

WHAT TO EXPECT AS A CONSIGNER:

1. Send us photos of your items

Email clear well-lit photos of your items with non distracting backgrounds to info@wachterauctions.com or text them to 240-529-4237 with your name and any details so we can use for advertising if we choose. We reserve the right to decline items for inclusion in the auction or advertising.

2. Bring your items to the auction field

We will take consignments on location, the week before and the week of the auction:

Mon 9/28 - Sat 10/3	10am-5pm	3936 Old Taneytown Rd.
Mon 10/5 - Thurs 10/8	10am-5pm	Taneytown, MD 21787

We will provide tags and marker for you to mark your items with your Consigner # and will direct you where in the field to place your items. If your item has a title (vehicle, trailer, etc.), please make sure to leave it with your contract in the office trailer, as well as any keys (which will be stored safely off-site until the Auction day).

All consigned items will be staged outdoors in a field before and during the auction. We do not have a place to store items indoors. Please be aware of the outdoor conditions and feel free to take your own protective measures, such as covering your items with a piece of plastic (cheap dollar store clear shower curtains work well). Some consigners like to attach a 3x5 card with any important info about the item that could encourage a bidder to bid. Please keep in mind that we may need to rearrange or move items to create the most effective display and groupings for the auction. If you want to consign large items/heavy equipment and need to drop off earlier, please call or text Scott Wachter at 240-529-4237.

3. Complete the Auction Consignment Contract

You may clearly hand write the list of items for consignment on our contract or type/print your own list of items with any important details and we will attach to the contract. Leave this in the office trailer at the auction location - make sure it is signed by an Auction Staff.

4. After the Auction

After the auction, we will notify you by email about any unsold items. If you do not use email, please let us know so we can send you notification by mail or phone call. You must pick up any unsold items by Thursday October 15, 2026. Any items remaining on the property after Friday October 16, 2026 will be considered abandoned property and may be disposed of by Wachter Auctions and Appraisals at your expense to be deducted from your payout. You must get your Consigner No-Sale Sheet from the office trailer before removing those items from the property to pass through security.

We will mail your check and a Consigner Settlement Sheet to the name you list on the Consignment Contract and mail to the address listed. Please make sure these are accurate and we have a phone number to reach you.



P.O. Box 424 Mount Airy, MD 21771 • 240-529-4237 • info@wachterauctions.com

AUCTION CONSIGNMENT CONTRACT

This Auction Consignment Contract ("Contract") is between FERN CREEK LLC t/d/b/a WACHTER AUCTIONS AND APPRAISALS ("Auctioneer") and the Seller identified below.

Seller is: ☐ Individual(s) ☐ Sole Proprietor ☐ Partnership ☐ LLC ☐ Corporation ☐ Personal Representative of Estate

SELLER NAME	SELLER ADDRESS
SELLER TELEPHONE	SELLER EMAIL

1. Consignment & Auctioneer's Authority.

Seller consigns the items on the attached Asset Inventory (the "Assets") for sale at auction. Auctioneer has the exclusive right to expose the Assets for competitive bidding and to effect their sale, including determining sale order and lotting/grouping (each, a "Lot"), and may exclude any Lot it deems unsaleable, of doubtful title or authenticity, unsafe, or otherwise impractical to sell. Auctioneer may instead negotiate a non-auction sale of any Lot, compensated the same as an auction sale. Unless agreed in writing, Auctioneer will not inspect, service, repair, warrant, or guarantee any Lot. Auctioneer will register Bidders and may set (or waive) qualification requirements, but makes no warranty as to any Bidder's creditworthiness, financial wherewithal, or willingness or ability to pay. Auctioneer may use auctioneers, employees, agents, and contractors as it deems necessary to carry out this Contract.

2. Nature & Conduct of the Auction.

The Auction will be held With Reserve; Auctioneer may withdraw or pass any Lot. Lots sell without a Reserve Price unless one is set on an attached Reserve Price Addendum, in which case the Lot sells only at or above that price (Seller may waive or reduce it). The Auction is conducted under Auctioneer's Bidder Terms and Conditions (incorporated by reference); Auctioneer controls bidding, may set, waive, or modify bid increments, accept or reject bids, resolve disputes, and reopen bidding for an unnoticed or disputed bid. Auctioneer's decisions are final. Auctioneer may accept Absentee Bids, executed competitively up to the bidder's maximum, with no liability for failing to execute any Absentee Bid. Seller may not bid on any Lot but may direct Auctioneer to bid on Seller's behalf.

