

WOA Consigner's Agreement

Before you can consign items to Wise Owl Auctions(WOA), you must read and accept all of the terms in this Agreement.

By signing and accepting this Agreement, you agree that this Agreement will apply to all **WOA Consigner's Item List & all future consignments consigned to WOA.**

You will indemnify and hold us (and our members, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

If you have a dispute with WOA, you release us (and our members, officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others doesn't waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement. Should any disputes arise, legal venue shall be La Crosse, Wisconsin.

1.	Consigner	Name of Selling Entity
	_____	Wise Owl Auctions
	(Please print your name)	(WOA)
	Mailing Address: _____	Phone: _____
	City: _____ State: _____ Zip: _____	Email: _____

2. Description of Goods to be sold on Consignment as shown on the: **WOA Consigner's Item List**

3. WOA will maintain items in good condition and display goods in a reasonable amount of time to the best of WOA abilities (2 - 8 weeks) to enable sale. WOA is not responsible for broken, lost, stolen, misidentified, or damaged goods.

4. Ownership of items are retained by the Consigner until sold items have been picked up by the new owner.

5. WOA will retain unsold items for the Consigner to pick up. If the unsold items are not picked up within 3 weeks after the auction they will be disposed of. Disposal fees may apply.

6. Items may be withdrawn by the owner only with the agreement of WOA.

7. Listing / Selling Charge of \$ 2 per lot plus 10 % commission of the realized price.

8. WOA will provide accounting, with payment for sales minus the commissions and additional expenses which will be available within 24 hours after the auction ends.

I certify that I personally own or have the authority to consign all items consigned to WOA. I certify that I have read, fully understand, & agree to the terms outlined in the WOA Consigner's Agreement, & that it applies to each WOA Consigner's Item List & to all future consignments consigned to WOA.

Consigner's Signature

CO Code

WOA Signature

Date