



Ellenberger Auctions & Estates

Auction Agreement

01-01-2020



It is hereby agreed upon between **Ellenberger Auctions & Estates as auctioneer's** and:

_____ **as owners,**

Mail Address: _____ **City:** _____

State: _____ **Zip:** _____ **Phone:** _____ **Email:** _____

that the following property will be sold at a Public Auction, on the following **Date:** _____

Auction date may have (open) written in it if items will be sold or brought in across several auction dates. Ellenberger Auctions & Estates is to conduct the auction and for this service, the owner agrees that the auctioneer shall:

- 1) Deduct the fee of **(30%)** of the gross sales receipts, resulting from the said auction sale for any item less than \$1000.00 per item and:
- 2) Deduct the fee of **(50%)** of the gross sales receipts, resulting from the said auction sale for any item less than \$10.00 per item and:
- 3) Deduct the fee of **(15%)** of the gross sales receipts, resulting from the said auction sale for any item over \$1,000 but less than \$50,000 per item.
- 4) Deduct the fee of **()** of the gross sales receipts, resulting from the said auction sale for any items with a greater dollar amount listed below or items listed on the auction listing sheet and attached to original contract.

(_____)

Settlement will be made after **(10)** business days following the auction reconciliation. This settlement will be accompanied with sales settlement statement from said auction. The clerking and cashing will be done by Ellenberger Auctions & Estates and the owner will receive a copy of all items sold. There will be no upfront charges for any services per this contract and will be taken out prior to settlement of the auction. Auctioneer shall handle the promotion and advertising of auction. The owner will have all merchandise in a good presentable condition on auction day. Auctioneers do not cover stolen merchandise or cover checks given to Ellenberger Auctions & Estates which cannot be collected for any reason. No merchandise shall be sold prior to the auction and all items will be sold to the highest bidder, with no minimum bid and no reserves unless otherwise stated in writing on the original contract. As Auctioneers, we are acting as agents only and therefore not responsible of acts of you, the seller. Seller agrees to hold auctioneer harmless and to defend auctioneer from all claims, losses and damages, including reasonable attorney's fees related to personal injury or property damage of parties during exhibition, sale and removal of goods. The auctioneer reserves the right to refuse all non-saleable items at any location. The auctioneer reserves the right to refuse all items if any part of the agreement is violated. Items not sold at the auction after a good-faith attempt at sale shall be donated to a charitable organization or removed in other manner after each sale. This does not include Items with a written agreed upon reserve. The Auctioneer may charge a **10%** fee for all items with reserve if item does not sell at agreed reserve. It will be the responsibility of the seller to retrieve these items from sell location upon non-sell. If Items with reserve are not sold and not picked up after sale a **\$25** per day storage fee will be charged for each item stored.

The auctioneer agrees to use professional skill, knowledge, experience to the advantage of both parties in preparing for and conduction of the sale. The seller agrees he has good title and right to sell said goods and said goods are free from all encumbrances.

Additional Expenses

Cleanup & Trash Disposal Fee: _____

Moving or Setup Expenses: _____

Additional Agreement: (Portal to Portal) \$25 per hour per person for moving expenses is incurred from the time the driver leaves Ellenberger Auctions & Estates location until the truck returns to our location. This cost may be waived by the Auctioneer but must be agreed upon prior to pick-up. Fuel charges are as stated 25 mile radius of the auction location (\$25.00), 50 Mile radius of the auction location (\$50.00). Over this millage will be settled prior to pick up. Ellenberger onsite auction setup is \$25 per hour per person for setup. No moving or pickup fees if customer has it deliver to EA barn.

EA Authorized Personnel	Date	Seller	Date
		Driver's License#	State