



### **Consignment Auction Agreement**

Agreement made this \_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_, hereafter called Seller/Consignor, and Texas Remarketing Service, JD Shelton, hereafter called Auctioneer.

Auctioneer and \_\_\_\_\_ (Seller) agree to contract for Auctioneer to sell by live bid consigned assets & personal property, excluding real estate property, as described here in under the attached terms and conditions.

#### **Scope of Services**

Texas Remarketing Service is engaged in the business of selling by auction personal and real assets of businesses. Texas Remarketing Service is licensed by the State of Texas to perform such services. Texas Remarketing Service will provide these services to liquidate at auction all of the consigned assets/property to the highest bidder. Texas Remarketing Service scope of services will include:

1. Labor to set up the auction so that it flows in a normal and exciting matter. Presentation shall include planning to minimize risk of loss by theft or injury to attendees.
2. The necessary staff (including cashiers, clerks, ring men, auctioneers, checkout personnel, etc.) to complete the auctions. Auction will be conducted by the LIVE AUCTION METHOD.
3. Advertising and marketing of auction dates, sale sites, items to be sold, terms of the sale using Auctioneer's internet services, direct mail, print media, current client list and other proprietary sources.
4. Lot all items in an order to deliver a more "exclusive presentation. "Auctioneer will also market and advertise this exclusive presentation.
5. Supply necessary state sales tax forms and collection to comply with Texas Sales Tax law.
6. Provide sale catalogs to assist the buyers. All sale results will be computerized and Texas Remarketing Service will provide Consignor with an itemized auction sale report with settlement. Any assets/property that requires a bill of sale must be executed by the consignor.
7. The extension of credit by check or any other method than cash will be at the sole discretion of Texas Remarketing Service. Settlement will be ten business days after the specific sale date for each auction. Sale proceeds will be deposited in Texas Remarketing Service's Escrow Account. Any unpaid or returned checks or charges will be the responsibility of Texas Remarketing Service to recover.
8. Sale time, location, and day will be set by Texas Remarketing Service. Exact location of the sale will also be determined by Texas Remarketing Service.
9. Sale of all assets/property will be absolute unless a reserve is stipulated by the consignor in writing and agreed by Texas Remarketing Service. All assets/property consigned will be sold without warranty expressed or implied and will be advertised that way. An authorized Consignor representative may review any of the auction process at any time.
10. Texas Remarketing Service will control access to auction area during the sale set up and preview period. Due care will be used at all times, however, Texas Remarketing Service will not be responsible for any damage or theft of consigned assets/property at any time during the consignment period. The consignor is responsible for any and all insurance coverage if desired.

#### **Consignor's Responsibilities**

11. Provide releases (UCC 3's) from all creditors having a security interest in any or all of the consigned assets/property to be sold by Texas Remarketing Service if assets/property are part for any security instrument. The Consignor warrants that all items sold will be free and clear of any and all encumbrances or liens prior to the sale. Any releases will be provided prior to the advertising of the sale. Texas Remarketing Service will work at the Consignors request with any secured party to protect all party's interest. Texas Remarketing Service will not be responsible to guarantee the title of

any item. Sale settlement payments will be made direct to the Consignor unless directed otherwise by the Consignor in writing.

12. If the Consignor withdraws, removes, or sells, liquidate, disposes of any of the assets covered under the terms of this contract by privacy treaty, the consignor will pay Texas Remarketing Service the Sellers commission outlined in the FEES AND CHARGES section of this contract.

#### Fees and Charges

13. From the gross auction sales proceeds of the assets consigned, Texas Remarketing Service will charge a commission of \_\_\_\_\_.
14. Texas Remarketing Service will also charge a Buyer's Premium on the total purchase made by each Buyer as part of their respective purchase.
15. Any other auction expenses outside of the scope of services provided will be charged to the Consignor when requested in writing by the Consignor (major repairs, lien payoffs, etc.) A separate fee of ten percent (10%), of the total amount advanced for the benefit of the Consignor will be charged and deducted in addition to the amount advanced prior to settlements of net sales proceeds.
16. Absolute \_\_\_\_\_ Reserve \_\_\_\_\_ Amount \_\_\_\_\_

This is the complete AUCTION CONTRACT. This contract is not assignable by either party without the express written consent of the other party, but subject to the foregoing limitation, the Contract will insure to the benefit of and be binding upon the successors and assigns of the respective parties. The validity and interpretation of any of the terms and provisions of any Contract or the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. Any changes or alterations to the terms of this contract will be executed in writing by both parties. Agreed to and executed effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Texas Remarketing Service

\_\_\_\_\_  
Consignor's Signature

\_\_\_\_\_  
Printed name of Texas Remarketing Agent

\_\_\_\_\_  
Printed name of Consignor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Consignor Number: \_\_\_\_\_

Consignor Phone: \_\_\_\_\_

Consignor Address: \_\_\_\_\_  
\_\_\_\_\_

Consignor Email: \_\_\_\_\_

JD Shelton is a licensed auctioneer by the State of Texas, License Number 12829. If there are any unresolved complaints against Texas Remarketing Service, they may be directed to:

**TX Dept. of Licensing and Regulations**

**P.O. Box 12157, Austin, Texas 78711**

**512-463-6599**

[www.tdlr.texas.gov](http://www.tdlr.texas.gov)

Texas Remarking Service

LIST OF CONSIGNMENT

SELLER: \_\_\_\_\_ SALE DATE: \_\_\_\_\_

<u>LOT #</u>	<u>DESCRIPTION</u>	<u>CLEAR TITLE/BILL OF SALE</u>	<u>KEYS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____	_____	_____
TEXAS REMARKETING SERVICE	CONSIGNOR	DATE