

Mike Brown and Associates, LLC
1277 State Route 133 Bethel, Ohio 45106
513-532-9366 www.MikeBrownAuctioneer.com
PERSONAL PROPERTY AUCTION AGREEMENT



This agreement, entered into this 31 day of August, 2024, by and between MIKE BROWN and Associates, LLC., called AUCTIONEER and the undersigned owner(s) called SELLER(s).

Both parties agree that the AUCTIONEER will conduct a Public Auction of personal and other property of the SELLER's and the AUCTIONEER will use his professional skills, knowledge and experience to the best advantage of both parties in preparing for and conducting the auction and that all items will be sold to the highest bidder.

- SELLER grants to the AUCTIONEER an exclusive right of sale of SELLER's following described property by PUBLIC AUCTION: 2200 See
LIST ATTACHED. SELLER grants "Exclusive Right of Sale" from the day this agreement is signed to the day of the Auction which is Sept (month) 25th (day), 2024. The Auction will be held at 2200 O'Reilly Road Fayetteville, Oh 45118.
- SELLER(s) represents that the title to the property is marketable and insurable, and that the said SELLER(s) has the full authority to enter into this agreement and to convey title of any and all items as presented to the auction company. Items are the property of the seller without any liens attached. The items listed below with reserve have a 0% commission of last bid if not sold at Public Auction: or flat fee of \$ 0 per item.
MINIMUM BID: \$ ITEM MINIMUM BID: \$ ITEM
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- Seller will pay 5% of auction gross as Auction Commission with 0 flat fee auction commission on unsold items and/or 10% BUYER'S PREMIUM will be added to the Buyer's bid as a part of the Auctioneer's commission.
- SELLER(s) will pay ALL auction promotional expense including but not limited to newspaper advertisement, flyers, signs, internet etc. for advertising/promotional expenses, to be deducted from Auction Gross; if auction gross is less than expenses incurred by Auction Company, Seller understands he is responsible for any balance due and agrees to issue personal check or cash at auction closing on auction date.
- AUCTIONEER will post property on website and place "Auction Signs" on property per local zoning.
- SELLER acknowledges that AUCTIONEER or agents CANNOT accurately predict the price the property will bring at Public Auction. There are no guaranteed prices on any item. All items consigned sell to highest bidder without reserve unless noted in paragraph 2 above.
- SELLER understands and agrees that any checks made payable to AUCTION COMPANY are taken subject to collection. If a check is returned from the bank, the AUCTION COMPANY will contact the check writer and request resolution, if unresolved within 72 hours after that contact, the information will be provided to the SELLER to contact SELLER's attorney to pursue legal action, if legal action is the SELLER's choice. Any returned checks shall be debited out of seller's proceeds including any bank fees incurred by auction company. Mike Brown and Associates, LLC is not responsible for returned checks.
- AUCTIONEER/AUCTION COMPANY are not responsible for any theft or breakage to items caused by handling, transporting or general public. SELLER agrees to continue all insurance coverage on consigned items. SELLER agrees to indemnify and hold harmless AUCTIONEER, and/or AUCTION COMPANY employees against any and all claims, demands, action or causes of action whatsoever in any manner arising by the executor or executor representatives of this contract.

No item to be sold prior to or withdrawn from the auction except by mutual agreement by both the seller and the auctioneer in writing in advance of advertising auction. It is agreed that all goods will be sold to the highest bidder except those items specified in writing by the SELLER to have a reserve bid. The SELLER agrees that the AUCTIONEER's fees (as listed below) will be deducted from the gross receipts of said auction. The AUCTIONEER agrees to turn over the net proceeds of the auction to the sellers within a reasonable time after the auction (approximately 10 business days), along with sale receipts and records. The SELLERS agree that all auction fees and expenses incurred, as listed below, will be deducted from the auction proceeds before receipt of payment and satisfaction of any liens or encumbrances.

SELLER has read foregoing contract and agrees to the terms and conditions thereof. It is agreed that the contract is binding upon the undersigned and any heirs or consignees. It is agreed and understood between AUCTIONEER and SELLER that no verbal agreements or understanding is binding in any manner whatsoever or upon parties hereto.

Signed and accepted by all parties signed below this _____ day of _____, 20____ by the following:

Owner's Name(s) <u>MARY CARTAINO</u>	Auctioneer Signature
Owner Signature	Mike Brown, Auctioneer For <i>Mike Brown and Associates, LLC</i>
Owner Signature	Licensed and Bonded in favor of the State of Ohio Auction License # 57197620479
Owner Address <u>2200 O'Reilly Rd</u> <u>FAYETTEVILLE, OH 45118</u>	<u>www.MikeBrownAuctioneer.com</u>
Owner Telephone <u>513 659-5360</u>	Promotional Expenses
Owner Cell Phone	Off Duty Deputy Sheriff: <u> </u>
Owner Email address	Advertisement/Newspaper ads/radio: <u>ALL - yes.</u>
Auction Commission: <u>50/0</u>	Flyers: <u>ALL - yes</u>
Clerk: <u> </u> Cashier: <u> </u>	Webpage: <u>ALL - yes</u>
Setup: 12.00 per hour per person <u> </u>	Signs: <u>ALL - yes</u>
Moving: <u> </u>	Port-o-let <u>yes</u>
Other personnel: <u> </u>	Postage: <u>yes if used</u>
Clerk ticket fee: <u> </u>	Other expenses: <u> </u>
Other: <u> </u>	Seller is responsible for all expenses incurred to advertise and conduct the auction
Food vendor: <u> </u>	