HEADQUARTERS-601 Gordon Industrial Ct. Byron Center, MI 49315 Ph: (616) 261-4988 1-866-REPO Fax: 616-261-4989 Home page: 1800lastbid.com



## INTERNET AUCTION EMPLOYMENT AGREEMENT

STANDARD COMMISSION SCHEDULE				
(Per Lot)				
\$8000 and ABOVE	8%			
\$1501 to \$8000	9%			
\$601 to \$1500	15%			
\$1.00 to \$600	25%			

Date:

l/We

\_\_\_\_\_\_, herein after referred to as SELLER, irrevocably appoint Repocast.com, Inc. to act as selling agents for and to include

the following items to be sold by Auction in their Auction on the date of \_\_\_\_\_\_ or dates following \_\_\_\_\_

\* Seller acknowledges that all items will sell to the highest bidder.\* \* Repocast.com does not guarantee any selling price\*

ITEMS: Please list in detail with serial numbers, year, description, etc.				
CONTROL#	WHS LOC	DESCRIPTION		

## **TERMS AND CONDITIONS**

Repocast.com, Inc. will be agent for the SELLERS and will see all the above listed items to the highest bidder by public-internet online auction at the commission as listed above or \_\_\_\_\_% of the gross amount of the highest bidder for all items sold at the internet online auction. Additionally, there is a \$5.00 per lot entry fee.

Repocast.com, Inc. will arrange advertising and mailings as it deems advisable to obtain the maximum results. Repocast.com, Inc. will conduct the auction, furnish assistants and clerks as may be necessary, make all collections and finalize billing details directly connected with the auction. If for any reason whatsoever Repocast.com, Inc. fails to complete the sale of any item consigned to this auction, Repocast.com, Inc.'s sole liability shall be to return such item to our facility in Byron Center, MI (or if sold off site to the off site location) and SELLER shall have no further claim. The advertising costs will be deducted from the gross proceeds of the auction, payable by the SELLERS:

All payments and checks for purchases at the auction shall be made payable and delivered to Repocast.com, Inc., who will furnish a complete accounting and settlement within 14 banking days after the auction.

SELLER will furnish Repocast.com, Inc. with a complete descriptive list of the equipment and miscellaneous items, etc. to be sold at auction, including serial numbers which are to appear on the advertising literature.

SELLER will deliver all the listed equipment and titles, if a title unit, to the auction site no later than 7 DAYS prior to the auction date and in the cleanest, most functional condition practical. Any misrepresentation by the SELLER as to description or condition will allow Repocast.com, Inc. to make a downward adjustment on the selling price at Repocast.com, Inc.'s discretion.

SELLER guarantees that is has good title and right to sell items on the auction; that they are without mortgages, liens, or encumbrances of any kind except those which are specifically detailed within this contract. SELLER assumes full responsibility for providing marketable title and delivery of title to purchaser, payment of proceeds to creditors, and SELLER will assume all attorney's fees and court costs, if such a case should arise. Please list any creditors and lien balances here:

SELLER will maintain insurance and holds Repocast.com, Inc. harmless for any damage or liability claims resulting from involvement of equipment or property at the site until SELLER has been paid by Repocast.com, Inc. SELLER will maintain insurance until SELLER has been paid by Repocast.com, Inc. and SELLER will be liable for any theft, damage, fire damage or vandalism that may occur while on auction premises or while being handled by Repocast.com, Inc.

SELLER agrees not to bid on their own items.

SELLER agrees that the equipment herein listed will not be withheld or disposed of in any manner and that Repocast.com, Inc. makes no guarantees as to selling price. Said commission and expense to be paid from the first proceeds of the internet online auction sale. On any items not successfully sold, SELLER agrees to pay a minimum of \$50.00 per lot. Storage fees to be billed at \$10 or \$ \_\_\_\_\_\_ per day per lot. Title processing fee will be \$10 per titled unit.

Sellers Signature	Seller (Print)	
Repocast.com, Inc. Agents Signature	Address	
Date	City	StateZip
Seller's Email	Phone	Fax