

News Flash!

New features at the Flute Fair Exhibits on Sunday March 22: Sell your flute at the Fair

Have a treasured flute or flute headjoint you no longer love? Sell it at the Flute Club's **"Unburied Treasure" Sale Table** at the Fair!

For many years we've had Flute Club tables at the Flute Fair selling flute music and accessories members no longer want. This year, for the first time, we're allowing members to offer treasured flutes they no longer play, "UNBURIED TREASURES."

It's easy as can be:

- 1) Bring your treasured flute or flute headjoint to the Unburied Treasure table
- 2) Sign the listing agreement (attached to this email), providing the following information:
 - A) your name, address, email, and phone number
 - B) description of your flute
 - C) selling price

Payments for flutes by buyers to sellers will be by Zelle or PayPal or as they otherwise agree (cash or check). A 3% commission on any sale will be payable to the Flute Club.

If your flute is unsold, you can retrieve it at any time, but you must retrieve it by 4:30 pm.

Seller remains responsible for insurance and loss.

A new type of ergonomic headjoint developed by Katherine Saenger will also be on display near the Unburied Treasures tables. Kathy will be available to discuss its various features and let interested flute fair attendees try out various versions of it for themselves.

If you have any questions, please feel free to reach out to Fred Marcusa, First Vice President and Commercial Sponsor Liaison: fred.marcusa@gmail.com

Hope to see you all on Sunday and help your newly unburied treasures find new, loving homes!

FLUTE CONSIGNMENT AGREEMENT

This Agreement is made between **The New York Flute Club Inc.** (“Club”) and the undersigned owner (“Seller”).

1. Consigned Instruments

Seller delivers to the Club the flutes listed on **Schedule A** (the “Instruments”) for display and sale at the 2026 Flute Fair (the “Fair”). Seller represents and warrants good and marketable title, free of liens, and full authority to sell.

2. Sale Price

Each Instrument shall be offered at the price set by Seller on Schedule A. No change without Seller’s consent.

3. Sales Process; Payment

Seller may be present at the display table.

All sales are solely between Seller and buyer. Payment is made **directly to Seller** (Zelle, PayPal, cash, or as agreed). The Club does not handle funds.

4. Commission

Seller shall pay the Club **3% of the gross sale price** of each Instrument sold. Commission is due immediately upon sale or at end of the Fair day.

5. Risk of Loss; Insurance

- (a) Seller retains all risk of loss, theft, or damage at all times.
 - (b) Seller shall maintain insurance for not less than the Insured Value on Schedule A.
 - (c) The Club does not provide insurance.
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6. Indemnification; Defense; Hold Harmless

To the fullest extent permitted under New York law, Seller shall **indemnify, defend, and hold harmless** the Club and its officers, directors, members, employees, volunteers, and agents from all claims, liabilities, losses, damages, and expenses (including attorneys’

fees) arising out of or related to:

- (i) the Instruments (including authenticity, condition, title);
- (ii) loss, theft, or damage;
- (iii) Seller's acts or omissions;
- (iv) any dispute with a buyer.

Duty to defend is immediate upon notice.

7. Release; Limitation of Liability

Seller releases the Club from all claims for loss, theft, or damage, except for gross negligence or willful misconduct. No liability for indirect or consequential damages.

8. No Bailment; Limited Role

The Club provides space only. **No bailment or custody** is created.

9. Check-In / Check-Out Acknowledgment

- (a) At check-in, Seller and a Club representative may sign Schedule A (or a copy) acknowledging the Instruments presented.
 - (b) At check-out, Seller is solely responsible for verifying and removing all Instruments.
 - (c) The Club has no obligation to track, inventory, or confirm removal of Instruments.
- Failure to sign does not shift risk from Seller.

10. Governing Law

New York law governs.

11. Entire Agreement

This is the entire agreement; amendments must be in writing.

Schedule A – Inventory of Consigned Instruments

Description (Maker, model and Serial No.)

Price

1 _____

2 _____

3 _____

(Attach additional pages if needed.)

Seller: _____ **Date:** _____

Signature: _____

Phone/Email: _____

For Club: _____ **Date:** _____

Signature: _____