McLaren Auction Services

Auction Consignment Contract Agreement for Sale of Personal Property

Agreement made this _____ day of the month of _____, 20_____ between

_____, hereafter called Seller and McLaren Auction Services/Gary McLaren (Owner) hereafter

called Auctioneer, with _____,an authorized representative verifying consignment for auction.

1) The Auctioneer hereby agrees to use professional skill, knowledge and expertise to the best advantage of both parties in preparing for and conducting the sale for items consigned. The Auctioneer is removed harmless of liability for fire, theft, or damage. McLaren Auction Services will charge a standard thirteen (13) percent buyers premium at all auction sales conducted (3% discount for cash transactions). A buyers premium of eighteen (18) percent will apply for items purchased online.

2) The Seller hereby agrees to turn over to the Auctioneer the item(s) to be sold at auction. Seller will list the items with detailed description, using this consignment agreement and/or providing an attached sheet(s) which both parties have signed, with dated reference to original contract. No item will be sold or withdrawn from the sale prior to the auction except by mutual agreement between Seller and Auctioneer. If item is sold or withdrawn after the item is advertised and marketed, Auctioneer shall receive fair compensation on the removed item as agreed upon between Seller and Auctioneer. If the Seller chooses to bid on the item(s) they consigned the Seller will pay full commission and the buyers premium if they are the high bid. This applies as well to all merchandise consigned with multiple interested parties involved. The Seller agrees that he/she has good title, the right to sell and all goods contracted for sale are free from encumbrances. Seller will also maintain adequate insurance on items consigned.

3) Auctioneer will determine when your items will be placed in auction. Most items will be auctioned within 60 days of consignment, however exceptions may apply. Auctioneer reserves the right to sell items on a timed internet auction if deemed to be the most effective sales tool for the time. It is mutually agreed that all said goods will be sold to the highest bidder, with no reserve amount unless otherwise specified in this contract. The merchandise is scheduled to be sold at the Aurora Colony Auction House, 21507 Highway 99E NE, Aurora, OR 97002.

4) All commission will be calculated per item/lot. The Seller will be paid by check within twenty-one (21) business days after the last item has sold, unless specified in this signed Auction Consignment Contract. Settlement will be sent by U.S. Mail unless otherwise specified. The following commission schedule will be utilized in calculating the final settlement of this consignment contract:

$20 - $50	50%
$51 - $500	35%
$501 - $1000	25%
$1001 +	15%
Under $20	No Payment to Consignor

Special Notations for Consignment:

Customer Code

5) Miscellaneous items not suitable for consignment at McLaren Auction Services are offered the following options:

A) McLaren Auction Services to haul and dispose of items for a flat fee of $_____.

B) Seller to retain miscellaneous items.

6) Pickup fees, if any, are calculated as follows and will be deducted from the auction proceeds before final settlement.

A) No fee when the Seller delivers the item(s) directly to the Auctioneer.

B) Flat pickup fee of $_____.

C) Calculated at $1 per mile plus $20 per man-hour for labor. (_____ miles round trip + $_____ labor = $_____)

Seller's Printed Name: _____

Address: _____

_____

Phone Number: _____

Email Address: _____

Seller's Signature: _____

Printed name of the authorized representative for McLaren Auction Services:

_____

Signature of Representative:

_____

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