



Seller Name _____

Address _____

Cell Phone _____

Home Phone _____

Email _____

Received In By _____

Date _____

Lot	Description	Location

1. The consignee agrees that the selling price of the above described items shall not be less than price stated above.

2. 10% BUYERS FEE charged to all buyers.

3. DURATION: The duration of this agreement shall be the date of the consignment to _____. NOTE: A new consignment agreement should be executed if consignment is to be continued after this date.

4. APPLICABLE REGULATIONS: The consignor & the consignee understand that the consigned items are subject to the same regulations of sales as if owned by the consignee.

5. TRANSFER OF TITLE: The consignee agrees to execute the transfer of title of the consigned vehicle within 5 business days of the sale pursuant to this agreement by the consignee.

6. The seller will sell & warrant good & merchantable title to all consignments, free & clear of any & all liens. If seller can not produce proof of lien condition, satisfactory to the auctioneers, the auctioneers will order a current UCC filing on the seller. This expense will be charged to the seller. Seller warrants there are no liens on above listed property.

7. During the auction, the auctioneer will represent the condition of motorized units as stated to him by the seller. In the event a purchaser is dissatisfied with said representation of condition, or finds it to be misstated, seller will do one of three things. 1) Repair the unit for the purchaser 2) Allow the auctioneer to resell it on the spot or at the next available auction, or 3) Take the unit back & refund the sale price.

8. The seller will indemnify, save & hold harmless the auctioneer from & against any & all claims, damages, liabilities, obligations, costs & expenses (including court costs & attorney's fees) incurred by the auctioneer in connection with or arising out of the failure of seller to observe or perform any obligation under this agreement or any agreement executed in connection herewith. ALL VEHICLES ARRIVING AT THE SALE SITE, WITHOUT A TITLE, WILL BE PLACED IN A HOLDING AREA & WILL NOT BE PUT INTO THE AUCTION UNTIL THE TITLE IS ON SITE. In the event an action arises between the seller & the auctioneer, the action will be settled through mediation under Wisconsin law.

9. The risk of loss on the equipment shall remain the sole risk of the seller until the equipment is sold, payment is rendered to the auctioneer

& the purchaser removes the equipment from the sale site. Auctioneer shall not be held responsible for any loss or damage to the equipment. If the buyer defaults on payment, the seller still owns the equipment.

10. Unsold/Reserve Not Met items that are not picked up by the end of the drop off for the next month's consignment may be sold on the next month's consignment without a reserve.

This agreement is not subject to cancellation without the written agreement of both parties. In witness whereof, the parties have hereunto set their hands & seals on the day & year set forth.

**Registered Wisconsin Auctioneers
#225, 227, 2434
Hansen & Young, Inc.
1000 Rock Ledge Ln
Neenah, WI 54956
Phone 920-379-3910 (Keith)
Fax 715-837-1025 (Prairie Farm Office)
www.hansenandyoung.com**

**Commission Settings Per Item
Up to \$25 - 40%
\$26 - 100 - 20%
\$101 - 249% - 10%
\$250 - \$500 - 5%
Over \$501 - No Seller Fee**

SIGN HERE _____ **Date** _____

Checks will be mailed 7-10 business days after the auction pick up is complete & funds have been received.

