

CONSIGNMENT AGREEMENT LIVE AND ONLINE AUCTIONS

\$501-\$2,000: 15%

Date:

Consignor Code

Buy back - \$100 per item

Date: / /20

I commission you to sell items listed below and on any attached sheets (if applicable) to the highest bidder by LIVE/ON-LINE auction.

Consignor Name:

\$2,001-\$5,000: 10%

Address:_____

City: ____

I certify that I am the owner of the items listed and that they are free from encumbrances. I agree to accept all responsibility for providing merchandise titles to the auction company at the time of check-in. The seller will indemnity, save and hold harmless the auctioneers against any claims, damages, liabilities, obligations, cost and expense (including court costs and attorney's fees) incurred by the auctioneer in connection with or arising out of the failure of seller to observe or preform any obligation under this agreement or any agreement executed in connection herewith, or the nature referred to in this Agreement.

Seller agrees to all items free and clear of any and all liens. If seller cannot provide proof of lien condition satisfactory to the auctioneer's, the auctioneers will order a current UCC filing on the seller. This expense will be charged to the seller. Seller warrants there are no liens on the above property.

During the auction, the auctioneer will represent the condition as stated by seller. In the event a purchaser is dissatisfied with said representation of condition, or find it to be misstated, seller will do one of three things. 1.) Repair the unit for the purchaser 2.) Allow the auctioneer to resell it on the spot or at the next available auction 3.) Take the unit back and refund the sale price. The risk of loss on the equipment shall remain the sole risk of the seller until the equipment is sold, payment is rendered to the auctioneer and the purchaser removes the equipment from the sale site.

State:______ Zip: ______ Phone:_____

Over \$10,000: 6%

Auctioneer shall not be held responsible for any loss or damage to the equipment. If the buyer defaults on payment, the seller still owns the equipment. DURATION: The duration of this agreement shall be the date of the consignment to_____.

NOTE: A new consignment agreement shall execute if consignment is to continue after this date.

THIS AGREEMENT MUST BE SIGNED BY CONSIGNOR

Commission Rate is based on the gross amount of your sales: Under \$500: 25%

\$5,001-\$10,000: 8%

| | | <u>NO</u> RESERVES UNDER \$2,000 | (To Be Paid Upfront) | | |
|-------|-----|----------------------------------|----------------------|---------------------|---------------------|
| | | _ | | (Office Use | (Office Use |
| Lot # | Qty | Item Description | Reserve | Only) Checked In | Only) Entered In |
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Checks will be mailed out 14 business days after auction pick up

Consignor Signature: