



**VIRTUAL/TELECONFERENCE
DRAFT AUCTION CONTRACT COMMITTEE
AUCTIONEER BOARD
Virtual, 4822 Madison Yards Way, Madison
Contact: Adam Barr (608) 266-2112
February 8, 2022**

*The following agenda describes the issues that the Committee plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a description of the actions and deliberations of the Committee. A **quorum of the Board may be present during the committee meeting.***

AGENDA

10:30 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

- A. Adoption of Agenda (1)**
- B. Review and Discuss Draft Auctioneer Contract Template (2-6)**
- C. Public Comments**

ADJOURNMENT

MEETINGS AND HEARINGS ARE OPEN TO THE PUBLIC, AND MAY BE CANCELLED WITHOUT NOTICE.

Times listed for meeting items are approximate and depend on the length of discussion and voting. All meetings are held at 4822 Madison Yards Way, Madison, Wisconsin, unless otherwise noted. In order to confirm a meeting or to request a complete copy of the board's agenda, please call the listed contact person. The board may also consider materials or items filed after the transmission of this notice. Times listed for the commencement of disciplinary hearings may be changed by the examiner for the convenience of the parties. Requests for interpreter services for the deaf or hard of hearing, or other accommodations, are considered upon request by contacting the Affirmative Action Officer, 608-266-2112, or the Meeting Staff at 608-266-5439.

**State of Wisconsin
Department of Safety & Professional Services**

AGENDA REQUEST FORM

1) Name and title of person submitting the request: Jon Derenne, Attorney, Department of Safety and Professional Services		2) Date when request submitted: January 27, 2022 Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting	
3) Name of Board, Committee, Council, Sections: Auctioneer Board			
4) Meeting Date: February 8, 2022	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Review and discuss draft auctioneer contract template.	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <i>(If yes, please complete Appearance Request for Non-DSPS Staff)</i> <input type="checkbox"/> Yes <Appearance Name(s)> <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if applicable: N/A	
10) Describe the issue and action that should be addressed: Review and consider revisions to draft contract template.			
11) Authorization			
<i>Jon Derenne</i>		01/27/2022	
Signature of person making this request		Date	
Supervisor (Only required for post agenda deadline items)		Date	
Executive Director signature (Indicates approval for post agenda deadline items)		Date	

AUCTION
CONTRACT & AGREEMENT

This Agreement entered into between the Owner or Consignor: _____

_____ and the registrant (hereinafter
the Auctioneer): _____

_____.

The Auctioneer hereby undertakes assignment of the Owner's/Consignor's property for purposes of conducting an Auction of said property as is described below. Auctioneer agrees to complete their duties consistent with the professional knowledge and skill to prepare for and conduct the auction, The Owner/Consignor is required to provide a description of the property to be sold at public auction and assist the Auctioneer in preparation for the Auction pursuant to the terms and conditions of the Agreement.

The Owner/Consignor represents that he or she has title and right to sell all property to be sold at auction free of encumbrances and liens; or, if some or all of the property to be sold is subject to encumbrances or liens, a specific itemization of such property is as follows:

Item:

Mortgage Lien Holder:

Address/Telephone:

Outstanding Balance:

Description of property to be sold at Auction: _____

_____.

The following items are specifically excluded from the auction: _____

_____.

The Auction will take place on _____, _____ and will occur at, _____

_____.

The Auctioneer is authorized to purchase items at the Auction under the following terms and conditions: _____

_____.

The Auction shall occur under the following terms and conditions:

1. Advertising or other expenses shall be paid by the _____
_____.
2. A buyer's fee or surcharge will be assessed and, if so, the percentage or other amount to be charged to the successful bidder shall be:

_____.

3. The Terms of the Agreement including consideration, advertising, costs, fees and expenses: _____

_____.

Dated this _____ day of _____, 20__.

Auctioneer _____ State Registration# _____.

Address: _____

Phone: _____

Email: _____

Owner/Consignor _____

Address: _____

Phone: _____

Email: _____

SPS 124.02 Written contracts; terms. No auctioneer may conduct an auction unless the auctioneer or the auction company that is managing the auction has entered into a prior written contract with each owner or consignor of goods or real estate that may be sold at the auction. The contract shall specify the terms and conditions upon which the auctioneer or auction company accepts the goods or real estate for sale and must contain: (1) The registrant's name, trade or business name, state registration number, business address and business telephone number. (2) The name and address of the owner or consignor. (3) A general description of the property to be sold at auction, any restrictions relating to conducting the auction and a statement indicating whether the registrant is authorized to purchase at the auction. (4) A description of the services to be provided and the consideration for the services. The description must state which party is responsible for advertising and other expenses. (5) A statement of whether a buyer's fee or surcharge will be assessed and, if so, the percentage or other amount to be charged to the successful bidder. (6) The date, dates or time period during which the items will be sold at auction. (7) A statement by the seller that he or she has title and right to sell all property to be sold at auction

free of encumbrances and liens; or, if some or all of the property to be sold is subject to encumbrances or liens, a specific itemization of such property. History: Cr. Register, June, 1995, No. 474, eff. 7-1-95; am. (5), Register, July, 1999, No. 523, eff. 8-1-99. SPS 124.03 Written contracts; copies. An auctioneer or auction company shall give the owner or consignor a legible copy of the contract referred to in s. SPS 124.02 at the time of signing. History: Cr. Register, June, 1995, No. 474, eff. 7-1-95; correction made under s. 13.92 (4) (b) 7., Stats., Register November 2011 No. 671.