gun(s) through the Massachusetts Instant Record Check System, and issuing payment for any sold items as stated in the terms above.



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V. In the event Consignor is unable to complete and pass a Federal Form 4473 background check and/or the background check performed through the Massachusetts Instant Record Check System, it will be the responsibility of the Consignor to arrange an FFL dealer or lawfully permitted individual to take possession of consigned property, or to appeal with the NICS division of the FBI if the transaction is denied. Consignor shall be responsible for all fees associated, including but not limited to monthly storage fees, transfer fees, shipping & handling, insurance, etc.

VI. In the event that consigned property is lost, stolen, destroyed, damaged, or unaccounted for due to any cause, known or unknown, Consignee assumes no liability for any such circumstances.

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