



2722 Fulton Dr NW
Canton, Oh 44718
(330) 453-9187
www.kikoauctions.com



CONSIGNMENT AUCTION BARN SALE CONTRACT

I or We CITY OF GREEN ("Owners")

LOT#

hereby employs KIKO AUCTIONEERS ("Kiko") to sell the following:

TRAP EQUIPMENT

(the "Property") at public "absolute auction" to the highest bidders in the sole opinion of the Kiko auctioneer conducting the sale. An "absolute auction" means that the Property shall be sold to the highest bidder without reserve, shall not require a minimum bid, shall not require competing bids of any type nor permit bidding by seller or an agent of the seller, and that the Property cannot be withdrawn from the auction after the auction is opened and there is a public solicitation or calling for bids. Owners represent and warrant that they intend to transfer ownership of the Property to the highest bidder. Any auction subject court approval is, by law, a Reserve Auction which means an auction in which the seller or an agent of the seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdrawal the real or personal property at any time prior to the completion of the auction by the auctioneer.

Is this auction subject to court approval? ☐ YES

Location:

- ☒ COUNTY AUCTION 9456 Columbus Road, Louisville, OH
☐ Other

Date to be determined on or before

Date Of Auction: 4/20/19

Owner agrees to pay Kiko Auctioneers the following:

- A. The scheduled commission as stated herein, or _____ % of the total sale, Or a minimum commission of \$
B. Costs for advertising including but not limited to signs, flyers, mailing(s), and all preparation, promotional expenses in the amount of \$
C. Costs for disposing any item not sold by Kiko to a refuse service. \$
D. Costs packing and hauling performed by Kiko in the amount of \$

COMMISSIONS SCHEDULE	
EACH ITEM'S SALE PRICE	COMMISSION
\$0 - \$49.99	25%
\$50 - \$499.99	20%
\$500.00 - \$999.99	20%
\$1,000.00 - \$4,999.99	15%
\$5,000.00 and higher	10%

Owner(s) guarantee all items to be free from any and all liens or encumbrances except as follows:

Owner(s) represent and warrant that Owners have the financial ability to and shall pay off all liens or encumbrances and pay all commissions and fees on the Property even if sale proceeds are insufficient to cover them.

It is further agreed that:

- Highest valid bidder at the discretion of the Kiko auctioneer conducting the sale shall be the purchaser of the property.
- The time and/or order in which items or lots are sold during the auction is at the sole discretion of Kiko.
- Owner shall not remove any items to be sold after signing this Agreement.
- Owner to maintain liability and property (casualty and theft) insurance through date of auction and transfer to Buyer.
- In the event that any item being sold has memory or stores data in any way, Owner is responsible for erasing any and all data and Kiko shall not be liable or responsible in any manner for any subsequent access to or use of Owner's data by any person or entity and Owner agrees to indemnify and hold harmless against any loss, costs, or damages arising out of the sale of any items containing memory or data storage and the subsequent use of or access to such data.
- In the event that Internet bidding will be provided, a _____ % Buyers Premium will be paid by Internet Purchasers to Kiko and retained by Kiko. Internet Purchasers are responsible for all shipping and insurance charges.
- By Signing Below, the undersigned acknowledges that they have read all of the provisions including but not limited to the Collection of Payment, 4% Buyer's Premium waived for cash, Items with memory, Absentee Bidding, Disbursement of Funds, Use of photos, internet operating, other terms, and Arbitration Clause which is printed on the reverse side of this agreement.

This auctioneer is licensed by the Ohio Department of Agriculture, and is bonded in favor of the State of Ohio or by the State of Ohio under the Auction Recovery Fund.

Signed on this 19 day of Mar, 2019

KIKO Representative

Owner's Signature

Phone Number Email Address

1755 Town Park Blvd

Owner's Address

Uniontown, OH 44685

City/State/Zip Code

ADDITIONAL INFORMATION FOR AUCTION:

Net disbursement date: 14 days from sale date Payable to: Ruben date.

Unless otherwise agreed on, OWNER will deliver the items on _____ date.

Local police jurisdiction _____ Vehicle titles _____ Personal & Company Checks _____

Mobile Chef _____ Port a Jon _____ Hall Rental _____ Tent _____

Advertising Delivery Dates Apr. 17, 18 + 19 + 20 9am - 6pm

Special Mailing _____ Other EACH DAY

Consignor Information
Kiko Auction - 16th Annual Spring Consignment
Saturday – April 20, 2018 – 9:30am

Top copies of signed contract should be returned by mail or email AS SOON AS POSSIBLE.

Please bring your copy of the contract with you when delivering your items. This will help make check-in easier.

All titled vehicles will need to be delivered with the title in hand. Kiko will have a public notary on site.

Please include important details that could be advertised. You can also send photos.
Email to mattkiko@kikocompany.com **(In the subject line please type “Spring Auction & your last name) ”**

Sellers to deliver the items to our facility located at 9456 Columbus Rd. NE Louisville, Oh 44641

PLEASE FOLLOW THE DROP OFF DATES AND TIMES:
Wed Apr 17, Thurs Apr 18, and Fri. Apr 19th from 9:00am – 6:00pm daily.

ABSOLUTELY NO DELIVERIES CAN BE ACCEPTED ON AUCTION DAY.

Questions, please call Matt Kiko on his cell 330-327-9617.

Thank you!!

