



**CONSIGNMENT AUCTION AGREEMENT**

To Wausau Sales Corporation (Herein called Company):

**SELLERS AGREE TO:**

1. The sale shall be held at 4510 County Road L, Merrill, WI.
2. Owner acknowledges that it is impossible to predict with certainty the prices which will be received for auctioned items. Accordingly, no such representation is made by Company. Company and its agents are authorized by Owner to purchase items at subject auctions.
3. Owner warrants title and the right to sell all property to be sold free of encumbrances and assumes responsibility for representations made by Owner or Auctioneer. Company is authorized to execute documents of transfer for Owner. If any items or property is subject to mortgage, lien, or claim, Company shall have the right, at its discretion, to distribute the proceeds either jointly or directly to such mortgages, lien holders, or claimants, and to deduct such payment from Owners share.
4. Titles and lien releases must accompany vehicles and equipment at time of delivery. **ALL TITLES MUST BE IN CONSIGNER'S NAME - NO EXCEPTIONS.**
5. All payments for purchases at the sale shall be made to Company. Company will make payment of net proceeds to Owner. In the event Company is delayed in making settlement with Owner, Owner agrees to hold Company harmless against any liability. Company shall not be responsible for the failure of any bidders to consummate their purchases or otherwise comply with conditions of the sale. All property listed will be available for sale, or Company will be entitled to commission if any is sold by another.
6. Owner shall retain full responsibility and provide complete insurance on equipment until buyer makes complete settlement for said equipment; and such sums are disbursed to owner. Company assumes no liability for loss or damage to any of the property. Owner agrees to save Company, its agents and employees harmless from any claims for bodily injury or property damage.
7. Owner agrees to indemnify and defend Wausau Sales Corp. against all suits, actions, costs or charges whatsoever arising from or relating to any false or incorrect representations or warranties contained herein or for any breach of the Owner's obligation there under including but not limited to any inaccuracies in the description of equipment or items or the condition of equipment.
8. This contract contains the entire agreement of the parties; is binding on their personal representatives and assigns for 18 months from the latter of either the date of this contract or the date first above selected for the auction; and shall not be modified except in writing, signed by both parties. This contract shall be interpreted in accordance with the law of Wisconsin.
9. Company shall pay for all promotional and advertising costs.
10. No onsite buyers premium will be charged.
11. Auction proceeds checks will be mailed out within 14 business days of the auction end date.

**DELIVERY: You may deliver equipment to the sale site starting Monday, January 2, 2023.  
Monday - Friday, 9:00 AM to 3:30 PM**

**All Items must be delivered NO LATER than Thursday, March 23, 2023.**

**Call in advance if unloading assistance is required.**