

## OGEMA COMMUNITY UNRESERVED AUCTION CONSIGNOR AGREEMENT

This Ogema Community Auction Consignor Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

(hereinafter referred to as "CONSIGNOR") and collectively Ogema Community Auction (hereinafter collectively referred to as "OCA").

Whereas, the CONSIGNOR is in possession of certain Sale Item, as listed on the Attached Schedule "A" and has selected OCA to sell said SALE ITEM under the terms and conditions hereinafter set forth.

1. CONSIGNOR engages OCA for selling SALE ITEM at OGEMA COMMUNITY AUCTION on June 9, 2018 (hereinafter "SALE DATE"). CONSIGNOR understands Sale Item from other consignors will be included in the AUCTION. The AUCTION will be posted on OCA'S website [ogemacommunityauction.ca](http://ogemacommunityauction.ca)
2. **CONSIGNOR shall be required to execute and return this completed Auction Consignor Agreement to OCA, with all information requested on Schedule "A" prior to listed auction date. The executed agreement and all requested information should be sent to [ogemacommunityauction@outlook.com](mailto:ogemacommunityauction@outlook.com).**
3. This is an **UNRESERVED Auction**.
4. The AUCTION of the SALE ITEM to the buyers shall be only on an "as is" and "where is" basis without guarantee or warranty. The buyers are responsible for removal costs.
5. CONSIGNOR hereby declares to OCA and to all purchasers of the SALE ITEM to be sold that (a) are free and clear of all encumbrances whatsoever (b) the SALE of the SALE ITEM has been duly authorized (c) the person signing this Auction Services Agreement for the CONSIGNOR has been duly authorized.
6. OCA shall charge the CONSIGNOR 5% commission on items at or above \$10,000 and over, 8% commission for items sold below \$10,000. Items under \$100 will be considered a straight donation.
  - a. Any Consignments after April 30, 2018 will be subjected to an Additional 2% Fee
7. All monies due to CONSIGNOR SHALL BE REMITTED TO consignor approximately 10 working days following the SALE DATE or sooner. No proceeds will be remitted until SALE ITEM has been paid in full by buyer. Proceeds will be mailed or made available for pick up.
8. All removal of SALE ITEM will be at buyer's expense.
9. OCA will be responsible to collect applicable taxes. Sellers are responsible for any tax remittances.

10. CONSIGNOR agrees to provide all information requested on attached Schedule "A" to be best of their ability, including photographs. OCA will review this information and reserves the right at its sole discretion to reject any SALE ITEM from being included in the AUCTION,
11. CONSIGNOR agrees that nothing in this Auction Consignor Agreement shall be construed to require OCA to remove any Hazardous Substances that are in or a part of the SALE ITEM.
12. OCA shall use best efforts to obtain the highest prices possible from buyers of the SALE ITEM. While OCA shall use its best efforts to collect all sums owed by buyers, in the event of a default by buyer.

CONSIGNOR:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

### SCHEDULE "A"

The following information is required for each sale item that consignor would like to be included in Auction.

**Please use 1 form per Sale Item.** All information should be attached to Ogema Community Auction Consignor Agreement

Make	
Model	
Serial Number	
Year	
GST Number	
PST Number	

#### Photographs

Consignor is required to provide a minimum of 1 photograph for each piece of equipment.

Photo can be emailed to [ogemacommunityauction@outlook.com](mailto:ogemacommunityauction@outlook.com)