

THIS SECTION TO BE COMPLETED BY AGENT (Liquidbidding.com)			
Select Location Items Are Being Sold From		Check all that apply	
<input type="checkbox"/> 1721 James P. Cole Blvd Flint, MI 48503 810.762.1055	<input type="checkbox"/> Other:	<input type="checkbox"/> Liquidbidding.com Agent to picture/write up auction lots	<input type="checkbox"/> Customer Supplied Pictures <input type="checkbox"/> Customer Supplied Descriptions
DETAIL OF ITEMS TO BE SOLD ARE :		<input type="checkbox"/> Refer to Addendum for special conditions/descriptions, etc.	
<input type="checkbox"/> Refer to detailed items listed on Consignor Statement #:			
AGENT (Liquidbidding.com) ACKNOWLEDGMENT			
Date Accepted from SELLER:	Employee #:	Printed Name of Employee:	
Consignor ID#:	Salesperson:	Commission Rate: <input type="checkbox"/> Standard <input type="checkbox"/> Specialty Auction _____%	
THIS SECTION TO BE COMPLETED BY SELLER			
SELLER INFORMATION (this is how payout check will be issued & mailed)			
Printed Name: (this is how Payout Check will be issued)		Phone:	Alternate Phone:
Street Address: (this is where Payout Check will be mailed)		City:	State: Zip
Email:		Printed Name of Person Dropping Items Off (if different from SELLER information):	
SELLER ACKNOWLEDGMENT & AGREEMENTS			
<i>Refer to FULL TERMS AND CONDITIONS OF AGREEMENT for complete details</i>			
I/We, herein referred to as "Seller," irrevocably appoint AGENT (Liquidbidding.com) to act as "Selling Agent" pursuant to the terms of this agreement ("Agreement"). This Agreement shall govern sale of items at public online auction by AGENT (Liquidbidding.com).			
X Signature of SELLER (or on behalf of SELLER) acknowledges and accepts terms and conditions of Agreement			

