

ON-SITE

Consignment Contract

Sign and return to:

Email: sales@integritysales.com
Fax: (715)443-5001
Mail: N295 Tree Lane
Merrill, WI 54452

Registered Wisconsin Auctioneer #3016 Ed Livingston, RWAC #517 Integrity Sales & Auction LLC (Auctioneer), and I (Owner) hereby commission Auctioneer to sell the items listed below and on the attached sheets to the highest bidder by public auction. Owner certifies that Owner is the owner of the below listed item(s) and has good title and the right to sell such item(s). Owner agrees to accept all responsibility for providing good title and for delivery of title to the purchaser at auction. The undersigned Owner and Auctioneer agree to the terms and conditions of this contract (page 1 and page 2) and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Auction Event

Annual Fall Auction - October 2024

Auction Location

ISA Auction Facility
N295 Tree Lane Merrill, WI 54452

Owner Information

Company: _____
Name: _____
Address: _____ City/State/Zip: _____
Phone(s): _____ Email: _____

Items (Exhibit A)

Additional items attached.

Title obtained

Item #		Title obtained
Item #1		<input type="checkbox"/>
Item #2		<input type="checkbox"/>
Item #3		<input type="checkbox"/>
Item #4		<input type="checkbox"/>
Item #5		<input type="checkbox"/>
Item #6		<input type="checkbox"/>
Item #7		<input type="checkbox"/>
Item #8		<input type="checkbox"/>

ALL CONSIGNED EQUIPMENT/ITEMS TO BE DELIVERED TO FINAL SELLING LOCATION BY: _____ .

Lien Information

*If no lien information provided, owner attests that **no liens are applicable to items in this contract.**

Financial Institution Name: _____ Phone: _____

Seller Commission Rates & Terms

Your consignor's commission rate for each lot is 6.9% after \$2,500
AND 10% for the first \$2,500 with a minimum commission of \$25 per lot.

Additional Terms (if applicable)

I solemnly declare that I am the Owner or Authorized Agent of the items listed in Exhibit A (and any attached sheets), that the information is true and accurate, and that except as otherwise noted on this contract I have title and right to sell all property listed at auction free of encumbrances and/or liens. I have read and agree to the front and back (page 1 and 2) of this contract. I understand that any monies owed to the Auctioneer for purchases or any other reason may be withheld from proceeds including commission charge for any "buy back." Owner hereby agrees to be bound by these terms.

Owner or Authorized Agent's Signature

Printed Name

Date

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Owner Statements

Owner agrees that he/she is Owner of record and Owner has good title and the legal right to sell the listed Consigned Items in Exhibit A. The Consigned Items is completely and accurately described as set out in Exhibit A. Owner is now the beneficial Owner of the Consigned Items with full right to sell said Consigned Items. Owner conveys and agrees the Consigned Items are free from all encumbrances and not subject to any claim by any person or to any registered or unregistered charges, liens or interests except as specified on page 1 of this contract. The Consigned Items are not subject to the collection or attraction of any taxes, liens, or claims of any authority of competent jurisdiction of any kind and nature, notwithstanding any past, present or future use to which the Consigned Items may have been, presently is, or later may be put. Owner agrees to maintain liability and property damage insurance and gives permission for test drives.

Terms & Conditions

Auctioneer will be responsible to arrange, advertise and conduct a public auction sale of the Consigned Items at the location and on the date or time period noted on page 1 of this contract. Auctioneer shall pay all costs and expenses of advertising, auctioning, clerking and cashing incurred with the auction, unless otherwise specified. All decisions regarding the grouping, lotting and incrementing of bids are at the sole discretion of Auctioneer. Owner agrees that all Consigned Items listed herein will be sold at auction. The Consigned Items will be sold to the highest bidder and there will be no guarantee whatsoever by Auctioneer as to the gross proceeds to be realized from the sale of Consigned Items. The auction will be conducted in accordance to Auctioneer's usual practices and procedures. Eligibility for the Buy-It-Now option is the sole discretion of the Auctioneer. The price on this contract will be the listed price that the item is available to be sold before the auction date plus buyer's fees. At the Auctioneer's discretion the Buy-It-Now option will be removed from the item and sold on the live or timed auction date to the highest bidder. The Buy-It-Now amount is not a reserve or guaranteed price.