3. Auction Logistics.

Auction Site: 3936 Old Taneytown Rd., Taneytown, MD 21787. Seller is responsible for delivering the Assets to the Auction Site during the dates/times below.

DATES	TIMES
Mon., Sept. 28 – Sat., Oct. 3, 2026	10:00 a.m. – 5:00 p.m.
Mon., Oct. 5 – Thurs., Oct. 8, 2026	10:00 a.m. – 5:00 p.m.

AuctionDate/Time: October 10, 2026, at 9:00 a.m. **Format:** Onsite only.

Force Majeure: Auctioneer may postpone, reschedule, or modify the Auction's date, time, or format without liability or breach if performance is prevented or made impracticable by severe weather, natural disaster, government order, site unavailability, or other cause beyond Auctioneer's reasonable control.

4. Commission & Fees.

Commission: Auctioneer receives a Commission on each Lot sold, as a percentage of the winning bid ("Hammer Price"):

HAMMER PRICE ON LOT	COMMISSION
\$25.00 or less	30% of Hammer Price
\$26.00 – \$500.00	20% of Hammer Price
\$501.00 – \$1,000.00	15% of Hammer Price
Over \$1,000.00	10% of Hammer Price

Reserve Price Fee / No Sale Fee: A Lot is subject to a Reserve Price only if stated on a Reserve Price Addendum. If so, Seller pays a non-refundable Reserve Price Fee before the Auction (per the Addendum); this fee credits against Auctioneer's Commission if the Lot sells, and is retained by Auctioneer if it doesn't. If a Lot subject to a Reserve Price fails to reach that price, Seller instead owes a No Sale Fee (per the Addendum), which Auctioneer may deduct from Auction proceeds.

Buyer's Premium: Auctioneer charges winning bidders a non-refundable Buyer's Premium — 10% of Hammer Price for cash, money order, certified funds, or wire, and 15% for card or electronic transfer (adjustable per the Bidder Terms or case-by-case). This is Auctioneer's sole property upon the fall of the hammer, is not credited against Commission or other fees Seller owes, and is not part of Seller's proceeds.

Withdrawal / Interference: If, through 10 days after this Contract's term, any Lot sells other than at the Auction (or Seller agrees to such a sale), or a Lot goes unsold due to Seller's interference or breach, Seller owes Auctioneer the Commission and Buyer's Premium — calculated on the private sale price, fair market value, or Reserve Price, whichever is greatest — plus reimbursable costs and expenses.

5. Seller's Representations, Warranties & Obligations.

Seller represents and warrants that: (a) Seller owns, or is authorized to sell, the Assets, free of all liens and encumbrances other than those that will be discharged at or before the Auction, or from Auction proceeds; (b) all descriptions Seller provides are true and complete to Seller's knowledge, with no undisclosed defects or irregularities, and each Lot's branding, marks, and indicia of origin are authentic; and (c) this Contract and Seller's performance do not conflict with any law or agreement binding Seller, and the Assets do not infringe any third party's rights.

Seller agrees to: (a) not withdraw any Assets from the Auction or engage in a private sale before the Auction; (b) safeguard, maintain, and preserve any Assets remaining in Seller's possession; (c) pay and discharge all taxes, liens, and encumbrances on the Assets before the Auction or from proceeds; (d) maintain insurance on the Assets unless otherwise agreed; (e) deliver good, unencumbered title to Buyers; (f) authorize Auctioneer to withhold and apply proceeds toward clearing title as needed; and (g) for any Lot with a certificate of title (e.g., a vehicle, trailer, or titled equipment), deliver the signed, clear title to Auctioneer at the time the Lot is delivered for the Auction — Auctioneer may withhold the Lot from sale, or withhold its proceeds, until clear title is received. Seller acknowledges it was not induced to contract by any Auctioneer statement or opinion of value, that Auctioneer does not warrant the amounts Assets may bring, and that the final bid establishes each Lot's fair market value.

