



**INTERNET AUCTION
AGREEMENT**

Commission Rates Per Lot

\$1 - ,599	25%
\$600 - \$1,499	15%
\$1,500 - \$7,999	9%
\$8,000 - and higher	8%
\$5.00 per lot entry fee	

This agreement made _____, 202__, between _____ whose address is _____, and Biddergy, LLC, whose address is: **1919 E. Kilgore Service Rd. Kalamazoo, MI 49001** ("Auctioneer").

DESCRIPTION OF ITEMS (Write on back or attach list if needed)

Contract. The Owner hereby contracts the Auctioneer to sell at public auction the goods listed in the schedule above and/or annexed hereto, such sale to be held at _____ on or about _____, 202__. The Auctioneer hereby accepts such contract on the terms herein set forth.

Compensation. The Owner shall pay to the Auctioneer as his compensation the sum of \$_____ per lot entry fee and in addition a commission of _____ % of the selling price of all goods actually sold at the auction payable out of the gross amount realized at the sale. If any of the property listed above and/or annexed hereto schedule is withdrawn from the auction for any cause or has a minimum bid set that is not met, the Owner agrees to pay a minimum _____ of per lot. Owner instructs Biddergy as follows for no bid/reserve not met items: (mark one)

1. Pull items for owner and call to pick up
2. Relist no bids grouped/skid lots

Any/All items that are not sold/picked up within 30 days are considered abandoned by the seller

Advertising Sale. The Auctioneer shall advertise the auction in newspapers, online, trade journals, and other matter in which it ordinarily advertises such sale.

Duties of Auctioneer. The Auctioneer at its own expense shall prepare the goods to be sold at the place of sale in a manner calculated to induce buyers to make bids thereon, shall furnish such assistance and other help as may be necessary to handle efficiently the sale and delivery of the property, and shall do all other things necessary to affect an advantageous sale of the goods, in the Auctioneer's sole discretion. Auctioneer does not guarantee a sale and auctioneer is not responsible if Owner and buyer at the auction sale do not comply with their agreement, or in the event of non-delivery of property by Owner to any such buyer.

Authority of Auctioneer. The Auctioneer shall have full authority to sign any memorandum of sale on behalf of the Owner and to receive from the purchasers of such goods the purchase price thereof as agent for the Owner, or in lieu thereof a deposit of the purchase price, to be given as earnest money to bind the purchase.

Duties of Owner. Owner shall cooperate with and further the interests of Auctioneer in performing its duties under and pursuant to this agreement as required by law and by this agreement and shall refrain from doing any act that would tend to interfere with Auctioneer in performing such duties. Owner guarantees that all items are without liens. Owner to list any creditors or secured parties. Any misrepresentation by the Owner as to condition or description of items will allow Biddergy to make adjustments on the selling price at its discretion.

Liability. Owner agrees to maintain insurance on all items and holds Biddergy harmless for any damage or any sort of liability.

Accounting. At the completion of such sale, the Auctioneer shall furnish to the Owner a complete list of all the goods sold by him, together with sales prices thereof, and after deducting there from the amounts due him pursuant to this agreement, shall pay to the Owner the net amount due to the Owner. In witness whereof, the parties have signed this agreement. Auctioneer shall release funds to the Owner upon collection of funds within 14 business days from the auction date.

Governing Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan. Venue shall be in Kalamazoo County, Michigan.

Attorneys' Fees. In the event of a dispute involving this agreement, Owner shall pay to Auctioneer, in addition to all sums owed to Auctioneer, a reasonable sum for Auctioneer's attorneys' fees.

Subject to Terms and Conditions. This agreement is subject to the Terms and Conditions as identified at www.biddergy.com, which said Terms and Conditions are incorporated into this agreement by reference.

Agent:

Seller (print):

Date:

Seller (sign):

Address:

Received by:

City, State, Zip:

Lotted by:

Phone:

Email:

Biddergy Username:
