

R.W. EISEN & ASSOCIATES, LLC

*Appraisal & Brokerage Services in Art and Antiques
3879 E. 120th Avenue, Suite 342, Thornton, CO 80233*

Professional Credentials:

* Member of the Appraisers Association of America, Inc. (AAA)
* Uniform Standards of Professional Appraisal Practice (USPAP),
Tested and Compliant

Telephone, Web & Email:

* 303-252-0708
* www.denverartexperts.com
* robert@denverartexperts.com

Professional Online or Mail Valuation Services

This agreement is between R.W. Eisen & Associates, LLC hereinafter referred to as “Company” or “Appraiser” and

_____ hereinafter referred to as “Client”.

Client’s Name (Print)

Valuation Terms and Agreement

Online or mail valuations are performed only to estimate resale value or Marketable Cash Value (MCV) of the Client’s art. All MCVs’ which reflect current market conditions are based on actual sales records where similar items actually sold. MCV is defined as “the value realized, net of expenses, by a willing seller disposing of property in a competitive and open market to a willing buyer, both being reasonably knowledgeable of all the relevant facts and neither being under constraint to buy or sell.” Online or mail valuations are not formal appraisals but informal valuations based only on preliminary inspections of the Client’s art through photographs. The scope of each valuation is limited to some extent in research and analyses. There is no implied warranty, representation or guarantee in respect to origin, provenance, attribution, condition, date, age or authenticity of the Client’s art. There is also no implied warranty or representation in respect to the Client’s art being safe, functional or fit for the purpose for which it was intended. MCV will be stated in a written, limited valuation report as an estimated value range (high and low estimate) and is the opinion of the Appraiser – there is no implied guarantee the Client’s art can sell in this value range. Online or mail valuations are statements of opinion and not fact. All photographs and art information furnished by the Client to the Appraiser via email, mail or in person are the property of the Company and are considered reliable and believed to be true and correct. The Appraiser has no responsibility for the genuineness and accuracy of the furnished photographs and art information.

Client agrees to indemnify, hold harmless and will defend the Appraiser for any action, cause of action, claims, damages, demands, or expenses presented to and/or against the Appraiser as a result of the online or mail valuation. The Appraiser will not be held liable, and the Client will have no remedy for damages for any claim of any kind whatsoever concerning the Client’s use of the valuation report, regardless of legal theory and whether arising in tort or contract. In no event will the Appraiser be liable to the Client for any special, indirect, incidental, or consequential damages of any kind including but not limited to compensation, reimbursement, or damages on account of the loss of present or prospective profits or for any other reason whatsoever. In the event of any act or omission not amounting to a willful or intentional wrong, the Appraiser will not be liable to the Client in excess of the compensation already paid to the Appraiser.

The online or mail valuation report is for the Client’s use only. The valuation report may not be used for purposes such as: in tax or legal proceedings, insolvency or bankruptcy proceedings, divorce cases, for insurance purposes, or for other official or formal purposes. The Client agrees to all risks associated with the use of the valuation report. The Client also agrees not to reproduce or publish the valuation report without the written consent of the Company. The Company agrees not to divulge the contents of the valuation report to anyone other than the Client.

By signing this agreement, the Client agrees that they have read, understood and accepted the Company’s valuation terms. After the Company receives the Client’s check, for payment of valuation fees, along with the signed and dated copy of the Valuation Terms and Agreement, the Company will email or mail the valuation report to the Client within 30 days. The number of days stated to email or mail the valuation report may change depending on type and quantity of items being valued.

I agree to and accept R.W. Eisen & Associates, LLC’s online or mail valuation terms.

Client’s Signature

Date