



Dudley's Auction

4000 S. Florida Avenue (US 41S) Inverness, FL 34450
(352) 637-9588 Fax (352) 726-4832 www.dudleysauction.com
"Upcycling Central Florida One Lot at a Time"

Seller Contract
Seller # _____

Seller: _____ Contract Date: _____

Job Site Location: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Referred by: _____

Mailing and/or payment directive if other than listed above:	
Name _____	
Address: _____	
City: _____	State _____ Zip _____

Dudley's Ad Ventures Inc. db/a Dudley's Auction Services herein referred as "agents for the Seller/Sellers" herein refer to individuals/business who/whom engages Dudley's Auction Service as an agent on a commission basis to liquidate items through their auction services are referred to as Seller/Sellers. I hereby agree to the commission policies of Dudley's Auction & Estate Services, hereby referred to as Dudley's. With respect to all items commissioned, I certify that I am the owner of the commissioned property or have the authority to sell on behalf of the owner.

Dudley's agrees to sell my property at an appropriate upcoming auction to the highest bidder. Dudley's is solely responsible for the ultimate determination of the contents of each lot sold and the appropriate auction venue, time, and place for sale of all items. All Sellers will pay a commission fee based on the hammer price of each lot sold. In some cases multiple auction proceeds will be combined into a single payment. Dudley's agrees to pay seller(s) within __ days following the auction in which merchandise was sold or hold totals for a single payment __. The Seller agrees to indemnify and hold harmless Dudley's from and against all claims, losses, liability, and expenses (including but not limited to reasonable attorney's fees) pertaining to, relating to title, right to sell, and right to proceeds of the sale. Both parties agree, venue for any proceeding regarding this contract/agreement shall only lie in the courts of Citrus County, FL.

Dudley's will make every effort to correctly assess and value items, but seller waives any liability of Dudley's Auction with regard to identification or valuing of said item and the seller agrees to hold Dudley's harmless regarding any error or omission in valuing and cataloging.

1. **Sales Commission:** The seller agrees to pay commission based on the successful hammer price of each individual lot.

\$0.00 to \$20.00	50% or minimum of \$2.50 per lot.	Alternative Rate _____
\$20.01 to \$50.00	35%	Clean out/Disposal Cost _____
\$50.01 to 100.00	30%	Marketing Cost \$ _____
\$100.01 to \$500.00	25%	Transported by Dudley's / Dropped off at Hall
\$500.01 to 1,000	20%	Estimated Transportation Fee: <u>TBD</u>
\$1,000.01 to 2,000	15%	To be: (Paid at P/U OR Deducted from Sale)
Over \$2,000.01	10%	

In addition, Dudley's is authorized to collect a buyer's premium, which becomes property of Dudley's. Additional considerations, see terms below.

2. **This contract is for items being sold:** Onsite Seller/Sellers location____, w/ Real Estate____, at Dudley's Auction Gallery_____

Other Terms: _____

I have read the conditions of sale and agree to everything on **BOTH SIDES** of this agreement. Furthermore, I agree to hold harmless Dudley's against any claims of the nature referred to within this agreement.

