



**Cedar Valley Auction Company  
1668 West Jordan Road  
Decorah, IA 52101  
Personal Property Auction Contract**

This agreement made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_, hereafter known as Seller and Cedar Valley Auction Co., hereafter known as the Auctioneer.

The Auctioneer hereby agrees to use his professional skills, knowledge, and experience to the best advantage of both parties in preparing and conducting the auction.

Date of Auction / Termination date of this agreement: \_\_\_\_\_

Location of auction: \_\_\_\_\_

The Seller hereby agrees to commission \_\_\_\_\_ (e.g. household/misc) items for the sole purpose of selling at public auction all Household/Misc/Vehicle items; or items listed on attached sheet(s). Excluded items will be listed on contract. The Seller further agrees to release all items to be sold at Auction for advertising and set-up purposes on or before \_\_\_\_\_ (date). Seller represents that the property is free & clear of all liens or encumbrances. Seller represents that he/she is the sole owner of the property and has right to sell property. No items shall be sold or withdrawn from the auction prior to the auction except by mutual agreement between the Seller and Auctioneer. Any items sold or withdrawn from the auction are still considered auction items, and the Auctioneer shall receive full commission on the items. No contracted items shall be altered, or have any part removed or changed in any way, unless agreed upon by the Auctioneer, with a signed amendment stating what changes and/or alterations have been made. \_\_\_\_\_ (Seller initials)

**Costs & Fees:** Seller agrees to pay the following Costs and Fees as applicable:

Seller to initial each conditional fee

- \_\_\_\_\_ Commission to Auctioneer is 30% of gross sale proceeds
  - If home/property is listed with CVIR: 25%
  - Guns & Coins: 20%
  - Vehicles, Boats, Campers: 15% to \$1000, 12% to \$5000, 10% to \$10,000
  - Items sold for \$1 - \$3 will stay with the Auction Company
  - Buy Back and / or Reserve Fee 10% (max \$50)
  - Seller proceeds less than \$10 in single auction will remain with Auction Company
- \_\_\_\_\_ Labor Charges of \$150 / hour (2 workers & equipment) for any moving & hauling of items. (\$25 / hour for additional workers plus \$0.50 per mile one way for out of town pick up)
- \_\_\_\_\_ Cleaning Fees - \$25 / hour assessed to all items needing cleaned in order to be sold
- \_\_\_\_\_ Advertising costs – not to exceed \$ \_\_\_\_\_ (Average \$500)
- \_\_\_\_\_ Dumpster Fee
- \_\_\_\_\_ Additional costs or fees as follows: \_\_\_\_\_

**Unsold Property:** Unsold Property is the responsibility of: Seller to initial applicable option

- \_\_\_\_\_ Auctioneer – to dispose of at Auctioneer’s discretion
- \_\_\_\_\_ Seller – to pick-up within 5 business days to be disposed of at Seller’s discretion
  - If not picked up within 5 days Auctioneer will charge a dumpster fee and dispose of unsold property at Auctioneer’s discretion

**Settlement:** Settlement of the auction shall be made within 14 days from date of auction unless otherwise stated in contract. Settlement checks will be mailed USPS or may be picked up by Seller. Bad checks and debts shall be the responsibility of the Auctioneer to collect. If bad checks or debts are over \$200 & uncollectible the responsibility will be shared by Auctioneer & Seller.

\*\*\*This is a Legally Binding Contract. Failure to comply will result in up to \$750.00 penalty fees to cover advertising & labor costs.

**Other Terms or Conditions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Agreed to:**

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Auctioneer / Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* Cedar Valley Auction Co. is not responsible for loss of items due to damage, accidents, fire or theft. Once the auctioneer has sold the item(s), it becomes the sole responsibility of the buyer.**

**\*\* Consignor's Worksheet Contract Addendum: Total number of sheets: \_\_\_\_\_**