6. Advertising.

Auctioneer may advertise the Auction by any reasonable means, including posting Assets, photographs, and prices realized on its website or in published results, and may use Seller's (or a decedent's) name and likeness in related advertising. All resulting advertising and media are Auctioneer's exclusive property.

7. Unsold Lots.

Seller must retrieve any unsold Lots by Thursday, October 15, 2026; Lots not retrieved are deemed abandoned to Auctioneer on Friday, October 16, 2026 unless other written arrangements are made. Auctioneer may then discard, otherwise dispose of, retain, or sell abandoned Lots for its own account. Seller is responsible for storage and disposal costs on any Lots not timely retrieved.

8. Payment, Delivery & Accounting.

Auctioneer will accept payment by cash, check, certified funds, credit card, or wire, and will make reasonable efforts to collect but is not required to sue to do so; Auctioneer does not guarantee collection, will not indemnify Seller for amounts owed by non-paying Bidders, and is not liable to Seller for unpaid, returned, or charged-back Lots. If a winning bidder fails to pay in full within 10 days of the Auction, Auctioneer may, in its sole discretion, re-offer the Lot at a future auction, sell it privately, or return it to Seller, in each case without further obligation to the defaulting bidder. Lots are delivered to Buyers at the Auction Site, with applicable taxes calculated on the Hammer Price plus Buyer's Premium. Within 30 days after the Auction, Auctioneer will account for and pay Seller the net proceeds, holding back in escrow any amount reasonably needed to satisfy a timely-noticed third-party claim. Clerking sheets and related records are available for Seller's review; absent clerical error, Auctioneer's records are final and conclusive.

9. Risk of Loss; Indemnification; Set-Off.

Seller accepts the risk of theft, damage, or destruction of consigned property; absent Auctioneer's gross negligence or willful misconduct, Auctioneer bears no liability for such loss and is not liable for the acts of third parties. The Auction Site is gated but not monitored 24/7. Seller will indemnify and hold Auctioneer harmless from all loss, claims, and expenses (including attorneys' fees) related to this Contract, the Auction, or the Assets. Except for Auctioneer's gross negligence or willful misconduct, Auctioneer's total liability to Seller arising from this Contract or the Auction will not exceed the Commission actually earned on the applicable Lot, and Auctioneer will not be liable for consequential, incidental, indirect, or punitive damages. Auctioneer may set off any amount Seller owes it against Auction proceeds or other Seller funds it holds.

10. Proprietary Information.

Auctioneer's mailing/email lists and bidder or buyer contact information are its property. Auctioneer need not share them with Seller except as required by law, to facilitate collection from a non-paying Bidder, for litigation purposes, or by order of a court or administrative body of competent jurisdiction.

11. Governing Law; Venue; Jury Waiver.

This Contract is governed by Maryland law (without regard to conflict-of-laws rules). All disputes will be brought exclusively in the state or federal courts for Carroll County, Maryland. **THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY.** If Auctioneer brings an action to enforce this Contract or collect amounts owed by Seller, Seller will reimburse Auctioneer's reasonable attorneys' fees and costs.

12. General.

If any provision of this Contract is held invalid or unenforceable, the remaining provisions remain in full force to the extent practicable. This Contract, together with its attachments (including the Asset Inventory, which is incorporated by reference), constitutes the entire agreement of the parties.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Contract on _____, 2026.

SELLER:

By: _____

(Signature)

Name: _____

Its: Authorized Representative

AUCTIONEER:

FERN CREEK LLC t/d/b/a WACHTER AUCTIONS AND APPRAISALS

By: 

Name: William Scott Wachter

Its: Authorized Representative



Asset Inventory for Fall Ag & Consignment Auction October 10, 2026

Seller (name):	Consignor #
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Please provide clear descriptions of your items. It is up to you how detailed you want to be. For items you feel are valued over \$100 you may choose to include:

- The Basics: Brand, model name, model number, and size or dimensions.
- Key Details: Age, color, material, and history (e.g., "only used indoors").
- Condition & Defects: Note any scratches, dents, chips, stains, missing parts, or mechanical issues.
Be honest about conditions — accurate descriptions build bidder trust!