

# ASSITER TRI STATE EXPO CONSIGNMENT AGREEMENT

Return completed form to Assiter Auctioneers at:  
16650 Interstate 27, Canyon, TX 79015 Email: marketing@assiter.com Fax to 806.655.3939

Customer Code:  Sales Rep:

This auction agreement is entered into by Assiter & Associates LLC, d/b/a Assiter Auctioneers, hereinafter referred to as "Auctioneer," and \_\_\_\_\_, hereinafter referred to as "Consignor".

## Consignor Information:

Name: \_\_\_\_\_ Cell: \_\_\_\_\_ Home: \_\_\_\_\_


Company/Dealer Name: \_\_\_\_\_ Work: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip: \_\_\_\_\_  
Business Home

Email: \_\_\_\_\_ Driver License: \_\_\_\_\_ Birthdate: \_\_\_\_\_ State: \_\_\_

## Commission:

I understand that selling my property will be subject to the following commission rates:

   
Initial

Consignor's Rate Schedule for Each Individual Item:

\$0 – \$500	30%
\$501 – \$1,000	20%
\$1,001 – \$5,000	10%
\$5,001 – \$10,000	7.5%
\$10,001 & Over	5.0%

## Consignment Information:

Auctioneer agrees to conduct a public auction sale and/or otherwise sell the following described property owned by the Consignor described as follows:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## Consignment Agreement:

The auction sale is to be conducted at Tri State Expo located at 3301 SE 10th Ave., Amarillo, Potter County, Texas 79104. The auction is to begin on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is subject to change at the direction of Auctioneer.

This contract is subject to the following terms and conditions:

- 1. Consignor's Rate Schedule.** Consignor grants Auctioneer the exclusive right to sell said property and agrees to pay Auctioneer for services rendered by Auctioneer a commission set forth above in the Consignor's Rate Schedule based on the individual receipts from all sales made during the period of this contract or any extension thereof whether such sales are made at public auction, by private sale or in any other manner.
- 2. Buyer's Premium.** Consignor authorizes Auctioneer, in his sole discretion, to charge a buyer's premium in addition to the amounts set forth in the Consignor's Rate Schedule.
- 3. Advertising.** Auctioneer agrees to reasonably advertise the sale of consigned items and promote attendance of buyers.
- 4. Expenses.** Consignor agrees to pay all expenses of starting, handling and making his property ready for sale, excluding advertising cost.
- 5. Delivery to Auction Site.** Consignor agrees that each item subject to auction will be delivered to auction site by at least two (2) days prior to sale date.
- 6. No Sale Clause.** Consignor agrees that after the execution of this contract he will not sell or cause to be sold any of the property subject to this consignment.
- 7. Liens.** Consignor agrees to promptly furnish copies of all documents reflecting existing liens or security interests in said property and authorizes Auctioneer to pay any such liens or security interests out of sales proceeds remaining after payment of Auctioneer's expenses and commissions. If the proposed sale constitutes a "bulk transfer", Consignor agrees to timely furnish to Auctioneer all information required by law. Consignor agrees to deliver title to said property to the purchaser by appropriate documents free and clear of all encumbrances.
- 8. Power of Attorney.** Consignor appoints Auctioneer as his power of attorney in Consignor's name and in his behalf, and as fully and to the same extent as Consignor could do personally, to do all things and to execute all instruments of every nature necessary for the transfer of title and/or the delivery of the above property to the purchasers.
- 9. Payment by Purchaser.** All purchaser's checks shall be made payable to Auctioneer, as Consignor's agent. Auctioneer shall have full authority to reclaim and resell any items not paid for. Auctioneer reserves the right to eliminate from settlement any property for which payment has not been made. In consideration for the waiver of Auctioneer's commission on such property for which payment has not been made, Consignor agrees to accept responsibility for reclaiming same wherever located.
- 10. INDEMNIFICATION.** SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ASSITER, ITS AGENTS EMPLOYEES AND ASSIGNS FOR AND AGAINST ANY DAMAGES ARISING FROM ANY INCORRECT OR MISLEADING STATEMENTS OR ANY KNOWN OR UNKNOWN MATERIAL PROBLEMS, FLAWS OR DISCREPANCIES WITH REGARD TO THE PROPERTY. SELLER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ASSITER, ITS AGENTS, OWNERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES, PARENT OR AFFILIATED COMPANIES, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS FOR PERSONAL INJURY AND PROPERTY LOSS AND DAMAGE ARISING OUT OF THIS TRANSACTION.
- 11. Settlement with Consignor.** Auctioneer agrees, unless delayed by legal proceedings or inability of Auctioneer, through no fault of its own, to transfer title or to comply with the Uniform Commercial Code or other laws, to make settlement with Consignor on or before thirty (30) banking days following date of auction sale.
- 12. Venue.** This contract is performable and venue is proper in Randall County, Texas.
- 13. License.** Auctioneer is licensed in the State of Texas, regulated by the Department of Licensing and Regulation and is covered by a Recovery Fund administered by the Department. If you have unresolved complaints notify: TDLR, P. O. Box 12157, Austin, Texas 78711; (512) 463-5522. T. Assiter 6104.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_