FULL TERMS AND CONDITIONS OF AGREEMENT

- 1. FEES (SELLER agrees to pay AGENT):**
 - a. Commission: SELLER agrees to pay a Commission rate as listed above. Commission is based on the highest bid for each lot sold on the public online auction. Commission will be deducted from the payout to SELLER.
 - b. Lot Entry fee: \$5.00 per lot. Applies to each lot accepted and listed by AGENT for sale on the public online auction. Lot entry fee will be deducted from payout to SELLER.
 - c. No Sale Fee: \$25.00 per lot. SELLER Agrees to pay a minimum of \$25.00 per lot applicable to each lot not successfully sold for any reason. No Sale Fee(s) will be deducted from payout to SELLER. In the event there is no payout due to SELLER, the SELLER will pay the AGENT the no sale fee(s) within 7 days of original auction date and prior to removal of item(s) by SELLER from AGENT'S premises. No Sale Fee also applicable to lots not meeting reserve or minimum, including lots which the SELLER is also the high bidder (although stated in 3e that seller agrees not to bid on their own items, this is considered a buyback or protecting on behalf of SELLER), or for any other reason the sale of lot is not completed.
 - d. Storage Fees: \$10 per day per lot. Applies to any lot not successfully sold for any reason and not removed by SELLER within 7 days after auction date.
 - e. Other: Pre-arranged fees as agreed upon between SELLER and AGENT (i.e. specialized marketing, etc.).
- 2. Marketing Boost (optional). Required to be paid in full in advance with Credit Card. \$30.00.** Initial Here if you opt for Marketing Boost: _____
- 3. PAYMENTS (AGENT agrees to pay SELLER in the following manner):**
 - a. A payout check will be issued to and mailed to the SELLER, as listed above, for the amount of total highest bid for all items contracted for sale with AGENT, less agreed upon commissions and applicable fees and expenses. A detailed statement of bid price, commission paid, expenses, fees, etc. will be E-mailed to the address above. Payout Amounts of less than \$5 are available for pickup.
 - b. AGENT will mail payout check 14 banking days after the auction or completed sale of item(s). A Statement will be E-mailed to the address above. Printed Statements are available for an additional \$15.
 - c. SELLER acknowledges that, in the unlikely event that the AGENT is unable to complete sale with highest bidder, for any reason (i.e. unable to contact and/or collect payment); SELLER will be contacted within 14 business days and given the opportunity to pick up item(s) from AGENT'S premises: (1) 7 days after notice is provided; or (2) if no notice is given, 21 days after the auction sale date, in all cases with storage fees to accrue on and after 7 days after the auction sale date. Payout of such item(s) will not be included in payout check.
- 3. OTHER:**
 - a. AGENT will arrange advertising and mailings as it deems advisable to obtain the maximum results. AGENT will conduct the public online auction, make all collections and finalize billing details directly connected with the auction.
 - b. AGENT is not responsible nor liable for performance issues, website outages, internet interruptions, or system failures of the online auction bidding system.
 - c. SELLER agrees all items are subject to acceptance or rejection by AGENT.
 - d. SELLER agrees all items will sell to the highest bidder.
 - e. SELLER agrees not to bid on their own items.
 - f. SELLER agrees any intentional or unintentional misrepresentation by the SELLER or AGENT as to description or condition will allow AGENT to make a downward adjustment on the selling price or void sale completely at AGENT's discretion.
 - g. SELLER guarantees that is has good title and right to sell items on the auction; that they are without mortgages, liens, or encumbrances of any kind except those which are specifically detailed within this contract.
 - h. SELLER will maintain insurance and holds AGENT harmless for any damage or liability claims resulting from involvement of equipment or property at the site until SELLER has been paid by AGENT. SELLER will be liable for any theft, damage, fire damage or vandalism that may occur while on auction premises or while being handled by AGENT.
 - i. SELLER agrees items that do not sell for any reason are required to be removed by SELLER from AGENT'S premises: (1) 7 days after notice is provided; or (2) if no notice is given, 21 days after the auction sale date, in all cases with storage fees to accrue on and after 7 days after the auction sale date.
 - j. SELLER agrees items that do not sell for any reason, and SELLER does not remove from AGENT'S premises by the deadline date, Agent is authorized to dispose of or sell in any manner deemed expedient by Agent, with no implied covenant of commercial reasonableness, and further authorized to apply sale proceeds, if any, to any Seller obligation owed Agent, with the surplus, if any, to be sent to Seller.
 - k. SELLER agrees that the equipment herein listed will not be withheld or disposed of in any manner by the SELLER once delivered to AGENT.
 - l. SELLER agrees that AGENT makes no guarantees as to selling price.
 - m. SELLER will deliver all the listed items (and title(s) if titled unit) at time of completing this agreement (minimum of 7 days prior to auction date).
 - n. SELLER assumes full responsibility for providing marketable title and delivery of title to purchaser, payment of proceeds to creditors, and SELLER will assume all attorney's fees and court costs, if such a case should arise. Please list any creditors and lien balances here:

CREDITOR (if applicable):
 CREDITOR NAME _____ CREDITOR CONTACT NAME: _____ CREDITOR PHONE#: _____
 CREDITOR ADDRESS _____ LIEN BALANCE: \$: _____

- 4. INTEGRATION CLAUSE:** There are no representations, agreements or conditions relating to the subject matter hereof other than as expressly set forth in this Agreement and/or the accompanying Statement of Appendix which contain the entire agreement between the parties. The Seller acknowledges that no oral representations or warranties have been made by Liquidbidding.com, Inc. or by any of Liquidbidding.com's agents, affiliates, or employees.
- 5. CONSENT TO SUIT IN MICHIGAN:** In the event of legal proceedings arising from this contract or from the auction in connection therewith, SELLER consents to being subject to the personal jurisdiction of the courts of the State of Michigan. SELLER also agrees that venue shall be in Genesee County, Michigan and that the laws of the State of Michigan shall govern this Agreement and the parties' transaction hereunder. The SELLER expressly agrees to indemnify and save the AGENT and their assigns harmless from and against all claims, losses, expenses, damage or liability, (including, but not limited to, attorney's fees), directly or indirectly caused by or resulting from an act, including the negligent acts or omissions of the AGENT, or anyone acting in his/her behalf in connection with or arising out of auction, except that the SELLER shall not be responsible to the AGENT for damages caused by or resulting from the AGENT's sole negligence.