

Auction Sales co. Consignment Sale Agreement



THIS AGREEMENT made this _____ day of _____, 2016, by and between _____, hereinafter referred to as OWNER and AUCTION SALES CO., hereinafter referred to as AUCTIONEER, and subject to the following terms:

WHEREAS The Auctioneer is engaged in the business of selling personal property for consignment sale and has its principal place of business in the County of Wasco, State of Oregon; and WHEREAS, the Owner desires to engage the services of the Auctioneer to sell on consignment certain enumerated items of personal property on the terms and conditions provided in this Agreement.

IT IS THEREFORE AGREED;

COMPENSATION. The owner agrees to pay the Auctioneer a commission as per below schedule:

The commission is based on per item/lot sold:

• **35 to 50% on some miscellaneous to be determined at drop off of items**

\$0-\$500	25%
\$501 - \$1,000	20%
\$1,001 - \$5,000	15%
\$5,001-\$10,000	12%
\$10,001 & up	10%

No Sale Fees can apply to No Sale Item(s) **Vehicle No Sale Fee \$75.00**

AGENCY. Owner hereby appoints Auctioneer as its agent to conduct a public consignment sale of personal property described on the attached Consignment Control Form or listed below. Owner authorizes and confers upon Auctioneer the power to take all actions on its behalf necessary to complete this auction.

AUCTIONEER DUTIES: Auctioneer, in consideration of the above commission, agrees to perform the following services: a) advertising and arranging of all items to be sold; b) selling, clerking, and collecting of all accounts when sold; c) receipts and complete records of each item sold; d) and collection and payment of state sales tax where applicable. Auctioneer will within ten (10) banking days after the sale date present a full accounting of the sales proceeds and expenses. With such accounting, Auctioneer shall present Owner with a check for all net moneys due from the sale of their item(s).

TERMS OF CONSIGNMENT SALE. The items of personal property set forth on List of Consigned Items, shall be sold on public consignment to the highest accepted offer, and the terms of the sale shall be payment in full by the successful buyer. All items shall remain in the possession of the Auctioneer until full payment has been received from the purchaser.

WARRANTIES OF OWNER. The owner warrants that he is the owner of listed items and has merchantable title to the items of personal property offered for sale and hereby grants to the Auctioneer the right to convey a merchantable title to such property to such buyers as may be successful at sale time. The Owner/representative guarantees clear title, and that liens on the listed property be so stated whereby arrangements will be made so that clear title will be issued to the purchaser. In the event Owner is unable to clear title, Owner will be liable for any pre-sale expenses incurred by the Auctioneer, and a Withdrawal fee.

Owner/Representative Signature

Auction Sales Co.

Owner Mailing Address: _____

Email: _____ Contact Phone: _____

www.AuctionSalesCo.com

Fax 888-639-5617

Phone 541-296-1012

List of Consigned Items for Consignment Sale

