



Email: cristfmiller@gmail.com

Consignor:	Address:	Phone:
City:	State:	Zip:
Country:	Email:	

AUCTION DATE:	IF YOU CHOOSE A RESERVE AUCTION-YOUR OPENING BID IS YOUR RESERVE PRICE
ON RESERVE AUCTIONS ONLY: ENTRY FEE IS REQUIRED AT TIME OF CONSIGNMENT PER ITEM AS FOLLOWS:	
Less than \$5,000=\$250.00 \$5,000 to \$9,999=\$375.00 \$10,000 to \$14,999=\$500.00 \$15,000 and above=\$650.00	
Please Note: This fee will be credited to your commission at the time of the sale of you item.	

YEAR	DESCRIPTION	MAKE	MODEL	SERIAL#	HOURS/MILES	OPEN BID
Comments:						

THIS AGREEMENT entered into by and between Crist F. Miller, hereinafter referred to as Auctioneer, _____ hereinafter referred to as Seller(s).

FOR AND IN CONSIDERATION of the services to be performed by the Auctioneer, the undersigned Seller of the property hereinafter described hereby employs and grants the Auctioneer the Exclusive right to sell the following described property at (Auctiontime.com).

See attached list

This Online Auction will be ___ Reserve Auction ___ Absolute Auction. A Reserve Auction is defined as an auction in which the seller or agent of the seller reserves the right to establish a stated minimum bid. An Absolute Auction is defined as an auction of real or personal property to which all of the following apply: property is sold to the highest bidder without reserve, auction does not require a minimum bid, auction does not require competing bids of any type by the seller or an agent of the seller; and seller of the property cannot withdraw the property from auction. This right to sell specifically includes the right to sell the above property at Online Auction to the highest bidder(s) on Auctiontime.com. Seller(s) warrants and represents to the auctioneer that seller owns, 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 auctioned without violation of the Federal, State or other regulations.

The Auctioneer shall sell said property, using his professional skill, knowledge, and experience to the best advantage of both parties in preparing and conducting the auction sale. The Auctioneer shall receive as compensation for promoting, and conducting said auction sale (per item) as follows: Less than \$5,000.00=10%. \$5,000.00 to \$9,999.00=8%. \$10,000.00 to \$14,999.00=6%. \$15,000.00 and above=5%. There is a minimum commission fee of \$250.00 per item. The Auctioneer shall keep accurate records of said auction, and permit the Seller to examine same. **TERMS AND CONDITIONS:** Both parties agree that Auctioneer will act as the Seller's agent and conduct an online auction of personal and other property of the Seller. The Auctioneer will use his professional skills, knowledge and experience to the best advantage of both parties in preparing for and conducting the auction.

If the auction is postponed for any reason beyond either party's control, the auction will take place at a date agreeable to both parties. The Seller agrees to turn over, deliver and/or make available the items here listed to be sold at online auction:

It is agreed that the auctioneer will provide the net proceeds of the auction along with sales receipts and records to the seller at time of settlement. The Seller shall maintain and provide premises in which said property is located. The Seller shall not sell, dispose of or otherwise withdraw from said auction any part of the said property or refuse to submit said property, or any part thereof. The Seller shall not interfere, prevent or prohibit auctioneer in any manner, prior to or during auction, from carrying out his duties and obligations to this agreement. The Seller shall in the event of breach of covenants contained herein, pay the auctioneer as liquidated damages, all advertising and other expenses incurred, and a commission of Ten Percent (10%) of the value of said property, or any other agreed upon amount prior to cancellation of the auction. Nothing herein contained shall be construed to or constitute the parties hereto as partners. In the event it becomes necessary for either party to collect any sum or sums due through legal action, Seller waives venue and agrees to pay all costs and expenses of such action, including reasonable attorney's fees.

This agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and assigns.

Crist F. Miller Auctioneer is licensed by the Department of Agriculture, License No. 2007000176, and an aggrieved person may initiate a claim against the auction recovery fund created in section 4707.25 of the Revised Code as a result of the licensee's actions.

Selling through AuctionTime - The seller is expected to represent the machine to the full extent of their knowledge. The seller is not allowed to bid on their own equipment. If a seller bids on their own piece of equipment the bid will be removed immediately. Bidding on your own equipment or failing to accurately represent your machine could result in a revocation of your right to sell equipment on AuctionTime.

AuctionTime makes no representations, guarantees or warranties regarding the machine or the buyer or seller and encourages users to conduct any investigation deemed necessary. Furthermore, AuctionTime is merely a venue that brings buyers and sellers together and is not in any way a party to, or otherwise involved in, the buy/sell transaction between the buyer and seller. When your consignment is entered with us it must sell on AuctionTime. If you (the seller) remove the item you agree to pay a \$990.00 removal fee.

Signed and sealed this _____ day of _____ 20 _____

Seller Signature

Crist F. Miller
Auctioneer Signature