Seller _____ (Signature) Date _____

Dudley's Auction Representative _____ Date _____

3. **Reserves on Items:** I understand that I may place a reserve on important item(s) that guarantees a minimum sale amount. Commissions are subtracted from the sale amount. Dudley's may sell an item below the reserve price providing that the Seller will be paid as if the item had sold at reserve amount. ALL RESERVES MUST BE IN WRITING and all sales amounts approved by Dudley's. Dudley's must approve all reserves. If any items fail to meet the reserve, the seller will be charged \$10.00 or 5% of the reserve price whichever is greater as a no sale fee. Any reserve items left over 30 days after sale shall be considered abandoned and become the property of Dudley's.
4. **Unsalable Item(s):** Dudley's will attempt to sell any and all personal property. Item(s) that are passed at the general auction become the property of Dudley's unless they are specified at time of signing contract to be returned to the Seller. A \$2.50 or 5% per lot fee or whichever is greater will be charged for all returns.
- 4a. **Unsalable Items/Disposal:** The seller further authorizes Dudley's to dispose of item(s) at seller's expense if deemed unsalable prior to being sold. Unsalable items or trash generated during a personal property cleanout will be disposed of at Seller's expense and standard transportation and landfill tipping fees will apply.
5. **Withdrawn Item(s):** Item(s) withdrawn from Dudley's Auction prior to being sold will be subject to a commission as per rate table listed in commission sales per paragraph 1 above. Withdrawn items will be charged \$3.00 per day, per item, storage fee and will be considered abandoned property after 30 days and will become the property of Dudley's and disposed of accordingly.
6. **Net Proceeds:** For any final net proceeds of \$5.00 or less, a \$5.00 service charge will be imposed.
7. **Cleaning & Repair:** On occasion, items of higher value may benefit from specialized work to improve the salability; Seller authorizes Dudley's to perform such activities on a case by case basis and only if, in the opinion of Dudley's Representative it shall benefit the Seller's bottom line. The fees will be deducted from the sales proceeds. Expenses in excess of \$20.00 per item will be approved by consignor prior to repair.
8. **Packing and Moving:** If the seller so desires, Dudley's will arrange to have items packed and moved to their gallery at the rate of \$100 for the first hour, and \$75 per hour for any additional hours for packing and loading. A mileage fee of \$1.25 per loaded mile will apply to all pick-ups. If boxes, wraps, and/or special packing materials are required the cost of such may apply.
9. **Photography / Advertising:** I give Dudley's permission to photograph my property for use in advertising and marketing during and after the auction, including placing said items as an image on the Dudley's internet website. Dudley's will retain title to all rights associated with such photography including the rights to reproduce.
10. **Non Payment by Purchaser:** In the event of non-payment by the purchasing party, the Seller agrees to defer payment until either (1) payment has been received by Dudley's from the purchaser or (2) Dudley's has located a new purchaser and a new transaction has been completed. In the event a new purchaser cannot be found at the established hammer price, Dudley's has the authority to offer the property again at public auction.
11. **Misrepresentation:** Dudley's has the authority to accept returns and nullify any sale of any personal property, at any time, if Dudley's determines in its sole discretion that the property was misrepresented, counterfeit or forgery, or caused undo harm or liability to Dudley's. In the event of misrepresentation, Dudley's is authorized to refund the purchaser the purchase price in exchange for the returned item(s) and the Seller agrees to pay Dudley's the amount of the refund less commissions and fees. Fees due will be deducted from future sales by Dudley's, on behalf of the seller or must be submitted with 15 days of notice. Returned items may be resold privately or at an appropriate auction, if feasible.
12. **Absentee Bids:** Dudley's will as a courtesy to the Seller, accept absentee bids for the purpose of facilitating the sale of property to the highest bidder. Dudley's shall not be held liable for failure to execute such bids.
13. **Seller Ownership/Authority:** Seller warrants that he/she is the lawful owner of property described or has legal authority to act as agent and to their knowledge all property consigned is clear of liens and encumbrances. Said person agrees to defend title to said property, and hereby agrees to indemnify Dudley's, its successors and assignees against any and all claims whatsoever.
14. **Secondhand Dealers/Precious Metals:** Under certain circumstances sales of precious metals may fall under the Citrus County Secondhand Dealers Ordinance and may require but not limited to; a holding period of 15 days prior to sale.
15. **Property Clean-out:** For a fee, Dudley's Auction will coordinate a full clean out of a home, leaving it "broom clean." Fee is determined on a case by case basis.
16. **Use of Seller Name:** If beneficial to the sale, seller authorizes Dudley's to use the Seller's name as owner of the commissioned property in advertising, promotion and catalogs. The property shall be listed as:

(i.e. Property from John Smith, Estate of John Smith, Collection of John Smith, etc.)

_____ Dudley's may NOT use Seller's name in advertising, promotion and catalogs.