



AuctioneerExpress.com



CONTRACT

The Seller herein referred to as I/We authorize **AuctioneerExpress.com** to sell the merchandise attached on the behalf of _____ . I/We agree to the below auction sales fees to be deducted from sale price per items/lots that are sold, which will be charged by **AuctioneerExpress.com** for conducting this sale in my/our behalf. If a minimum dollar amount (starting/reserve price) has been requested on any item/lot, the minimum dollar amount (starting/reserve price) will include the auction sales fee to be paid to **AuctioneerExpress.com**.

Auction Sales Fees to be charged to seller, which will be deducted from seller's proceeds:

RATE CHARGED PER ITEM/LOT	DOLLAR AMOUNT OF ITEM/LOT
7.5%	From \$0 to \$50,000.00
5.5%	From \$50,000.01 to \$100,000.00
3.5%	From \$100,000.01 & UP
There will be a \$5.00 per item/lot minimum auction sales fee charge, regardless of sale price. Seller will be allowed to place a minimum starting bid, if desired, to ensure there would be no negative charges. There will not be any charge if the item does not sell.	

Examples:

Item #1

Motor Grader sells for \$125,000.

\$0-\$50,000 x 7.5%=\$3,750.00

\$50,000.01-\$100,000.00 x 5.5%=\$2,750.00

\$100,000.01-\$125,000.00 x 3.5%=\$875.00

Total auction sales fee for item #1= \$7,375.00

Item#2

Crown Vic Police Car sells for \$3,000.00

\$3,000.00 x 7.5%=\$225.00

Total auction sales fee for Item #2= \$225

The above auction sales fee scale will not apply to firearm auctions. Firearm auctions will have an auction sales fee of 10% per item/lot.

I/We authorize **AuctioneerExpress.com** at their discretion to start bidding at or reduce starting bid to a price equal to or greater than the net dollar amount that would be due to me/us (the seller) after auction sales fee has been deducted from minimum dollar amount (starting/reserve price).

If for any reason high bidder defaults on bid and item/lot has a (starting reserve price), **AuctioneerExpress.com** is authorized to offer items/lots to next highest bidder, if bid meets or exceeds the (starting/ reserve price) placed on items/lots.

If item does not have a requested minimum dollar amount (starting/reserve price), item/lot will be sold to the highest bidder at the end of the auction regardless of price. If for any reason high bidder defaults on bid **AuctioneerExpress.com** may offer item to next highest bidder.

If for any reason high bidder defaults and does not complete purchase of an item/lot, seller releases **AuctioneerExpress.com** of obligation to complete the sale of item/lot.

If item/lot does not receive a bid and is not sold, seller will not be charged an auction sales fee.

If the seller bids on their own item/lot and is the successful high bidder, seller will be charged a 5% buyback fee, of sale price.

I/We agree that **AuctioneerExpress.com** will only be responsible for the advertisement that they submit.

I/We are responsible for taking all photos & descriptions and submitting them to **AuctioneerExpress.com**, unless otherwise negotiated. If **AuctioneerExpress.com** sends employees to setup auction, an additional fee of \$75.00 per hour (including travel time), may be charged for providing this service.

I/We agree that I/we will not remove any items from auction after auction has started.

I/We agree to all the terms and conditions listed in **AuctioneerExpress.com's** web site. I/We understand that **AuctioneerExpress.com** is acting only as an agent for me/us the seller(s). I/We agree not to list any items or lots with known defects or that are hazardous without disclosing known defects or hazards, list any items or lots that violate any environmental or any other state or federal laws. Seller agrees to accept all responsibility for listing items or lots and agree to defend and hold harmless **AuctioneerExpress.com**, its employees or agents from any claims or suits filed pertaining to the sale of items or lots listed on **AuctioneerExpress.com's** website by seller.

I/We guarantee that items/lots will be free and clear of all liens and buyers will receive clean bill of sale. I/We will provide paper work or documentation to assist in obtaining titles unless otherwise stated. I/We will safe guard items to the best of our ability until buyer has taken possession. If item/lot is damaged, misrepresented, or stolen, while in seller's or **AuctioneerExpress.com's** possession, Seller agrees to release bidder of any obligation to buy, at any time before bidder takes possession of items.

AuctioneerExpress.com will not assume any responsibility of liability damages or theft of any part of or total lot while in seller's or **AuctioneerExpress.com's** possession.

