

# PERSONAL PROPERTY AUCTION CONTRACT

THIS AGREEMENT entered into by and between City of Canton hereinafter referred to as Seller(s) and Jeff Dobson & Associates LLC hereinafter called Auctioneer.

FOR AND IN CONSIDERATION of the services to be performed by the Auctioneer, the undersigned Seller(s) of the property hereinafter described, hereby employs and grants the Auctioneer the EXCLUSIVE RIGHT TO SELL the following described personal property:

and as set out in Exhibit A hereto attached and made a part hereof by reference. Located at: Cherokee CO Fairgrounds  
City Canton County of Cherokee State GA

The right to sell specifically includes the right to sell the above described property at Public Auction, to the highest bidder(s) on the premises on or about May 2016-2017 20 18 or up to 90 days prior to or after said approximate date. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold prior to auction date, or within 90 days after said date. In event of postponement because of Act of God, the auction shall be held at a later date agreeable to both parties, not later than 90 days after initial auction date. Seller(s) warrants and represents to the Auctioneer that Seller(s) owns, has full authority and lawful power to sell and shall deliver title to the above described property, free and clear of all claims, encumbrances or indebtedness, and that said property can be sold at auction without violation of any Federal, State or other regulations except as noted herewith:

Mortgage or Lien Holder on Personal Property	Address	Unpaid Bal.
1. <u>NA</u>		
2. <u>NA</u>		
3. <u>NA</u>		

Seller(s) agrees to pay all expenses of preparation, advertising and conducting the auction sale. The advertising expense to market and advertise this auction will be \$ NA. Seller agrees to pay said costs and herewith tenders to Auctioneer, NA Dollars ( NA ) to be used as deposit in defraying said expenses, receipt hereof being hereby acknowledged. Auctioneer shall expend this money as necessary for purposes relative only to this auction. Clerking and Cashiering charges shall be paid by Auctioneer. Further conditions \_\_\_\_\_

Seller herewith agrees to the following payment method for buyers: Credit Card Cash checks  
Auctioneer DOES ~~NOT~~ guarantee collection of checks and if so charges an extra 0 % on final check total for this service. Auctioneer WILL ~~NOT~~ offer credit card merchant services for this auction and if so charges an extra 0 % on final credit card total for this service. Payment of proceeds to seller, less expenses and commissions, will be made within 20 days after cashier's final closeout of auction. Seller(s) agree that all expenses and auction commissions shall be deducted before payment of any liens. State Sales Tax WILL ~~NOT~~ be collected at this auction and if so will be remitted by AUCTIONEER / SELLER(S). Seller(s) agrees this auction will be conducted on an ABSOLUTE / ~~RESERVED~~ basis.

## THE AUCTIONEER SHALL:

(A) Sell said property, using his professional skill, knowledge, and experience to the best advantage of both parties in preparing and conducting the auction sale.

(B) Keep accurate records of said sale, and permit Seller(s) to examine same. Seller(s) to be furnished a copy of said records.

(C) Receive as compensation for promoting, advertising and conducting said auction sale 10 % (percent) of gross selling price, which shall be payable by the Seller(s) at the auction site, immediately following said auction, or deducted from Seller's proceeds on day of auction. A Ten % Buyer's Premium WILL ~~NOT~~ be charged and if so will be divided Zero % to Seller(s) and Ten % to Auctioneer in addition to stated commission or as follows:

## THE SELLER SHALL:

(A) Maintain and provide premises in which said property is located, and furnish light, water, license, personal and public liability insurance. Seller(s) SHALL ~~NOT~~ provide labor in assisting with this auction sale, set-up and check-out.

(B) Not sell, dispose of or otherwise withdraw from said auction sale any part of said property or refuse to submit said property, or any part thereof.

(C) Not interfere, prevent or prohibit auctioneer, in any manner, prior to or during auction, from carrying out his duties and obligations of this agreement.

(D) In the event of breach of covenants contained herein, pay the auctioneer as liquidated damages, all advertising and other expenses incurred and a commission of Ten Percent (10%) of the appraised value of said property, prior to auction being cancelled.

Further Conditions Three (3) year Contract 2016-2017-2018  
Commission Rates stay The Same Thru The 3 years  
Zero (0) Commission on Autos, Trucks, Buses

Auctioneer is acting as agent only and represents the Seller(s) in this transaction. Nothing herein contained shall be construed to or constitute the parties hereto as partners. In the event it becomes necessary for either party to collect any sum or sums due through legal action, Seller(s) waives venue and agrees to pay all costs and expenses of such an action, including reasonable attorney's fees. This agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Seller(s) have read the foregoing contract and thoroughly understand the contents thereof; and further represent the statements hereof are made by them as true to the best of their knowledge, and that this contract contains and sets out the entire agreement of the parties.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

at \_\_\_\_\_ County, \_\_\_\_\_

AUCTIONEER

SELLER

SIGNATURE REPRESENTS PERSONAL GUARANTY

SELLER

SIGNATURE REPRESENTS PERSONAL GUARANTY

Approved as to Form:  
Roh M. Dym  
City Attorney