

William H. Bunch Auctions & Appraisals, LLC
One Hillman Drive
Chadds Ford, PA 19317
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E-mail info@williambunchauctions.com

Agreement of Sale of Personal Property by Auction **Consignor #** _____

Date _____

Name: _____

Street Address _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell: _____ Email: _____

Hereafter called **SELLER** and **WILLIAM H. BUNCH AUCTIONS, LLC and John Lawless**, hereafter called **AUCTIONEER**

The Auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The Seller hereby agrees to turn over and deliver to the Auctioneer certain items of personal property to be sold at public auction. These items are or will be listed on an inventory prepared by the Seller or the Auctioneer. The items will be auctioned at the Auctioneer's sales room in Chadds Ford, PA on April 15, 2012 at the 10th Annual Chadds Ford Classic Motorcycle Auction.

It is further mutually agreed that the Auctioneer may deduct his fee at the rate shown below, irrespective any percentage charged to buyer from the gross sales receipts resulting from said auction sale. The Auctioneer agrees to turn net proceeds from the sale over to the seller by May 11, 2012 along with sale records and receipts.

If there are any reserves set on any item, it must be by written agreement with the auctioneer. The Auctioneer will execute bids on behalf of the Seller to protect the reserve.

All items in possession of the Auctioneer are held at risk of Seller. The Seller covenants and agrees that he has good title to and the right to sell all items, and said items are free from all encumbrances. Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller warrants to hold the Auctioneer harmless from, and indemnify against, any claim, action, suit, cost, damage, deficiency, expense, loss, or liability of any kind, including attorney's fees and costs of defense, asserted by any person, real or artificial, or by any entity of government, against Auctioneer in connection with the offering or sale of any property covered in this agreement and further agrees that the Auctioneer is not liable for any loss of property due to fire, theft, damage, accident, whether natural or manmade.

SELLER'S DISCLOSURE: The Seller will list below all known defects for each item consigned.

Year, Make, Model, Engine Size _____

VIN _____ Color _____ Engine SN _____

Title _____ Bill of Sale _____ Will you be present _____ Unreserved _____ Reserve _____ 10% less? _____

Registration Fees: 1) No Reserve, No Fee, _____ 2) Reserve, \$75 per bike fee before March 31 _____

3) \$125 per bike fee after March 31 _____ Check here to allow Auctioneer to accept 10% under reserve _____

All bikes are subject to a 10% selling commission on the hammer price. Sell 3 or more bikes and save 1% on the commission. Minimum commission is \$100 per bike. Bikes with unreasonable reserves will not be accepted for sale.

Seller has read and understands all of the terms on Page 1

Date

For Auctioneer

For Seller

List of bikes and condition issues.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____