

# AUCTION CONSIGNMENT AGREEMENT

CONSIGNOR#

Auction Date: \_\_\_\_\_

This consignment agreement is between CMC 4-H Foundation, Inc. and the following Consignor:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## The Terms of Your Consignment with CMC 4-H Foundation, Inc.:

- The consignment agreement covers all items accepted by CMC 4-H Foundation, Inc. for sale and identified below and/or on the attached list.
- I agree to consign all items below and/or on the attached list with the CMC 4-H Foundation, Inc. and understand these items will be sold to the highest bidder by public auction, without reserve.
- I represent and warrant that I am the sole owner of the property listed herein with good title thereto, that I have full legal right to sell or cause the property to be sold, that the property is free of all liens and encumbrances, and that clear title and right to possession of the property will pass to the buyer thereof.
- I agree to provide title to any item that has a written title document, and to cooperate in the execution of the document and the transfer of title.
- I warrant that any and all representatives regarding the item are true and accurate. I understand that bidders/buyers might rely on my representations. I agree to indemnify and hold harmless the CMC 4-H Foundation, Inc., its employees, agents and representatives, and Auctioneer, and its employees, agents and representatives from and against any claims, damages and expenses, including court costs and attorneys fees, arising out of any inaccuracy or alleged inaccuracy of any representations made herein or anywhere with regard to the item, and arising out of any personal injury or damages incurred or allegedly incurred from the use of the item.
- I will be responsible for bringing items to the 4-H Fairgrounds prior to the auction (Wednesday, July 17, 2013). I will also be responsible for the removal of any unsold or withdrawn items for any reason within 10 days from the conclusion of the auction.
- I agree that the CMC 4-H Foundation, Inc. is entitled to a commission based on the final auction price(s) of the Consigned item(s) pursuant to the commission schedule listed below. The 4-H Foundation, Inc. will pay the proceeds collected from the sale, after deducting its commission, within 10 days of receiving full payment from buyer.
- CMC 4-H Foundation, Inc., or the Auctioneer, reserves the right to reject or accept any or all bids, and the right to withdraw any items from the auction before completion of the auction.
- CMC 4-H Foundation, Inc. is not responsible for items consigned to the auction. You are responsible for insurance on items, should you elect insurance coverage. CMC 4-H Foundation, Inc., the Auctioneer, or other representatives will not be responsible for theft, damage or destruction to any consigned item.

COMMISSIONS: (per lot)     \$1.00 to \$1, 000 = 20%  
   \$1,001 to \$5, 000 = 10%  
   \$5,001 and Higher = 5%

Other Fees/Arrangements

| <u>INVENTORY LIST</u> |    |
|-----------------------|----|
| 1.                    | 5. |
| 2.                    | 6. |
| 3.                    | 7. |
| 4.                    | 8. |

Please initial this box if you wish to donate your items that do not sell to CMC 4-H Foundation, Inc.

By signing below, I hereby understand and agree to all the terms and commissions stated in this Auction Consignment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date