
PERSONAL PROPERTY AUCTION AGREEMENT

This agreement made this _____ day of _____, _____ by and between

_____ of _____
(seller) (street)

_____ (city) _____ (zip) _____ (phone)
hereafter called Seller, and _____ hereafter called Auctioneer.

The auction is to be held at _____ on _____, _____. In case of postponement auction will take place on a later date agreeable to both parties.

Auctioneer hereby agrees to use his professional skill, knowledge and experience to the best advantage of both parties in preparing for and conducting the sale. Seller agrees to not interfere with, prevent or prohibit Auctioneer in any manner prior to or during auction from carrying out his duties and obligations of this agreement.

Auctioneer shall receive as compensation for promoting, advertising and conducting said auction sale _____% of gross sales receipts resulting from auction, which fee may be deducted from the gross sales receipts.

Auctioneer agrees to turn over net proceeds from auction to Seller within _____ days from date of auction, along with sale records and receipts.

Seller agrees to turn over and deliver to Auctioneer to be sold at public auction the items Listed below and on the attached sheets.

It is agreed that all goods will be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between Seller and Auctioneer. If an item is sold or withdrawn prior to auction, Auctioneer shall receive full commission on the item. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction.

Seller agrees to pay all expenses of preparation, advertising and conducting the auction and herewith deposits \$_____ to be used to defray said expenses, receipt thereof being acknowledged. Auctioneer shall expend this money as necessary for purposes relative only to this auction. Seller agrees that all expenses above the deposit amount shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any Liens or encumbrances.

Seller warrants and represents that he has good title and the right to sell and will deliver merchantable title to the herein described property to purchasers, that said goods are free of all claims, encumbrances or indebtedness and that said property can be auctioned without violation of any federal, state or other regulations. Seller agrees to hold harmless Auctioneer against any claims of the nature referred to in this contract.

BY _____

BY _____