

BROOKLINE AUCTION GALLERY LLC

www.brooklineauctiongallery.com

32 Proctor Hill Road, Brookline, N.H. 03033 (603) 673-4474 / Fax (603) 673-1514

BOAT AUCTION SALE AGREEMENT

This Agreement made and entered into this _____ day of _____ 20__

between Brookline Auction Gallery LLC hereinafter called the Auctioneer, and

_____ of _____, _____ zip _____

hereinafter referred to as Owner or Consignor.

As Owner or Owners, or with legal authority to sell, I or we hereby grant unto said Auctioneer the exclusive right and authority to sell at public auction the personal and chattel property belonging to us as set out in **Exhibit A** hereto attached and made a part hereof by reference: that the sale of said personal and chattel property at public auction shall be conducted at Brookline Auction Gallery LLC of 32 Proctor Hill Road, Brookline NH, on May _____, 20__.

The auctioneer agrees to cry said Owner's public auction at the time and place hereinafter stated. The auctioneer agrees to provide clerks for said sale and to keep accurate records and accounts of all items sold for Owner. The auctioneer agrees to present to Owner a check for all monies due from the proceeds of said auction sale minus Auctioneer's commission in no less than twelve days after said auction sale. It is mutually agreed and specifically understood that none of the personal or chattel property described herein may be removed from the premises until said property has been disposed of in accordance with this agreement.

The undersigned hereby warrants that he/she/they are the sole owners of the property described herein or are authorized to sell the same as Agent / Administrator/ Executor / Trustee and said property is free of any and all liens except as otherwise noted.

I or We agree to pay said Auctioneer the sum of Ten Percent (10%) from the total amounts realized from said auction sale for his auctioning services.

A Twelve Percent (12%) Buyer's premium will be charged, paid by the buyer directly to the auctioneer.

All items without a reserve will be sold to the highest bidder.

I/We have read the foregoing Agreement and understand the contents thereof. I/We further represent that the statements herein made by me/us are true to the best of my/our knowledge; that the Agreement contains and sets out the entire agreement of the parties.

It is mutually agreed that this Agreement and **Exhibit A** attached shall be binding and obligatory upon the undersigned, and the separate heirs, administrators, executors, assigns and successors in interest of the undersigned.

The undersigned accepts this Agreement for sale of Personal Property at Public Auction and to the terms thereof this _____ day of _____ 20____.

BROOKLINE AUCTION GALLERY LLC

32 Proctor Hill Road, Brookline, N.H. 03033

By: Ronald Pelletier, duly authorized

Owner or representative duly authorized of Owner

EXHIBIT A

CONSIGNMENT DESCRIPTION

Please fill in the information below as it will be used in advertising and at the auction block for description purposes. You are solely responsible for the accuracy of this information.

**NOTE: Most recent boat/trailer registration must accompany consignment form.
Items without proper paperwork will not be auctioned.**

BOAT INFORMATION: Year _____ Make _____ Model _____ Length _____

Hull # _____ # of Engine(s) _____ Make _____ # of Cylinders _____ HP _____

RESERVE PRICE: \$ _____ **(this should be the amount you want to receive after the 10% commission is paid and deducted from the actual sale price)**

TRAILER INFORMATION: Make _____ Model _____ # of Axles _____

VIN or Serial # _____

Consignment Repair, Reconditioning or Restoration History _____

A \$100 Fee is required for each item with a reserve price. This FEE is NON REFUNDABLE unless item sells. Owner may request that the item being consigned to the Auction shall have a reserve price. The reserve price is the minimum net amount acceptable by the consignor. An item accepted for Auction with a reserve is accepted at the Auctioneer's discretion. Reserves are not made public by the Auctioneer. A reserve can not be raised once the item has been accepted but may be reduced or eliminated prior to start of the Auction. The reservation fee will be refunded if the boat is sold at auction.

I certify that I am the owner of the above listed goods, merchandise and/or property and have good title and have the right to sell and that they are free from all encumbrances. I agree to indemnify and hold harmless Southern N.H. Boat Auction, LLC and the Auctioneer against any claims of any nature referred to in this agreement.

1. **All boats or items sold in this sale are sold in "as is" condition.** All guarantees on consigned items are between buyer and owner and in no way shall Southern N.H. Boat Auction, LLC or auctioneer be responsible for correctness, warranties, or genuineness, or description of property. Condition of each boat/item is represented by the consignor, not the Auctioneer.

2. The transfer of title or ownership is between the buyer and the owner and in no event shall the auctioneer or Southern N.H. Boat Auction, LLC guarantee title. The owner is responsible for removing any license plates from his boat or trailer prior to Auction.

3. Insurance against all perils and loss must be provided by the consignor if such protection is desired. In no event does the auctioneer or Southern N.H. Boat Auction, LLC assume any liability for a consignor's boat, trailer or other items.
4. Boats consigned to the auction can be brought to the Auctioneer during the fourteen (14) day period prior to the auction and MUST arrive no later than 3 pm on the Friday before the auction.
5. All boats or items must be removed from the premises no later than seven (7) days following the date of sale. In the event that the boat or item is not removed within this period of time, the Auctioneer will remove same and provide storage at the owner's expense for a fee of \$50 a day.
6. If the consigned boat or item(s) are sold by the consignor prior to the auction, the consignor agrees to pay the Auctioneer a sum equal to the agreed commission on the amount realized.
7. The Auctioneer/Southern N.H. Boat Auction, LLC reserves the right to reject any and all boats and items which, in their opinion, do not meet their standards of condition or age to be included in this sale.
8. The consignor will furnish good quality color photos of his boat or item which will be suitable for sale promotion.
9. This agreement shall in all respects be interpreted in accordance with the laws of the State of New Hampshire and subject to compliance with Article 2 of the Uniform Commercial Code.

THE AUCTIONEER AND/OR SOUTHERN N.H. BOAT AUCTION, LLC ASSUME NO LIABILITY FOR DAMAGE TO OR LOSS OF BOAT OR ITEMS CONSIGNED OR ANY WARRANTY EXPRESSED OR IMPLIED.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS WHICH ARE A PART OF THIS CONTRACT AND HAVE REPRESENTED THE CONSIGNED GOODS TO THE BEST OF MY KNOWLEDGE.