

Auction Consignment Agreement

This is a legally binding contract. If not understood, seek competent advice.

1. This agreement made and entered into this [redacted] between CHAMNESS AUCTIONS, LLC. and Owner(s). The above named auctioneer is duly licensed and bonded.
2. Owner(s) grants(s) to auctioneer the exclusive right to sell at public auction without reserve, the personal property described (see attached) and made it part of the contract.
3. The auction sale shall be conducted at **8700 Green Drive Culver, OR.** on the following date(s) **Saturday JUNE 24, 2017.**
4. It is understood that Chamness Auctions, LLC. will use their best efforts in advertising and conducting the auction and is responsible for receiving and accounting the proceeds of the auction sale.
5. **Owner(s) agree(s) to pay Auctioneer:**

[redacted] a flat commission ([redacted]%) of the gross proceeds, or

[redacted] a commission based on the sliding scale listed on the back of the contract.

[redacted] other expenses (ie: hauling, advertising, dump fees)

Owners(s) further agree(s) that the **commissions and other expenses listed above shall be deducted from the auction proceeds.**

6. Owner(s) represents that Chamness Auctions, LLC. has full power and authority to sell such personal property and that it is free and clear of all liens and/or encumbrances. **Owner also agrees not to sell items listed under the terms of this contract prior to the auction.**
7. Item Description (see attached inventory): _____
8. Owner(s) agrees(s) to indemnify and save harmless Auctioneer, and/or his agents employees against any claims, actions, cause of action, demands, rights, damages losses or cost that may result or occur because of any liens or encumbrance upon such property or because of any warranty or representation made my Owner(s) or Owner(s) agent as to the character or condition of such property at the time of the sale or otherwise.
9. In the event owner(s) default under the contract, owner(s) agree(s) to be liable to Chamness Auctions, LLC. for reasonable damages. The parties agree that Chamness Auctions LLC. may elect either of the following means of computing said reasonable damages (1) triple company's reasonable expenses incurred, including but not limited to, promotional and labor expenses. (2) Ten percent of the fair market value, determined by a neutral third party, of the property listed for sale at the auction.
10. In the event suit is brought be either party in relation to this contract, by the prevailing party shall be tilted to reasonable attorney's fees and court cost at trail or any appeal. Owner(s) also consents to jurisdiction in the circuit or district courts of **HOOD RIVER COUNTY, OREGON.**
11. Owner(s) and Chamness Auctions, LLC. further agree as follows:
[redacted]
[redacted]

It is mutually agreed by and between Chamness Auctions, LLC. and the Owner(s) that this Auction Contract shall be binding upon them and upon their respective heirs, executors, administrators, devisees, legatees, assigns and successors in interest.

12. Owner(s) acknowledge(s) that he/she has read the forgoing contract and agrees to all of the conditions contained herein, and further acknowledges receipt of a copy of the contract.

In witness whereof, the parties have hereunto executed this contract on the date and the place set forth above. If items have not been removed 30 after auction event Chamness Auctions, LLC. then takes ownership of property not removed in this time line.

Commission & Fee Schedule

Personal Property Selling Price (per lot):

Commission Rate:

\$0-\$500

45%

\$501 - \$5000

10% without reserve

\$5,001 & Up

5% without reserve

ALL MISCELLANEOUS ITEMS (SMALLS)

45%

These commission rates are subject to change for items consigned the week prior to the Auction sale date.

No Sale Fee: \$100 per Item (consignments with reserves)

Titles** must be delivered **PRIOR TO START OF THE AUCTION** or vehicle will be pulled.

All NO SELL ITEMS will be removed within 5 business days after the sale date.

To be paid in advance, unless the vehicle is sold unreserved. The title to the vehicle must be registered in the consignor's name and be free of any liens holders. This fee is a non-refundable. We charge 10% fee to the buyer, which we retain as our commission. PLEASE NOTE: Your vehicle will bring more at the auction if it is clean (inside & out), starts smoothly and runs well. To avoid our basic fees, keep at least 5 gallons of fuel in the tank and ensure that the battery is good. If recent mechanic work has been done to the vehicle, put copies of the invoices in the glove compartment. Vehicles sold and consigned under HOOD RIVER RIDES, LLC. DA4113.

Chamness Auctions LLC/Representative _____ Date _____

Consignor Printed Name _____ Phone Number _____

Address _____ City/State/Zip _____

Email _____

Consignor Signature _____ Date _____

Bill of sale, Form 6890 (Notice of Sale/Transfer of Vehicle) and Title need to be signed the Friday prior to the sale date or by appointment. For appointments email **chamnessauctions@gmail.com