

# AUCTION CONSIGNOR AGREEMENT

This Auction Consignor Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between:

Company Name	Representative
Address	City, State, Zip
Phone	Email

(hereinafter referred to as "CONSIGNOR ") and collectively JJ Bender LLC, a Connecticut corporation with offices at 457 Castle Avenue, Fairfield, CT 06825 and Thomas Industries, Inc., a Connecticut corporation with offices at 2414 Boston Post Road, Guilford, CT 06437 (hereinafter collectively referred to as "AUCTIONEER").

WHEREAS, the CONSIGNOR is in possession, of certain machinery and equipment, as listed on the attached Schedule "A" (hereinafter "EQUIPMENT"); and has selected AUCTIONEER to sell said EQUIPMENT under the terms and conditions hereinafter set forth.

### TERM AND ENGAGEMENT

1. CONSIGNOR engages AUCTIONEER for the purpose of selling EQUIPMENT at an Online Auction (hereinafter "AUCTION") to be conducted on **December 14th 2017** (hereinafter "SALE DATE"). CONSIGNOR understands equipment from other consignors will be included in AUCTION. The AUCTION will be posted and conducted on AUCTIONEER'S website at [www.thomasauktion.com](http://www.thomasauktion.com).
2. **CONSIGNOR shall be required to execute and return this completed Auction Consignor Agreement to AUCTIONEER, with all information requested on Schedule "A" 10 days prior to listed auction date, otherwise equipment may not be included in AUCTION. The executed agreement and all requested information should be sent to: [jstasko@jibender.com](mailto:jstasko@jibender.com).**
3. The AUCTION of the EQUIPMENT to buyers shall be only on an "as is" and "where is" basis, without guarantee or warranty. The buyers are responsible for removal costs.
4. This Agreement shall be effective as of the date first above made and shall continue in full force and effect until 15 days after the auction listing (hereinafter referred to as the "EXPIRATION DATE")
5. CONSIGNOR shall be entitled to place a Reserve Price (hereinafter "RESERVE") on any pieces of EQUIPMENT to be offered at AUCTION. CONSIGNOR will be obligated to sell any EQUIPMENT with a bid at AUCTION that exceeds the RESERVE. If the high bid at AUCTION is below RESERVE, CONSIGNOR may sell, but would not be obligated to sell EQUIPMENT.
6. The RESERVE on each piece of EQUIPMENT will be as listed on the attached Schedule "A". AUCTIONEER will review all RESERVE prices and in its sole discretion reserves the right to reject any EQUIPMENT from being included in AUCTION if the RESERVE prices(s) are deemed unobtainable.
7. CONSIGNOR hereby represents and warrants to AUCTIONEER and to all purchasers of the EQUIPMENT to be sold that: (a) it has or will obtain good merchantable title, free and clear of any and all encumbrances whatsoever; (b) the SALE of the EQUIPMENT has been duly authorized; (c) the person signing this Auction Services Agreement for the CONSIGNOR has been duly authorized.
8. AUCTIONEER shall charge the CONSIGNOR a 15% commission on all sales above \$5,000.00 & 20% commission on all sales below \$5,000.00 of EQUIPMENT.
9. All monies due CONSIGNOR shall be remitted to CONSIGNOR within approximately (10) working days (M-F) following the SALE DATE or sooner. No proceeds will be remitted until EQUIPMENT has been removed by buyer. Proceeds shall be mailed to the following address unless instructed otherwise in writing by CONSIGNOR:

Company Name	Address
City, State, Zip	Attention

10. All removal of EQUIPMENT will be at buyers' expense. CONSIGNOR agrees to provide buyer immediate access to EQUIPMENT for the removal
11. AUCTIONEER will be responsible to collect and remit all sale or use taxes resulting from the sale of EQUIPMENT and remit to the appropriate authorities.
12. CONSIGNOR agrees to provide all information requested on the attached Schedule "A", to the best of their ability, including photographs. AUCTIONEER will review this information and reserves the right, at its sole discretion, to reject any EQUIPMENT from being included in AUCTION.
13. CONSIGNOR agrees that nothing in this Auction Consignor Agreement shall be construed to require AUCTIONEER to remove any Hazardous Substances that are in or a part of the EQUIPMENT.
14. AUCTIONEER shall use best efforts to obtain the highest prices possible from buyers of the EQUIPMENT. While AUCTIONEER shall use its best efforts to collect all sums owed by buyers, in the event of a default by a buyer, AUCTIONEER' sole responsibility shall be to try and re-sell such EQUIPMENT at the best obtainable price, subject to CONSIGNORS approval, prior to EXPIRATION DATE.

IN WITNESS WHEREOF, the respective parties hereto have executed this Auction Services Agreement by their duly authorized officer and representative as of the day and year first above written.

**CONSIGNOR;**

Signature	Printed Name	Date
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## SCHEDULE "A"

\*The following information is required for each piece of equipment that consignor would like to be included in auction. **Please use form per machine.** All information should be sent with this Auction Consignor Agreement to [jstasko@jibender.com](mailto:jstasko@jibender.com).

<i>Make</i>	
<i>Model</i>	
<i>Serial Number</i>	
<i>Year Manufactured</i>	
<i>Impressions / Clicks</i>	
<i>Under Maintenance Contract</i>	Yes / No
<i>Service History</i>	Yes / No
<i>Payment Preference</i>	Certified Check or Wire Transfer

**Photographs:**

Consignor is required to provide a minimum of **4 photographs** for each piece of equipment. Photographs should be approximately 800 x 600 pixels and emailed to [jstasko@jibender.com](mailto:jstasko@jibender.com).

**Reserve Price:** \$ \_\_\_\_\_

**Equipment Location (Complete Address):**

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**Onsite Contact for Removal (Name, Phone Number & Email):**

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**Truck Loading Service Available (Y/N):**      **Price (if yes):** \_\_\_\_\_