BAR NONE AUCTION

Your Premier Source For Monthly Public Auctions

TOLL FREE: (866) 372-1700
FAX: (916) 638-8961
barnoneauction.com

Consignment Agreement

Today's Date_____Auction Date_____Auction Location_____

Seller's Name_____Consignor # _____

Address_____City_____State_____Zip_____

Phone_____Fax_____E-mail_____

The Seller herein agrees to the following Terms and Conditions

1.) Seller herein covenants and agrees that he/she is the owner of record and Seller has good title and the legal right to sell the listed inventory.
2.) Seller must provide Bar None with clear title and transfer documents at least two (2) days prior to the auction.
3.) Seller must provide inventory to the Auction site at least 3 days prior to the auction to be included in the auction preview/inspection.
4.) Bar None will pay seller less any commission or fees due within 20 days following the auction, but not prior to 10 days following the auction in case the buyer's funds cannot be certified or are not collectable.
5.) Should a bidders funds be uncertifiable the Seller agrees to take back that inventory and agrees Bar None will not be liable for payment to the Seller on that inventory. No sale commission will be charged to the Seller on any unpaid items.
6.) Seller agrees that all inventory listed herein will be sold at auction without reserve. The inventory will be sold to the highest bidder and there will be no guarantee whatsoever by Bar None as to the gross proceeds to be realized from the sale of the inventory.
7.) Seller will provide each vehicle with at least 3 gallons of fuel and a charged battery. Seller herein authorizes Bar None to deduct costs for fuel, tire, and/or battery replacement as necessary from the seller's proceeds. A minimum $20.00 will be charged whenever any fuel must be added by Bar None.
8.) Once an item is consigned to Bar None the item shall not be removed from the auction without mutual consent from the Seller and Bar None. In the event that an item is pulled and cannot be sold the Seller agrees to pay sale Bar None commissions on that item.
9.) Seller herein authorizes Bar None to use Sellers name, trademark, or logo in advertising this inventory for auction.
10.) Seller further agrees to pay Bar None a minimum consignment fee of $500.00 on any advertised item pulled from the auction, and $250.00 on any non-advertised item pulled from the auction.
11.) Seller assumes responsibility for any personal injury or property damage caused by the seller or his agents, and further agrees to hold Bar None Auction harmless for any personal injury to himself or his agents, and any property damage incurred on the sale premises. Bar None Auction is not responsible for any stolen or damaged property.
12.) Seller herein agrees to make Bar None aware of any mechanical problems, and shall disclose any drive train or other defects that a unit may have.
13.) Bar None reserves the right to cancel sale of any vehicle with non-disclosed defects and charge the seller full sale commission and any buyers fees as if the unit had sold.
14.) Seller agrees to remove unsold items from auction site within 7 days after the sale. Failure to remove the item will result in a $25.00 per day storage fee for each item not removed. All items must be removed from the Auction site within 7 days after the auction.
15.) If Bar None transports your inventory, Seller agrees that Bar None is not responsible for any damages or mechanical failures on that item.
16.) Receipt by Bar None via facsimile of a signed copy of this agreement, shall upon acceptance by Bar None, be considered binding.
17.) Any changes must be made in writing and signed by both Bar None Auction and Seller.

Special Instructions:_____

Year	Item Description - Manufacturer, Model, Serial Number, Description	Stock/Lot #

Seller agrees to pay Bar None Auction a sale commission as follows:
(a) 10% for any rolling inventory item realizing more than $2,500 and
(b) 15% for any rolling inventory item realizing less than $ 2,500 or less but with a minimum $125 fee per item.
(c) 20% for any stationary item, minimum $50 fee per lot.
(d) 25% for on-site business liquidations, plus advertsiing.

Seller's Signature_____

Transporter _____

Received By_____