If Consigned Items will be sold at Integrity Sales & Auction LLC's yard, owner agrees to deliver all Consigned Items (Exhibit A), at Owner's expense, to the auction location listed on page 1 along with all documents and titles no later than two weeks prior to auction date. If Auctioneer transports Consigned Items, Owner agrees that Auctioneer is not responsible for any damages or mechanical failures on that item and that Auctioneer's transport costs will be deducted from the proceeds of the item. Owner shall make and/or pay for all repairs, improvements, washing and/or fueling of the Consigned Items done in preparation for sale. Pressure washing will be charged at a rate of \$100 per hour. Failure to deliver the Consigned Items will result in a breach of contract and Owner will compensate Auctioneer the commission based on the fair market value of the Consigned Items. Auctioneer has sole discretion in determining the Fair Market Value. Owner agrees to pay per the rates listed in "Seller Commission Rates and Terms" section on page 1 of this contract. Auctioneer retains right to sell Consigned Items for up to 6 months from auction date. Auctioneer will pay Owner within thirty days following the auction less any commission, fees, or amounts necessary to obtain releases of any liens, claims, or other encumbrances on or against the Consigned Items including any money owed to Auctioneer. All titles and lien releases must be received before payment will be released. If the amount owed by Owner exceeds the proceeds, Owner shall pay the remaining amount within 7 business days of notification. In the event of a nonpaying buyer Owner will have the right to resell the item in a future auction under the same rates and terms or pick up the item without being charged the agreed upon commissions. Auctioneer reserves right to reschedule auction and sell Consigned Items on the rescheduled date.

Auctioneer is an agent of the Owner and not a principal in the sale of the Consigned Items. Owner hereby nominates, constitutes and appoints Auctioneer its true and lawful representative for Owner and in Owner's name and on Owner's behalf to sign, execute and deliver all such documents required to transfer title to and permit registration of ownership of the Consigned Items to and by purchaser in the event that such documents have not been delivered by Owner to Auctioneer as agreed in this contract. Once an item is consigned to Auctioneer the item shall not be removed from the auction without mutual consent from Owner and Auctioneer. In the event that an item is pulled and cannot be sold Owner agrees to pay the Auctioneer the consignor commission and buyer's fee based upon the fair market value of the item. Auctioneer has sole discretion in determining the Fair Market Value. Owner authorizes Auctioneer to use Consigned Items in setting up the auction. Owner herein authorizes Auctioneer to use Owner's name, trade-mark or logo in advertising this Consigned Items for auction. Auctioneer has the right to bid and purchase on behalf of itself or others. Internet bidding not guaranteed for all items. Buyers will be charged a buyer's fee of up to 10%. The following payments are accepted: Cash, Credit Card (with 3.5% charge), Check with Bank Guarantee, and Wire Transfer.

Liability and Indemnification Clause

Owner agrees to indemnify and defend Auctioneer from any claims, actions, costs or charges against Auctioneer arising from or out of the Auction, which are in any way attributable to any acts or omissions on the part of the Seller. Owner assumes responsibility for any personal injury or property damage caused by Owner or its agents, and further agrees to hold Auctioneer harmless for any personal injury to himself or its agents, and any property damage incurred on the sale premises. All risk of loss or damage to the Consigned Items shall remain with Owner until the payment is received for the Consigned Items and monies are disbursed to Owner. Owner should maintain insurance against such loss and or damage. Internet bidding is not guaranteed on all items.

In the instance of any legal dispute, Wisconsin law shall control and the forum shall be Lincoln County Circuit Court. Receipt by Auctioneer via facsimile or email of a signed copy of this Agreement, shall upon acceptance by Auctioneer, be considered binding. The foregoing Agreement represents the entire agreement between Auctioneer and Owner and is intended to replace and supersede all negotiations, appraisals, agreements written, oral, or electronic, entered into or made by or between Auctioneer and Owner and is binding upon their heirs, executors, and assigns. Any changes to this Agreement must be made in writing and signed by both Auctioneer and Owner.