



## Auction Agreement

It is hereby agreed upon between **QORE as auctioneers** and:

\_\_\_\_\_ **as owners,**

**Mail Address:** \_\_\_\_\_ **City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

that the following property will be sold at a Public Auction, on the following **Date:** \_\_\_\_\_

Auction date may have (open) written in it if items will be sold or brought in across several auction dates. QORE is to conduct the auction and for this service, the owner agrees that the auctioneer shall:

- 1) Deduct the fee of **(30%)** of the gross sales receipts, resulting from the said auction sale for any item less than \$1000.00 per item and:
- 2) Deduct the fee of **(50%)** of the gross sales receipts, resulting from the said auction sale for any item less than \$10.00 per item and:
- 3) Deduct the fee of **(15%)** of the gross sales receipts, resulting from the said auction sale for any item over \$1,000 but less than \$50,000 per item.
- 4) Deduct the fee of **( )** of the gross sales receipts, resulting from the said auction sale for any items with a greater dollar amount listed below or items listed on the auction listing sheet and attached to original contract.

( \_\_\_\_\_ )

Settlement will be made after **(10)** business days following the auction reconciliation. This settlement will be accompanied with sales settlement statement from said auction. The clerking and cashing will be done by QORE and the owner will receive a copy of all items sold. There will be no upfront charges for any services per this contract and will be taken out prior to settlement of the auction. Auctioneer shall handle the promotion and advertising of auction. The owner will have all merchandise in a good presentable condition on auction day. Auctioneers do not cover stolen merchandise or cover checks given to QORE which cannot be collected for any reason. No merchandise shall be sold prior to the auction and all items will be sold to the highest bidder, with no minimum bid and no reserves unless otherwise stated in writing on the original contract. As Auctioneers, we are acting as agents only and therefore not responsible of acts of you, the seller. Seller agrees to hold auctioneer harmless and to defend auctioneer from all claims, losses and damages, including reasonable attorney's fees related to personal injury or property damage of parties during exhibition, sale and removal of goods. The auctioneer reserves the right to refuse all non-saleable items at any location. The auctioneer reserves the right to refuse all items if any part of the agreement is violated. Items not sold at the auction after a good-faith attempt at sale shall be donated to a charitable organization or removed in other manner after each sale. This does not include Items with a written agreed upon reserve. The Auctioneer may charge a **10%** fee for all items with reserve if item does not sell at agreed reserve. It will be the responsibility of the seller to retrieve these items from sell location upon non-sell. If Items with reserve are not sold and not picked up after sale a **\$25** per day storage fee will be charged for each item stored. After 10 days any items not picked up by seller is considered abandoned and will become the property of QORE, LLC.

*The auctioneer agrees to use professional skill, knowledge, experience to the advantage of both parties in preparing for and conduction of the sale. The seller agrees he has good title and right to sell said goods and said goods are free from all encumbrances.*

**Additional Expenses Agreement:** For onsite auction seller will be responsible for cleanup & trash disposal fees, along with moving or setup expenses such as, but not limited to, a dumpster or roll off, port-a-potty, labor expenses, equipment rental and mechanic service fees. For consigned goods that will be picked up and hauled to the auction barn by QORE a flat rate of \$200 will be charged for a pick up and 2 men within 25 miles. A flat rate of \$400 will be charged for a pickup, trailer, and 2 men within 25 miles. An additional rate of \$2/mile will be charged for anything over 25 miles.

QORE Authorized Personnel	Date	Seller	Date
		Driver's License#	State