



LOTING FEE
\$2 Lotting Fee per item/lot

COMMISSION SCHEDULE
Sliding Scale Commission
Based on each lot's sales price:
\$0 - \$20 = 35%
\$21 - \$500 = 30%
\$501 - \$1,000 = 25%
Over \$1,000 = 20%
Over \$5,000 = 10%
Vehicles = negotiable
Missing Note Card = 50%

ONLINE AUCTION CONSIGNMENT AGREEMENT

Date:

I, , (SELLER) irrevocably appoint KJ's Needful Things, LLC to act as selling AGENT(s) for the items to be sold by auction in their auction and sales platforms.

TERMS & CONDITIONS

KJ's Needful Things, LLC will be the agent for the seller and will sell items to the highest bidder by public online auction at the commission rate listed above of the gross amount of the highest bid for each of the items sold at the online auction. Additionally, there is a **\$2** per lot/item insertion lotting fee.

KJ's Needful Things, LLC will list the items, conduct the auction, and facilitate pickup and payment for all items. KJ's Needful Things, LLC will arrange and initiate advertising campaigns to maximize exposure and returns. If, for any reason, KJ's Needful Things, LLC fails to complete the sale of any lot consigned to this auction, KJ's Needful Things, LLC's sole liability shall be to return the lot to the seller for further designation. Advertising costs, if warranted, may be deducted from the gross proceeds of the auction, payable by the seller.

SETTLEMENT CHECKS: KJ's Needful Things, LLC will provide complete accounting reports & settlement checks the 2nd Friday following the auction's close. Checks are Mailed & Settlement Reports are Emailed.

Seller/Consignment Contract Terms:	Initial
SELLER is not required to provide a complete description of all items to be sold upon drop off. Titles/Descriptions/Starting bids/Reserves are the sole discretion of KJ's Needful Things. **If you attach a note card to EVERY item/lot with the item description & your name, you receive the sliding scale commission above. Verbal instructions & lists do not qualify. Without note cards, commission is 50%. All pricing, including sale prices, may appear in advertising/marketing.	
SELLER will deliver all items (and titles) to KJ's Needful Things, LLC no later than 14 DAYS prior to the auction date. Items must be in the cleanest, most functional condition possible. Misrepresentation of information provided by the SELLER shall not be held against KJ's Needful Things, LLC. in any circumstances & the seller will be responsible for all costs incurred, if a case should arise from auctioning their non-working item that the SELLER represented as Working and Complete.	
SELLER guarantees that all titled items possess a good and legal title and that they have authorization to sell the item in an auction. SELLER also guarantees that items are without mortgages, liens or encumbrances of any kind except those that are specifically detailed in the contract. SELLER will maintain the necessary insurance until payment processes are complete. Please list any creditor and/or lien balance on back. Title processing fees will be \$20 per titled unit.	
SELLER holds KJ's Needful Things, LLC harmless from any damage or liability claims resulting from the involvement with the item(s). SELLER will be liable for any theft, damage, fire or vandalism that may occur while the item is on the auction premises or while being handled by KJ's Needful Things, LLC. SELLER will assume all attorney's fees and court costs if a case should arise from auctioning their item.	
If a SELLER bids on his/her own items and wins, they will be subject to all bidder fees and premiums. No exceptions. All consignment lots, sold & unsold, incur a \$2 item/lot insertion fee for listing and advertising purposes.	
SELLER must remove unsold items from KJ's Needful Things, LLC premises no later than 7 calendar days after the auction date. Items that are NOT picked up will become the property of KJ's Needful Things, LLC. KJ's Needful Things, LLC may then dispose of the items via donation, waste disposal, or auction relisting with no further financial obligation to the original Seller.	
SELLER agrees that KJ's Needful Things, LLC makes NO guarantee as to the selling price of the listed item(s). SELLER will not hinder or withhold any information or property that allows KJ's Needful Things, LLC to complete the auction/payment process.	
If a SELLER removes an item/lot after it has been processed and/or advertised, Seller agrees to pay KJ's Needful Things, LLC a \$5 per item/lot handling fee. Items can NOT be removed from an active auction at any time.	



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I [seller] commission KJ's Online

Auctions LLC [Seller's Agent] to sell the items I've dropped off which are listed on note cards and agree to pay the commission rate as discussed. Seller's Agent [hereby further referred to as KJNT] will not be responsible and/or liable for minimum prices; the items will be sold to the highest bidder and there will be no guarantee whatsoever by KJNT as to the proceeds to be realized from the sale of items. KJNT does not guarantee that the winning bidders will make payment for all items purchased. If a buyer fails to make payment for items purchased, KJNT reserves the right to sell items at a future auction. Any buyer's premium or fees collected shall be paid to KJNT. I certify that I am the owner of the dropped off goods, merchandise and/or property and have good title and the right to sell and that they are free from all encumbrances. I agree to accept all responsibility for providing working merchantable title and for delivery of title to the purchaser. In connection with any registered or unregistered charges, liens, taxes, duties or interests claimed by any person or authority in respect of the items whether or not disclosed: (a) KJNT may make payments to any such claimant in order to clear title of the item and (b) the Owner shall indemnify and save harmless KJNT and any purchasers of any part of the items against any and all loss, costs, or damages occasioned by such claims and defending such claims.

Owner to retain insurance coverage on the item(s) through the date of settlement, as KJNT can not legally provide insurance coverage. I expressly agree not to hold KJNT responsible for the loss, theft, damage or destruction of any property which they may have under their control pursuant to this agreement and I further agree to hold harmless, indemnify, and defend KJNT from and against any claims of the nature referred to in this agreement.

KJNT may at their discretion, accept and execute absentee bids from bidders who cannot participate in the auction. Absentee bids are executed by KJNT in a competitive method by our online software according to the assigned bidding increments. Absentee bids may not reach the maximum bid left by the bidder, and may be sold for less than the maximum absentee bid. The Owner shall not withdraw the item or any part thereof from the auction and, if the Owner is in breach of this provision, in addition to any other damages which may be assessed, the Owner shall pay KJNT the full commission based upon the fair market value as determined by KJNT. The staff at KJNT reserve the right to dispose of any items which there is no bid or seller may pick up unsold items within 7 calendar days after the auction close date. KJNT will NOT honor any Seller's Confirmation Reserves unless noted on the item's card by the Owner of the item.

SELLER NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE: _____

EMAIL: _____

****SELLER is responsible for keeping the above information current to avoid issues.****

DATE: _____

SELLER'S SIGNATURE:

X _____

KJ's NEEDFUL THINGS, LLC AGENT'S SIGNATURE:

X _____

TERMS AND CONDITIONS OF THIS CONTRACT REPRESENT THE ENTIRE CONTRACT BETWEEN THE SELLER AND KJ's NEEDFUL THINGS AND SUPERSEDE ANY COMMUNICATIONS OR PREVIOUS AGREEMENTS REGARDING CONTRACT TERMS. THERE ARE NO WRITTEN OR ORAL UNDERSTANDINGS DIRECTLY OR INDIRECTLY RELATED TO THIS CONTRACT THAT ARE NOT SET FORTH HEREIN. ALL DISPUTES DERIVING FROM THIS CONTRACT MUST BE BROUGHT IN THE 41b DISTRICT COURT OF MI AND NO OTHER. IF ANY TERMS OF THE CONTRACT ARE DEEMED INVALID THEN ALL REMAINING TERMS WILL REMAIN IN FULL FORCE AND EFFECT.