

MONTGOMERY'S



Seller:

Contact Name (if different):

Address:

City/State/Zip:

Contact Phone #:

E -mail:

Commission%: 30%

of pages:

Terms & Conditions

MaxBid.com will be agent for the sellers and will sell all listed items to the highest bidder by online auction at the commission listed above.

MaxBid.com will market as it deems necessary to obtain the maximum results. MaxBid.com will display & photograph the items as it deems appropriate, conduct the auction, collect proceeds and supervise the removal of all items. If for any reason MaxBid.com fails to complete the sale of any item consigned, MaxBid.com sole liability shall be the return of such items to the consigner and sellers shall have no further claim. If an item does not sell at auction Seller will make arrangement to pick up the item within 24 hours or it will be abandoned to the auctioneer.

MaxBid.com will furnish a complete accounting and settlement within 14 banking days after the auction. The check will be made payable to the company or individual as listed as Seller on this form and mailed to the address listed on this form unless other instructions are specified.

Seller will furnish MaxBid.com with a complete descriptive list of the equipment and miscellaneous items, etc. to be sold at auction, including serial numbers.

MaxBid.com will use its best effort to describe Seller's items. It will be Seller's responsibility to look at the auction and make MaxBid.com aware of any concerns on item descriptions or photos.

Seller agrees not to bid on their own items. Any items that Seller does bid on will be treated as a purchase and charged the full buyer's premium & commission.

Seller will deliver all the listed equipment (and titles if a titled item) to the auction site in the cleanest, most functional condition practical and free of any liquids or contaminants before being transported to MaxBid.com's facilities. Any misrepresentation by the Seller as to description or condition will allow MaxBid.com to make a downward adjustment on the selling price at MaxBid.com' discretion.

Seller guarantees that it has good title and right to sell items at the auction; that they are without mortgages, liens or encumbrances of any kind except those which are specifically detailed within this contract. Seller assumes full responsibility for providing marketable title and delivery of title to purchaser, payment of proceeds to creditors and Seller will assume all attorney fees and court costs if such a case should arise.

Seller will maintain any insurance deemed necessary and holds MaxBid.com harmless for any damage or liability claims resulting from involvement of equipment or property at the site until Seller has been paid by MaxBid.com. Seller will maintain insurance until seller has been paid by MaxBid.com and Seller will be liable for any theft, damage, fire damage or vandalism that may occur while on auction premises or while being handled by MaxBid.com.

Seller agrees that the equipment herein listed will not be withheld or disposed of in any manner and that MaxBid.com makes no guarantee as to selling price.

MaxBid.com reserves the right to refuse to sell items at any time.

Signature: _____ Date: _____