



**Pacific Northwest Auction House
Online Auction Consignment Agreement**

I _____, herein after referred to as SELLER, irrevocably appoint Pacific Northwest Auction House, LLC, herein after referred to as AGENT, to act as selling agents for and to include the following items to be sold by auction in their online auction on the dates following _____. Seller acknowledges that all items will sell to the highest bidder and that Agent does not guarantee any selling price. Unless otherwise specified, Agent may group Seller’s items in lots designed to maximize overall selling price. If Seller does NOT want multiple items grouped into individual lots, please initial below:

_____ **DO NOT GROUP MY ITEMS**

Brief overview of initial items. Attach detailed information using auction intake form(s).

TERMS AND CONDITIONS

Pacific Northwest Auction House, LLC will be the Agent for the Seller and will sell all attached listed items to the highest bidder by public internet online auction at the commission rate detailed below. The agent will conduct the auction, make all collections, and finalize billing details directly connected with the auction. If for any reason whatsoever any item consigned to this auction is unsold, the agent’s sole liability shall be to make the item available for seller to retrieve and the seller shall have no further claim. Seller may elect to have Agent donate unsold items to charity as detailed below.

All payments to seller less commission, lot entry fees, any other fees contained in this contract shall be made in the form of a company check mailed to the seller’s address listed below within 7-10 banking days from the end of the auction in which these items are sold. Current auction fees are posted on Agent website at pnwauctions.com, and a copy of current auction fees will be provided to Seller upon request.

Seller will furnish a complete descriptive list of the items being consigned to be sold at auction, including model numbers, serial numbers, dimensions, etc. (if applicable). All items should be clean and in the most functional condition practical. Unless arrangements are made with Agent in advance, items must contain no gasoline or other hazardous materials.

Any misrepresentation by the Seller as to description or condition of items will allow the Agent to make a downward adjustment to the selling price at Agent’s discretion.

Seller guarantees that he/she has the right to sell items in the auction, and that they are without liens or encumbrances of any kind. Agent reserves the right to refuse to sell items at any time for any reason.

Seller will assume all attorney fees and court costs should any litigation be brought forth from any buyer regarding the Seller’s items and representation of those items.



Seller will maintain insurance on their items, and holds Pacific Northwest Auction House, LLC and its employees 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 to/of items that may occur while on auction premises or while being handled by Agent. Seller agrees not to bid on their own items. Seller agrees that items herein listed will not be withheld or disposed of in any manner and that Agent makes no guarantees as to the selling price.

For any items not successfully sold, Seller agrees to pay the then current NO SALE fee for these items. For unsold items, please initial the appropriate line below:

_____ Please donate any unsold items to Assistance League of Boise Thrift Shop

_____ Please hold unsold items for me to pick up no later than the first Saturday following the auction close.

Unsold items not picked up or reassigned to a future auction by Seller by the deadline above will be charged storage fees equal to \$3.00 per day, per lot.

Seller Signature: _____

Seller Name: _____

Seller Address: _____

City: _____ State: _____ Zip: _____

Seller Phone: _____

Seller Email: _____

(To be completed by Pacific Northwest Auction House)

Agent Signature: _____

Agent Name: _____

Date: ____ / ____ / ____ ASSIGNED CONSIGNOR NUMBER: _____