



## AUCTION CONSIGNMENT AGREEMENT

Consignor \_\_\_\_\_ EQUIPMENT DISPOSITIONS INC.

Address \_\_\_\_\_ 1218 ALDERWOOD AVE

\_\_\_\_\_ SUNNYVALE, CA 94089  
City, Zip

IN CONSIDERATION of their mutual covenants, the parties agree as follows:

- 1. Consignment.** Consignor consigns to EQUIPMENT DISPOSITIONS INC., hereinafter “edispositions”, certain personal property to be sold by edispositions at public online auction on a date to be determined by the parties, said property being listed on the attached Exhibit “A”.
- 2. Right to Sell.** edispositions shall have the exclusive right to sell the personal property (check one) (a) \_\_\_\_\_ to the highest bidder for cash, or (b) \_\_\_\_\_ for preset minimum bids as specified by Consignor.
- 3. Commission.** Consignee agrees to pay unto edispositions a commission of \_\_\_\_ % of the sales price of all personal property sold by auction to be withheld from the proceeds of the sale. Other expenses:  
\_\_\_\_\_
- 4. Delivery of Merchandise.** Consignor shall deliver to edispositions, within \_\_\_\_\_ days, the personal property identified herein. The personal property shall be delivered to and shall be held for sale at Consignors place of business at \_\_\_\_\_. Consignor shall be responsible for any loss of or damage to merchandise while it is under the control of the Consignor
- 5. Accounting and Payment.** No later than the 10 days after the online auction at which the personal property is sold, edispositions shall furnish Consignor with a summary itemizing all sales transactions and remit to Consignor all money received by him from the sale of Consignor's personal property less agreed commissions and expenses, if any.
- 6. Title to Merchandise.** Title to the merchandise consigned to edispositions by Consignor shall remain in Consignor until such products are sold by edispositions in the regular course of business. Consignor

represents that the personal property is free and clear of all liens and agrees to indemnify and hold edispositions harmless for the payment of same.

7. **Construction; Waiver.** This Agreement shall be construed according to the laws of the State of \_\_\_\_\_. The right of either party to require strict performance by the other hereunder shall not be affected by any previous waiver, forbearance, or course of dealing.

Agreed by the Parties and Executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Consignor \_\_\_\_\_ Company: \_\_\_\_\_