

Consignment Agreement for Online Auction  
Auctioneer Employment Agreement  
Justin Timm Auction Service  
PO Box 2061  
Wilsonville, OR 97070  
503-475-5997

This agreement made and entered into on date seller submitted consignment between, Justin Timm Auction Service, hereinafter referred to as Auctioneer, and consigner hereafter known as Seller.

1. Employment of Auctioneer: Seller hereby employs the Auctioneer to sell at an online auction the goods set forth herein or in the schedule of property which has been or will be executed by the parties and which is incorporated into and made part of the agreement by the Seller. The sale is to be held online via Auctioneer.
2. Acceptance of Auctioneer: The Auctioneer agrees to use the efforts that are deemed to be best in bringing about a sale of such goods at auction in accordance with the provisions of this agreement by auctioneer. Auctioneer has final say in any sale decisions and is given the right to not except or decline any bid or bids.
3. Auctioneer's Compensations: The seller shall pay the auctioneer as compensation for services be renderers herein, in the amount of \$125 consignment fee plus 10% commission of high bid or sale price of consigned item. Auctioneer will deduct compensation amount received for sale of item. IF for some season the item in purchased back by seller, seller will be considered the buyer and will pay full compensation amount.
4. Consignment: Seller may consign any animal seller has unrestricted title and ownership of. No canine can be sold or consigned to auction. No animal(s) can be sold or consigned that require state or federal licensing to own, buy or sell. No animals that have been illegally acquired. No animals can be sold or consigned that are illegal to own. Seller will provide honest and truthful information regarding consigned animals to the best of their knowledge.
5. Reserves- Seller may place a reserve of any consignment. Seller understands and agrees they will be required to pay consignment commission and buyers fee for last high bid regardless if animal is sold or does not reach reserve amount.
6. Conditions of Sale: The Auctioneer shall conduct the sale in accordance with the Terms of Sale, as specified by auctioneer.
7. Agency: It is agreed that the Auctioneer is being employed by the Seller as the agent of the Seller. Auctioneer is to act and conduct his business in accordance with best business practices.
8. General Terms and Conditions:
  - a. Seller assumes ALL risk of loss to said articles until such risk passes to buyer. Auctioneer will not be held responsible for fire, theft, vandalism, or death.

- b. Seller warrants by signature that they have full authority to sell property herein.
  - c. Seller warrants and guarantees that title to property consigned is free and clear of liens with only those executions as Seller may not in writing to Auctioneer prior to auction day.
  - d. Seller authorizes Auctioneer to pay off lien holder(s), before making any payment to Seller, with all costs of sale to be deducted by Auctioneer prior to any such payment.
  - e. Seller understands that there are no minimum or reserve prices on articles sold pursuant to this agreement except as for set opening bid.
  - f. Seller agrees to have deducted from the proceeds due him/her, any charges for work performed on Seller's equipment by Auctioneer or Auctioneer's representative.
  - g. Seller agrees to pay reasonable attorney fees incurred by Auctioneer, should said auctioneer require the services of an attorney to enforce any term on this agreement.
  - h. Seller agrees to reimburse and hold auctioneer harmless.
  - i. It is agreed between the parties that in an event of any lawsuit arising from this contract shall be filled in Clackamas County, Oregon and only Clackamas County, Oregon.
9. Termination: It is agreed that if the Seller elects to terminate or breaches this agreement that Auctioneer shall be entitled to receive from the Seller \$225 cancellation fee plus reasonable attorney fees if applicable.