

**SPRING CONSIGNMENT SALE**  
**SPONSORED BY POCONO OLD-TYME FARM EQUIPMENT ASSOCIATION INC.**

The seller hereby warrants to the Pocono Old-Tyme Farm Equipment Assoc. Inc. (hereafter referred to as "POTFEA") that it has good and merchantable title to all of the merchandise it is offering for sale, free and clear of any and all liens and encumbrances whatsoever. The Seller also warrants that, if applicable, the sale of its' merchandise has been duly authorized by vote of all its' stockholders and/or Board of Directors, if required by statute or the Seller's Certificate of Incorporation or By-Laws.

Risk of loss shall remain with seller at all times until title transfers to any third party which may purchase the Seller's merchandise. Under no circumstances will title transfer to POTFEA unless Seller's merchandise is purchased by POTFEA.

Seller shall indemnify and save harmless POTFEA, it's affiliates, members, Officers, Directors, agents and employees, from and against all loss or liability, based upon any act, omission or negligence of the Seller, its' affiliates, Officers, Directors, agents and employees in connection with the sale of its' merchandise.

Seller's merchandise will be sold "AS IS" and "WHERE IS". The Seller is responsible for any representations it makes to third parties regarding the warranty of merchantability or fitness for a particular purpose or any other warranty whatsoever, express or implied, in respect to the merchandise offered. All water cooled engines must have antifreeze, and if the Seller guarantees, he must furnish a guarantee in writing.

Seller agrees that, by 12 noon, Sunday, following the date of the sale, POTFEA, shall be permitted to remove and dispose of any of the Seller's unsold merchandise in any manner that it deems appropriate, in its' sole discretion. Seller hereby agrees to reimburse POTFEA immediately upon presentation of POTFEA's bill for costs or damages incurred by POTFEA as a result of such removal, and shall indemnify POTFEA from all costs, fees and damages, including attorney fees, associated therewith. The Seller must remove tires not sold or a fee of \$20.00 per tire will be charged to the Seller.

POTFEA has the right to accept or reject any or all merchandise. No glass, appliances, upholstered furniture or titled merchandise will be accepted.

It is the Seller's or Owner's responsibility to protect the selling price of his own equipment when it is put up for sale.

No security will be provided after the sale on Saturday.

**ALL MERCHANDISE MUST BE REMOVED BY 12 NOON, SUNDAY, FOLLOWING DATE OF SALE (SOLD OR UNSOLD)**

Commission agreement (each piece is charges separately on a percentage basis:

MINIMUM CHARGE.....	\$2.00	\$10.00 TO \$250.00.....	22%
\$250.01 - \$500.00.....	16%	\$500.01 - \$1,000.00.....	12%
		\$1,000.01 AND OVER .....	10%

**BUY-BACK PROCEDURE:** If a Seller buys his merchandise back, the following fee will be charged.  
**\$10.00 up to \$250.00 plus 2% for any monies over \$250.00**

**NO CHECKS WILL BE MAILED FOR TOTAL SALES OF LESS THAN \$10.00.**