I/We (will) (will not) assist in loading the merchandise after the auction is over and merchandise is sold. I/We will not release merchandise to anyone until I/we have received a copy of a paid invoice from **AuctioneerExpress.com** by facsimile, e-mail, or US postal mail. Buyer must also show paid invoice to seller. Buyer must sign off that they received merchandise on copy of paid invoice that I/We (the seller) receive. I/We (the seller) will forward invoices or copies of the invoices where the bidder or representative signed for and received the merchandise to **AuctioneerExpress.com** for their files.

Representatives of **AuctioneerExpress.com** has permission to handle & sign titles as an agent for the seller. If **AuctioneerExpress.com** handles titles for titled vehicles, there will be a \$30.00 fee per title for filing the Texas Motor Vehicle Transfer Notification form with the State of Texas. This form notifies the state that the vehicle has been sold to an individual. This fee also includes the cost of certified mailing per title that is mailed to buyers. This Additional fee will be deducted from the seller's proceeds.

All money collected for items sold minus auction sales fee and/or other fees that may be applicable will be paid to seller within fourteen (14) business days after **AuctioneerExpress.com** receives funds from buyers.

The terms and conditions of the auction may be amended at any time the seller(s) and **AuctioneerExpress.com** mutually agree to do so in writing, before the auction starts.

I/We agree that unless it is an emergency, items will not be used once items have been listed.

This agreement may be terminated at any time at the option of either party for any future auction or related services, without future or prospective liability for performance upon giving Thirty (30) days written notice thereof. Termination will not apply to pending or uncompleted auctions already placed under this contract.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of the Agreement shall remain in full force and effect.

Auction ending date will be **determined per Auction.**

All merchandise to be sold will be listed on a spreadsheet as an attachment to this contract. Each Spreadsheet will have this contract number on it for reference.

Auctioneer warrants that he/she is licensed by the state of Texas and if there are any unresolved complaints against this auctioneer/auction company, complaints may be directed to: Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711, 512-463-6599, cs.auctioneers@tdlr.texas.gov

I/We agree to all of the terms and conditions listed on pages 1 and 2 of this contract. I/We certify that I/We are authorized to sign this contract. Items submitted for public auction through this contract have been declared surplus through the appropriate channels of the selling entity.

Authorized Signature

Print Name

Date

Authorized Signature

Print Name

Date

AuctioneerExpress.com is a subsidiary of D-Mac's Investments LTD, Co.



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I/We will not release merchandise to anyone until I/we have received a copy of a paid invoice from **AuctioneerExpress.com** by facsimile, e-mail, or US postal mail. Buyer must also show paid invoice to seller. Buyer must sign off that they received merchandise on copy of paid invoice that I/We (the seller) receive. I/We (the seller) will forward invoices or copies of the invoices where the bidder or representative signed for and received the merchandise to **AuctioneerExpress.com** for their files.

I/We authorize personnel of **AuctioneerExpress.com** to handle & sign titles as an agent for the seller. If **AuctioneerExpress.com** handles titles for titled items, there will be a \$30.00 fee per title for filing the Texas Motor Vehicle Transfer Notification form with the State of Texas. This form notifies the state that the vehicle has been sold to another party. This fee also includes the cost of certified mailing per title that is mailed to buyers. This Additional fee will be deducted from the seller's proceeds.

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I/We guarantee that items/lots will be free and clear of all liens and buyers will receive clean bill of sale. I/We will provide paperwork or documentation to assist in obtaining titles unless otherwise stated. I/We will safe guard items to the best of our ability until buyer has taken possession. If item/lot is damaged, misrepresented, or stolen, while in seller's or **AuctioneerExpress.com's** possession, Seller agrees to release bidder of any obligation to buy, at any time before bidder takes possession of items.

The terms and conditions of the auction may be amended at any time the seller(s) and **AuctioneerExpress.com** mutually agree to do so in writing, before the auction starts.

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Auction ending date ____/____/____ starting at ____am/pm

LIST MERCHANDISE & MINIMUMS

<u>MERCHANDISE</u>	<u>SERIAL#</u>	<u>MINIMUM</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		

Any additional merchandise may be listed on an attached page with signature and date.

I/We agree to all of the terms and conditions listed on pages 1, 2, and 3 of this contract and the terms and conditions listed on **AuctioneerExpress.com's** website. I/We certify that I/We are authorized to sign this contract.

Authorized Signature

Date

Print Name

Authorized Signature

Date

Print Name

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Addendum

_____ has requested for an authorized employee of AuctioneerExpress.com to sign and handle title paperwork for merchandise sold through their auction company. The employee will be acting as an agent for our entity.

The following employees at AuctioneerExpress.com may sign titles as an agent:

Cathy McGonagill

Dale McGonagill

Maranda Martin

If you should have any questions, please contact: _____ at _____ . A business card (or copy) is attached.

Signature

Print

Date