

Mosby & Co. Auctions

905 W. 7th St #228
Frederick, MD 21701
301-304-0352
781-771-3998

Agreement for sale of personal and chattel property by Auction, agreement made this _____ day of _____, _____
Between: (hereinafter called "seller")

SELLER NAME: _____

ADDRESS: _____ COUNTRY: _____

CITY: _____ STATE: _____ ZIPCODE: _____

DAYTIME PHONE: _____ HOME PHONE: _____

CELLPHONE: _____ EMAIL: _____

MAIL CHECK TO: (if not same as seller) _____

Mosby & Co. agrees to use its professional skills, knowledge and resources and experience to the best advantage of both parties in preparation of and conducting the sale.

The seller hereby agrees to turnover and delivers to Mosby & Co., to be sold at Public Auction the items listed in attached inventory sheet(s). No items may be sold or withdrawn from the sale except by mutual agreement between the seller and Mosby & Co. Mosby & Co. shall have exclusive right to sell all items listed in attached inventory. If an item is sold or withdrawn Mosby & Co. shall receive full commission on the item as set forth below.

The Auction is to be held on the _____ day of _____, _____. In case of postponement said auction will take place at a later date to be determined. **It is mutually agreed that all items shall be sold to the highest bidder and that all items are sold at no reserve unless prior agreement is made between seller and Mosby & Co. Mosby & Co. shall receive full commission on items withdrawn from the sale. If an item is withdrawn and not sold commission shall be based upon the minimum bid price as set forth in the catalog. Further if an item fails to meet minimum bid commission is to be paid based upon said minimum bid price.** It is further mutually agreed that Mosby & Co. may deduct their fee at the rate shown below, irrespective of any percentage or buyer's premium charged to the buyer from the gross sales receipts resulting from said auction sale. The seller agrees to pay all expenses including, but not limited to expenses incurred for hauling, storage, repair, cleaning, assembly and packaging as described below. **Seller is responsible for Insurance at a flat rate of 1% of the Gross sales**, all other expenses charged at a flat rate or as a percentage of the gross sales as shown below. These expenses shall be deducted from the Gross proceeds of the sale after Mosby & Co. commissions have been deducted and before payment and satisfaction of any liens or encumbrances. Mosby & Co. agrees to pay net proceeds from sale to seller within thirty (30) business days following the auction, along with records and receipts. Mosby & Cos. obligation to pay net proceeds to seller is subject to receipt of funds from the Buyer(s). **In the event payment is not received for an item from buyer, no payment shall be due seller from Mosby & Co., however, such item shall be returned to seller at seller's expense or re-offered for future sale if agreed between seller and Mosby & Co.**

The seller represents and express warrants that seller has good title and the right to sell all items listed on attached inventory, and that said goods are free from all liens and encumbrances.

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to indemnify, defend and hold harmless, Mosby & Co. against any claims of any and all parties related to any items placed with or sold by Mosby & Co. pursuant to the terms of this agreement.

Special Clauses: _____

Commission Rate: _____

Seller Expenses: _____

(X) _____

(X) _____

Authorized Representative of Mosby & Co.

Seller's Signature

