



FEE SCHEDULE

\$8001 and above.....	8%
\$1501 - \$8000.....	9%
\$601 - \$1500.....	15%
\$1.00 - \$600.....	25%

ONLINE AUCTION CONSIGNMENT AGREEMENT

Date: _____

I, _____ irrevocably appoint RepoMax to act as selling agents for the following items to be sold by auction in their auction on the date of _____ or dates TBD.

ITEMS: (Please list in detail with serial numbers, year, description, etc.)

Lot/Box # (Ex. 1 - 12)	Quantity	Item Description

Warehouse Location:	Auction ID #:	Total # of Lots:
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TERMS & CONDITIONS

RepoMax will be the agent for the seller and will sell above items to the highest bidder by public online auction at the commission rate listed above or _____% of the gross amount of the highest bid for all items sold at the online auction. Additionally, there is a **\$5** per lot entry fee.

RepoMax will list the items, conduct the auction and facilitate pickup and payment for all items. RepoMax will arrange and initiate advertising campaigns to maximize exposure and returns. If, for any reason, RepoMax fails to complete the sale of any lot consigned to this auction, RepoMax's sole liability shall be to return the lot to the seller for further designation. Advertising costs, if warranted, may be deducted from the gross proceeds of the auction, payable by the seller.

REPOMAX WILL PROVIDE COMPLETE ACCOUNTING AND SETTLEMENT CHECKS 14 BUSINESS DAYS AFTER THE AUCTION.

Seller/Consignment Contract Terms:	Initial
SELLER will provide a complete description of all items to be sold including serial numbers. All information, including sale prices, may appear in advertising/marketing.	
SELLER will deliver all items (and titles) to RepoMax no later than 14 DAYS prior to the auction date. Items must be in the cleanest, most functional condition possible. Misrepresentation of information provided by the SELLER shall not be held against RepoMax in any circumstance.	
SELLER guarantees that all titled items possess a good and legal title and that they have authorization to sell the item at auction. SELLER also guarantees that items are without mortgages, liens or encumbrances of any kind except those that are specifically detailed in the contract. SELLER will maintain necessary insurance until payment processes are complete. Please list any creditor and/or lien balance on back. Title processing fees will be \$10 per titled unit.	
SELLER holds RepoMax harmless from any damage or liability claims resulting from involvement of with the item(s). SELLER will be liable for any theft, damage, fire or vandalism that may occur while item is on the auction premises or while being handled by RepoMax. SELLER will assume all attorneys' fees and court costs if a case should arise from auctioning their item.	
If a SELLER bids on his/her own items and wins they will be subject to all bidder fees and premiums. All consignment lots, sold and unsold, incur a \$5 lot fee for listing and advertising purposes.	
SELLER must remove unsold items from the RepoMax premises no later than 30 days after the auction date. Items that are NOT picked up will become RepoMax property. RepoMax may dispose of the items via donation, waste disposal or auction relisting with no further financial obligation to the original consigner. A storage fee of \$5 per lot, per day will be assessed to consignors who arrange storage prior to the 30 days.	
SELLER agrees that RepoMax makes NO guarantee as to the selling price of listed item(s). SELLER will not hinder or withhold any information or property that allows RepoMax to complete the auction/payment process.	

SELLER'S SIGNATURE: X _____ REPOMAX AGENT'S SIGNATURE: X _____ DATE: _____ Terms and conditions of this contract represent the entire contract between the seller and RepoMax and supersede any communications or previous agreements regarding the contract terms. There are no written or oral understandings directly or indirectly related to this contract that are not set forth herein. All disputes deriving from this contract must be brought in the 37 th District Court of MI and no other. If any terms of the contract are deemed invalid then all remaining terms will remain in full force and effect.	SELLER NAME: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ PHONE: _____ EMAIL: _____
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