



5546 Benedum Drive Shinnston, WV 26431

WV License #212 PA License #AU001708

Phone: (888) 651-9292

Fax: (304) 592-6006

www.pyleauctions.com

auctions@pyleequipment.com

The undersigned (the "Seller") consigns and gives Pyle Equipment Auctions (the "Auctioneer") the exclusive right to sell the property listed within this document or any attached inventory sheet. The exclusive right to sell will commence at the date of signing and will expire ten (10) days after the date of the public auction sale as stated herein. The inventory is made a part of this Agreement by reference.

Item Description – Year, Manufacture, Model, Serial Number, Description	Reserve (if any) \$ US

Seller warrants to have the right, title and authority to transfer the property inventoried free and clear of all liens and encumbrances with good and merchantable title, and, further, gives the Auctioneer the authority to sell at public auction without reserve unless there is a reserve price written on the inventory which the Auctioneer shall protect. Furthermore, if there is an undisclosed reserve price, the Seller agrees to be solely responsible for its protection and will hold the Auctioneer harmless for selling the property below the reserve price. If a sale is made, the Seller authorizes the Auctioneer to transfer title by a bill of sale or paid receipt.

Seller shall make all needed repairs, painting, improvements, and deliver, at Seller's expense, the personal property to the public auction location at least two (2) days prior to the date of the public auction sale, along with all ownership documents, including titles, bills of sale, and receipts proving ownership. Seller shall keep full insurance coverage on the personal property until fifteen (15) days after the public auction sale.

Seller warrants that the following is a complete and accurate list of all parties having any claim, lien, financing statement, or encumbrances on or against the property:

Creditor's Name/Address	Description of Property Involved	Amount & Type of Lien/Claim

The Seller hereby authorizes the Auctioneer to deduct, from any of the proceeds received, the amount necessary to obtain and record releases of any claim, lien, financing statement, or encumbrance on or against the property. In the event such proceeds are insufficient, Seller shall immediately pay such amounts necessary to obtain and record such releases.

Auctioneer agrees to promote, manage and conduct the public auction sale of property on the date, time and location set forth herein and to pay all related expenses and costs. Auctioneer cannot guarantee a sale of the property but will make every reasonable effort to cause a sale and, if none is completed, a No Sale will be the result and the Seller, at its risk and expense, shall be solely responsible for the care, custody and control of the property and shall remove it from the public auction sale site immediately.

Within fifteen (15) banking days after the public auction sale, the Auctioneer will send evidence of accounting and pay the Seller the proceeds collected from the sales of the property less commission and any other charges approved by the Seller plus charges and expense necessary to obtain and record releases of any claim, liens, financing statement or encumbrances on or against the property. Any interest earned on the sale proceeds shall accrue to the benefit of the Auctioneer.

**Auctioneer Fee:** \_\_\_\_\_ **No Sale Fee:** \_\_\_\_\_

Auctioneer will collect a buyer's premium on all items sold and retain collected amount. \_\_\_\_\_ Initial here

**Public Auction Sale:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Auction Manager: \_\_\_\_\_

**Seller is more specifically identified as follows:**

Company Name/Individual: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional Terms: \_\_\_\_\_

This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors, and/or assigns. Seller acknowledges receiving a legible copy of this Agreement at the time of signing and has read and accepted the terms of this Agreement.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Auction Manager \_\_\_\_\_ Date \_\_\_\_\_