



Auction Consignment Agreement

With reference to the fixed assets detailed in the attached "Schedule A" the following shall act as an agreement between:

Company:	
Contact:	
Address:	
Phone/Fax:	
Email:	

and JLG Asset Management Group Inc.. ("JLG"), whereas:

- (1) The Consigner represents and warrants that all consigned assets to be sold are free and clear of any and all liens and encumbrances, that it has complied with all the necessary legal requirements as to the legal disposition and sale of said fixed assets to be sold, and it has been duly authorized by the appropriate creditors and/or stock holders and/or board of directors. The Consigner indemnifies and holds JLG harmless from any claims, damages, and expenses arising out of any failure or breach of the Consigner's representation and warranties.
- (2) JLG in its capacity as the exclusive agent and auctioneers, shall sell said fixed assets on your behalf by public auction sale or private treaty, to the highest bidder. Neither Consigners nor their agents are allowed to bid on their own lots. Doing so may result in the withdrawal of their lots from the auction.
- (3) JLG shall be paid a fixed commission rate of 20% (twenty percent) of all gross proceeds of sales (net of any applicable taxes) with a minimum administration fee of \$100.00 for any unsold item. Items are consigned **with no reserve.**
- (4) JLG shall retain any and all Buyers Premium.
- (5) JLG will provide a full and final accounting and settlement within 20 (twenty) days of sale date.
- (6) JLG shall collect all funds for said sale and shall remit all sales taxes to the appropriate tax departments.
- (7) Consigner shall pay for the cleaning of said fixed assets at the rate of \$25.00 per hour, if required.
- (8) Until possession and title of said fixed assets are transferred to the purchasers and loaded and removed from the premises, Consigner shall bear the risk of loss, damage, liability, or such other casualty of the fixed assets and shall maintain policies of insurance coverage in respect of the above, as well as third party liability insurance.

- (9) Consigner warrants to JLG that the assets do not contain hazardous materials as generally defined by the Ministry of the Environment. Should said assets contain such materials which are subsequently spilled, discharged or otherwise on the premises during the shipping, placing and removal process then the Consigner shall indemnify JLG and its purchasers and remedy same.
- (10) Consigner shall be responsible for the delivery to and off loading of said fixed assets at the sale site and adhere to JLG shipping and receiving requirements.
- (11) In the event that any loss shall occur to JLG or its purchasers by reason of any breach of the warranties or terms and conditions herein set forth, Consigner hereby indemnifies JLG and all purchasers and agrees to save them harmless from any and all claims or damages and to make reimbursements to any of them for any loss or damage occasioned thereby.
- (12) Consigned items **CANNOT BE REMOVED** prior to the auction date.

Accepted By:

Accepted By:

JLG CAPITAL GROUP INC.

(Company)

Per:	_____ Print Name _____ (Signature)
Contact:	
Title:	
Date:	
GST/HST #:	

Per:	_____ Print Name _____ (Signature)
Date:	

Schedule "A"

Consigner:	
Contact:	
Address:	
Phone:	
Fax:	
Email:	

For Office Use Only:
Cons #: _____
Labour: _____

Auction name/#

Qty.	Description	S/N	Lot #	Cleaned
			For Office	Use Only