

Consignor ID: \_\_\_\_\_

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

## ONLINE AUCTION CONSIGNMENT AGREEMENT

### ARON AUCTIONS

7715 W. Wind Lake Rd Wind Lake, WI 53185

Phone: 262-923-0369

Consignor's Name(s) \_\_\_\_\_

Proceeds Mailed to \_\_\_\_\_

Mobile/Other Phone Number(s) \_\_\_\_\_

Pick-Up Address(es) if Different \_\_\_\_\_

**Description of merchandise (list key items/give general description-use reverse side if necessary):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Commission Fee(s): put a check mark on the line in front of the appropriate choice(s) and complete as needed.**

\_\_\_\_\_ Commission fee of \_\_\_\_\_% for the sale of all merchandise consigned.

\_\_\_\_\_ Alternate commission fee of \_\_\_\_\_% for the sale of the following: \_\_\_\_\_

\_\_\_\_\_ Commission = \_\_\_\_\_% \$0-\$200; \_\_\_\_\_% \$201-\$500; \_\_\_\_\_% \$501-\$1000; \_\_\_\_\_% \$1001 and up

\_\_\_\_\_ Vehicle Commission \_\_\_\_\_%. Vehicles that sell for less than \$2,500 will be charged a 20% commission

**List of services/fees: put a check mark on the line in front of the appropriate choice(s) and complete as needed.**

\_\_\_\_\_ No packing and cartage fee.

\_\_\_\_\_ \$120.00 per hour for two Aron Auction staff and our moving truck (minimum 1-hour charge).

Total hours: \_\_\_\_\_.

The hourly rates that will be charged include the drive to the pick-up address from our office, the packing and loading of our truck, the drive from the pick-up address back to our office, and then the unloading of the truck into our facilities.

\_\_\_\_\_ Garbage/recycling dumpster(s) and/or cleanout fee(s) \_\_\_\_\_.

**Consignor agrees to the following stipulations:**

1. Consignor warrants and represents to Aron Auctions that Consignor owns, and/or has full authority and lawful power to sell and shall deliver title to the above-described property, free of all claims, encumbrances or indebtedness, and that said property can be sold without violation of any federal, state, or local laws, or other regulations. The Consignor agrees to provide the buyer a full refund if their item is ever deemed "not authentic" by a direct source (i.e. the artist, the artists' estate, the products' designer, etc.). Consignor agrees to allow a UCC search and/or lien search to be conducted on the consignor and/or their business to ensure there are no liens, encumbrances, or indebtedness.

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2. No reserves or minimum bids are permitted by the Consignor. Consignor acknowledges and agrees that neither the Consignor, nor anyone acting on the Consignor's behalf, may bid, directly or indirectly, on the Auction.
3. This agreement is based on the items consigned. Once items have been consigned, it is solely at the discretion of Aron Auctions if an item or items can be removed from an auction due to the photography, cataloging, marketing, or bidding that may have already taken place.
4. **Any items deemed of little or no resale value by Aron Auctions will be discarded. All items brought to Aron Auctions or picked up by Aron Auctions must have any price tags/stickers on them removed (excluding original retail price tags).**
5. Aron Auctions has sole and absolute discretion to determine the order of the sale, the description of the items cataloged, and the grouping of merchandise at the Auction, including Consignor's property and items consigned by others. Aron Auctions has the sole right to determine the number of Auction(s) at which the merchandise, and if any or it, will be offered, and to determine the items that will be offered at each such Auction(s).
6. Sale results are based on the quality, quantity, condition, and desirability of your item(s). Consignor understands that Aron Auctions has no control over the economy, and therefore, cannot be held responsible if specific prices achieved on Auction do not meet the Consignor's expectations.
7. Though Aron Auctions will take reasonable caution to safeguard Consignor's goods from theft and fire, Consignor's insurance alone is responsible for loss, theft, or damage while being transported to or on Aron Auctions premises.
8. Consignor understands that auction personnel reserve the right to bid on any item(s) in any auction.
9. Aron Auctions is responsible for ALL advertising costs related to the sale of the consignment.
10. In the event any items(s) sold are not paid for, Aron Auctions will suffer no liability to the Consignor for these items. These items will be resold in another auction. Aron Auctions reserves the right to take ownership of any items paid for, but not picked up, or resell them.
11. Consignor will receive a printout including but not limited to, a listing of all their lots sold, descriptions of the items sold, prices realized, commissions taken out, and taxes (if applicable) each time they receive a check from auction proceeds. Aron Auctions is responsible for collecting all sales tax due from said online auctions and paying the appropriate state entity. Any service fees as noted above, if not previously paid, will be retained from the gross sale proceeds of the Auction(s). Check(s) for proceeds will be issued to the Consignor from the Client Trust Account within 30 days after the final sale of ALL the Consignor's goods.
12. A Buyer's Fee can/will be charged to each winning bidder. This fee shall be determined & retained by Aron Auctions.
13. Aron Auctions cannot and will not, be held responsible for any interruption in service, errors, and/or omissions, cause by any means and does not guarantee continual, uninterrupted or error free service or use of their website and online bidding platform. Consignor acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. Aron Auctions in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any items/lots that were affected by any malfunctions. The decision of Aron Auctions is final.
14. Force Majeure: Neither party will be held liable or responsible to the other party, or be deemed to have defaulted under or breached, this Agreement, for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without being limited to, fires, strikes, floods, adverse weather, pandemics, acts of war, terrorism, riot, or public disorder, acts of God, lawful acts of public authorities, electronic failures, communication failures, and internet service disruptions.
15. All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Aron Auctions, and the Consignor.
16. Aron Auctions may at any time terminate this agreement with you if you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms). Consignor agrees that with any dispute regarding this transaction, that they forfeit all rights to litigation, and agree that any mediation or arbitration will take place exclusively in Racine County, Wisconsin, U.S.A.
17. Any personal property not included in the Auction must be removed by \_\_\_\_\_.
18. Aron Auctions has the sole authority to control all access to the property and buildings until the conclusion of the auction(s).

CONSIGNOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF REPRESENTATIVE FOR ARON AUCTIONS \_\_\_\_\_