

Consignment Auction Agreement

1. It is mutually agreed by and between Timothy Beathard, Auctioneer and The Madison County 4-H Equine Committee and Consignor(s)/Seller(s) as listed below, in consideration of the mutual promises and understandings herein set forth, and for value received, Consignor engages and employs auctioneers to cry said public auction sale at the time and place hereinafter stated and that he will use their professional skills, knowledge and experience in preparing for and conducting the auction.

2. Date of Auction Sale: Sunday February 17, 2019

3. Time of Auction Sale: 3:00 PM

4. Place of Auction Sale: Madison County Fairgrounds, London, Ohio

5. Description of property, in general: new and used tack items as itemized.

6. The Consignor(s) represent and affirm that Consignor has good title, legal right and full power to sell, convey said property and that the property for which this contract is signed is free of all liens, attachments, claims and/or encumbrances unless stated hereafter.

7. This auction shall be:

 An "Absolute Auction" meaning an auction of real or personal property to which all of the following apply: (A) The property is sold to the highest bidder without reserve. (B) The auction does not require a minimum bid. (C) The auction does not require competing bids of any type by the seller or an agent of the seller. (D) The seller of the property cannot withdraw the property from auction after the auction is opened and there is public solicitation or calling for bids. A separate agreement addendum will be required for this type of auction. By selling at absolute auction, the Owner or any agent for the Owner, is prohibited by Ohio Revised code 4707 from bidding on their own property.

Or

XX A "Reserve Auction" meaning an auction in which the seller or an agent of the seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real or personal property at any time prior to the completion of the auction of that item by the auctioneer.

8. Consignor hereby agrees to pay 20% of sale price of items selling for \$1,000 or less. Items selling over \$1,000, commission fee is \$200 plus 3% on the amount over the \$1,000 selling price.

9. Terms of the auction shall be cash of good Ohio. Visa and MasterCard will be accepted with a 5% convenience fee.

10. Consignor authorizes Auctioneer to collect all monies and have all checks made payable to Timothy E. Beathard, Agent to be deposited into his agent's trust account within 72 hours of the auction. Auctioneer is further authorized to disburse from the agent's account amounts necessary to satisfy any liens. Consignor authorizes Auctioneer to pay auction fees and expenses, as listed above, from this agent's account and that the net proceeds will be disbursed to Consignor within 20 days of auction. The Auctioneer agrees to provide timely receipts and sale records to Consignor.

13. Any bad checks, credit card charge backs, or unpaid items are the responsibility of the Consignor.

14. The individual auctioneer is licensed by The State of Ohio, Department of Agriculture, 8995 East Main Street, AB Graham Building, Reynoldsburg, Ohio 43068 and participates in the auction recovery fund. An aggrieved person may initiate a claim against this fund as created in section 4705.25 of the Revised Code as a result of the licensee's actions.

18. Consignor acknowledges receiving a copy of this agreement at the time of signing and have executed this agreement in duplicate dated this 17th day of February, 2019

Consignor: _____ Address: _____

Phone: _____ email: _____

Signature: _____

Auctioneer: Timothy E. Beathard Address: 63 North Main Street London, Ohio 43140



Ohio Auction License #57198435839

Consigned Items