

# PERSONAL PROPERTY AUCTION CONTRACT

## Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between

of \_\_\_\_\_, hereafter called Seller,  
and Sunflower Auction, LLC, hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn auctioneer shall receive full commission on the item.

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The auction is to be held at \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneer may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens of encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all encumbrances except as follows: (if none **WRITE NONE**) \_\_\_\_\_

Item	Mortgage or Lien Holder	Address	Approximate Unpaid Balance
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay sale expenses including:

Auctioneer's Fee \_\_\_\_\_

Clerk's Fee \_\_\_\_\_

Cashier's Fee \_\_\_\_\_

Other Personnel \_\_\_\_\_

Advertising \_\_\_\_\_

Other \_\_\_\_\_

(x) \_\_\_\_\_  
(Auctioneer's Signature)

(x) \_\_\_\_\_  
(Seller's Signature) (Telephone)

(x) \_\_\_\_\_  
(Seller's Signature) (Telephone)

\_\_\_\_\_  
(Seller's Address)

(Auctioneer's Address) (Telephone)

\_\_\_\_\_  
(Seller's Social Security No. or FED ID No.)