



Ellenberger Auctions & Estates

Estate Auction Agreement

010915



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 **(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.
- 3) 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, 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 at the end of the auction day. 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 and paid for by the seller. Restroom facilities must be provided by the Seller or Auctioneer will provide and will be paid for by the Seller. 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. Owners may not bid or have any person bid for them at anytime during the auction. 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 (held at seller's location). 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 sale. This does not include Items with a written agreed upon reserves. It will be the responsibility of the seller to retrieve these items the day of auction from sell location upon non-sell.

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: _____ **Average Cleanup Costs \$500.00**
Moving Expenses: _____ **Average Moving Expenses \$400.00**

Additional Agreement: \$25 per hour per person for set up and cleanup expenses are incurred from the time the Ellenberger Auctions & Estates personnel arrive at the location until they leave the location daily. This cost will be estimated prior to contract being signed. The customer will be notified (while conducting services) if cost will run over this amount before continuing. If so agreed upon Ellenberger Auctions & Estates will remove all non-sale items and trash from location following the auction (Turn Key). This is covered in the cleanup portion with the estimate if so agreed upon.

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