



# CONSIGNMENT CONTROL

SELLER'S NAME \_\_\_\_\_ Seller Number \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone \_\_\_\_\_

Other/Email \_\_\_\_\_ Check  Mailed  Pickup  Credit

## Description of Item Consigned, Complete List Needed


### SELLERS CONTRACT, TO SELL AT AUCTION.

1. Must read back of Consignment Agreement
2. Auctioneer may sell items in lots.
3. No trash hauled. Non-marketable goods and trash will be billed at \$70 for each 8-yard dumpster load/prorated.
4. Auctioneer will refuse to take unsalable goods.
5. Seller is the exclusive owner of goods and has the right to sell them. Auctioneers will be held harmless.
6. Any deviation to commission rates must be approved or authorized by our staff..
7. Any changes in these policies must be approved by management.
8. Auction Company will place the goods in best suited auction setting.
9. NO reserves and NO guarantees.
10. Market conditions are based on economy.

**X**  
 \_\_\_\_\_  
 Seller's Initials

Less sale expense:

Graduated Scale (*See back of this form*) /Commission Rate.... \_\_\_\_\_  
 Trash, Packing Material, Equipment Rental ..... \_\_\_\_\_  
 Extra Labor, Advertising and Insurance.  
 Minimum Truck Charge \$100/trip

**Auction Date Proposed** \_\_\_\_\_

**X**  
 \_\_\_\_\_  
 (Seller's Signature)  
 Received by: Auction Staff \_\_\_\_\_ Date \_\_\_\_\_

*See other side for Commission Rates*

# COMMISSION RATES (April 1, 2018)

**ALL COMMISSIONS ARE BASED ON CONDITION AND QUALITY**

## Drop Off Commission Rate

**Deliveries Accepted Mon-Fri  
8:30AM - 4:30PM By Appointment  
No Deliveries on Thursday  
No Assistance Unloading Tues/Wed**

Graduated Commission Scale: Per Item/Lot

\$0.00 - \$5.00	100%
\$5.01 - \$9.99	50%
\$10.00 - \$49.99	35%
\$50.00 - \$99.99	25%
\$100.00 - \$299.99	20%
\$300.00 - \$999.99	15%
\$1,000.00 & above	5%

Items Sold by Choice 25% or Graduated Scale - whichever rate is lower.

Coin Collections with Rare Coins & Silver: 10%  
Gold: 5%

Auctions which take place outside of our facility will require a separate contract to be negotiated between the seller and the auction company.

## Pick Up Sliding Scale

(Based on Total Sales)

1. **\$5,000 and Above** X 35% + \$1.00 per lot
2. **\$3,000 — \$4,999** X 40% + \$1.00 per lot
3. **\$1,501 — \$2,999** X 45% + \$1.00 per lot
4. **\$1,500 or Less** X 50% + \$1.00 per lot

\*\$1.00 per lot covers materials, boxes, tape, fuel, insurance, and labor for a normal pickup. Charges for materials in excess cases will apply. Minimum truck charge \$100/trip on all pick-ups within Douglas County. \$75 each additional hour

## Business/Commercial Rates

- Drop Off 15% + \$1.00 per lot
- Picked Up 25% + \$1.00 per lot
- Rolling Stock, Approved Assets, Vehicles – 10%
- Office Furniture & Cubicles – 35%
- Moving Rates – \$100 First Hour  
\$75 Each Additional Hour

## **POLICIES:**

1. All Items consigned are sold without reserve, to the highest bidder. There are NO guaranteed prices on any item.
2. Nebraska Law states that you may NOT bid on your own merchandise. If you do bid on your own items, we will stop the auction and remove your consignment. Auctioneer will negotiate on termination of the auction.
3. Auctioneer reserves the right to sell all goods according to marketability of the goods and refuse **non-sellable goods**.
4. Goods removed for any reason from the auction must be signed and accounted for.
5. Lost checks are subject to charges. Stop payment fees are \$32.00. Checks not cashed after 90 days are forfeited, no new check will be issued.
6. Auctioneer will deduct the commission and expenses from the proceeds.
7. Items that do not sell must be removed by the consignor within 2 days or they will be charged a prorated disposal fee up to \$70/load and proceeds checks held. **Small items normally will be discarded by us.**
8. In the event of non-payment by the buyer, Auctioneer, in its sole discretion may (a) offer Property at a future auction, (b) cancel the sale and return the Property to Owner. Auctioneer shall not, under any circumstances, be liable for any consequential damages to Owner as a result of non-payment by the buyer.
9. If seller packs goods, Auctioneers are not liable for damages. Our company does not pack items for sellers – totes are available for rent.
10. Auction Company has the right to charge a Buyers Premium, and that belongs to the Auction Company.
11. Appraisals are not a guarantee of Auction Prices.
12. We as Auctioneers can not establish a value for sentimental reasons, we can only sell at auction.
13. Auctioneers do not warrant Safety or Working Conditions of anything sold.
14. Any item removed by the seller, prior to auction, is subject to our fair market appraisal and double the commission
15. Trash will not be hauled or disposed of for free. NO hazardous materials, NO illegal items. Trash and non-marketable items will be charged a prorated disposal fee up to \$70/load and proceeds checks held.
16. Any vehicle the auction company moves must have insurance and must provide all documents.
17. Any check lost in the mail will need two (2) full weeks from the date mailed to be returned to The Auction Mill by the post office. After such time, check will be reissued.
18. Signature on front of consignment form is a legal and binding contract and agreement of our terms.
19. Nebraska law states payment within 30 days. However, The Auction Mill usually pays on a biweekly basis on the 1st and 15th of the month or the next business day, unless goods sold in Internet basis. For Estates and Major Collections, which take more than one week to sell, payment will be made after everything has been sold.
20. **We are an auction business and not a moving company by trade. Any moving of goods other than to be sold at auction, The Auction Mill will not be liable for any damages on property. We extend no insurance coverage of items in our possession. Your Homeowners Policy may cover your items.**
21. Breakage on items transported, seller will be paid on fair market value instead of replacement value minus commission and expenses.
22. \$10/day storage fee for all unsold reserved items - Max. \$150/month
23. Online Auction Fees. If items are placed on an online auction, these fees apply: \$25 – 1-5 lots; \$125 – 6-19 lots; \$200 – 20+ lots



Auctioneers • Liquidators • Appraisers • Benefit Auctions

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Questions? For questions regarding payment, contact Jackie: jackie@theauctionmill.com  
For questions regarding status of sold or unsold consignments, contact the office – 402.885.4916