

Indiana Ohio Equipment  
2260 E 1100 S Geneva, IN 46740  
Contact: Ryan Free  
Phone: 260-849-0649  
www.ioequip.com

### Online Auction Consignment Agreement

• All items listed as soon as possible once contract is signed and pictures, video, information and titles are collected. No buyer's premiums. No hidden reserves. Auctions end every Wednesday.

• **Selling Fee Structure**

**\$0 - \$15,000+ High Bid: 8% fee**

\*Fees include the nationwide advertising through AuctionTime.com – powered by Machinery Trader, Tractor House, Truck Paper & Marketbook.

**Listing options:**

- **Absolute (\$100 starting bid, sells regardless of price to the highest bidder)**
- **Reserved Opening Bid (starts off at your minimum selling price, \*upfront fee applies, see Exhibit "A")**

It is understood that "Indiana Ohio Equipment" is unable to guarantee a specific selling price for items sold through auction format.

An upfront listing fee is due on EACH item listed with a reserve/minimum opening bid.

Reserve fee is determined from the price set as minimum.

By consigning this item you are agreeing to sell it through the auction and only through the auction. No items should be sold outside of the auction.

If an auction needs to be removed for any reason once it has been advertised there is a \$1,500 cancellation fee per item. Failure to pay this cancellation fee will result in legal action.

Option 1: \_\_\_ Absolute - No upfront fee. Item starts at \$100. Highest bid wins item

Option 2: \_\_\_ Reserved - Upfront fee. Minimum selling price of \$\_\_\_\_\_ = Upfront fee of \$\_\_\_\_\_

**You have the option to sell the equipment from your property. We will work with you to gather title, pictures, videos, specs & inspection information for the listing. Items will be listed to the best of our ability, disclosing any known issues/defects. Items Sell AS-IS, Where-IS. Shipping is buyer's responsibility, loading assistance may be required by the seller.**

**Indiana Ohio Equipment will make every effort to safeguard consigned item(s) if on our property; however, Indiana Ohio Equipment shall be relieved of all responsibility for fire, theft, accidental damage and/or breakage to property delivered under this agreement. Coverage, if any, shall be retained by the consignor, at the expense of the consignor for the benefit of consignor.**

**Indiana Ohio Equipment does not allow 'buy backs', 'shill bidding', or 'protecting equipment'. These practices could result in bids being removed on the item and/or revocation of any bidding rights.**

**By signing below you state that the items consigned for auction are owned free and clear by you and you have the right to sell them.**

**This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Indiana. This Agreement will be binding upon and inure to the benefit of the parties, and their respective distributees, successors and assigns. Any signatory to this agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the agreement shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.**

By signing below I understand & agree to all the above terms and conditions.

Consignor Name (Print) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Signature X \_\_\_\_\_ Date \_\_\_\_\_ Seller# \_\_\_\_\_