



Red Belly Rooster Auction & Estate Services- Contract

320 West Lanier Avenue, Suite 110, Fayetteville, GA 30214 *

678-815-5687 * GA AU#3934 * Patty Brown

John Smith Estate, c/o Sally Smith, executor

smithsampleemail@gmail.com

704-600-5429

Service & mailing Address: 2400 Main Street, PTC, GA 30269

1. **Agreement:** Red Belly Rooster Auction (Auction Company/RBR) agrees to provide online estate auction services and Seller agrees to engage Auction Company team to liquidate personal property for \$500 auction setup fee and a 40% commission. A hammer fee of \$1 per sold lot will be charged for online auction. All fees and commission will be deducted from auction proceeds. If client terminates agreement after cataloging has begun, the auction setup fee is still due to Red Belly Rooster Auction.

2. **Service includes:**

Walk-through evaluation, Photography, Online Catalog, Online advertising & company email blast, coordinating Preview and Pickup with buyers.

Payment for auction sales will be made to seller by 30 days but usually within 7 (seven) business days of good funds being received, including line-by-line settlement statement. Please sign and return statement within 1 week or cash check as agreement.

3. **Additional Information**

- Seller will pay for garbage disposal/dumpster and labor, if needed with approval.
- Auction Company does not carry insurance on client's personal or real property; it is the responsibility of the owner to properly insure items against theft, fire, flood or any damages.
- All items are local pickup. Auction company does not provide shipping.
- Minimums/Reserves- When a minimum is approved or when seller wins a buyback bid, auctioneer will be paid a flat \$10 for each item that does not meet reserve up to 5 items. All buybacks over 5 items are at full commission. Seller understands that once we start lotting items for the auction, no more items will be removed from sale as the rate is based on the contents at walkthrough. If items are removed, auctioneer reserves the right to increase commission rate or cancel sale.
- Seller understands and agrees that if RBR does not receive good funds for the items, the sale will be void and items may be collected by seller or will be removed by donation or disposal according to Auctioneer.
- Sale will include sales tax. Sale will also include a 15% buyer's premium which will be collected from buyer to be kept by auctioneer to offset the cost of the auction. We accept cash & credit cards.
- Auctioneer and workers may bid on auction lots for resale or personal use.
- The sale may be combined with other auction items and/or seller locations.
- Seller will be provided the auction link to view catalog and terms of the sale.

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4. **Typical auction timeline:** 15 days Sale Prep, 5-7 days online sale, 3-5 days for pickup & 5-7 days cleanup.

Estimated Auction Timeline: Cataloging will begin on March 9. Tentative Auction dates are 3/21- 3/28/20. Auction pickup will be within a week of auction closing. Actual auction dates may be adjusted by two weeks past tentative dates.

5. **Additional Services:**

Post auction cleaning and donation assistance, billed at \$30per hour, per person. RBR will discuss post auction needs and seek approval of signing party. We also have options to get quotes from cleanout guy and dumpster companies, as needed.

Initial for cleanout options: _____ Cleanout Quote desired or _____ no cleanout needed.

6. **Indemnity.** The Seller agrees to indemnify and hold Auction Company harmless against any and all liability, loss, damages, costs, and expenses which Seller may incur, including, but not limited to, attorneys' fees and costs, which Seller may be required to pay, directly, by reason of error or omission by Auction Company which directly or indirectly results in any liability, loss and/or damages to Seller.

7. **Limitation of Liability:** Notwithstanding anything to the contrary in this Agreement, the Auction Company's aggregate liability for all claims under this Agreement shall in no event exceed the amount of Commission due to Auction Company.

*Client Statement: I attest to having full ownership to all goods to be offered for sale or possess legal right to sell on the owners' behalf.

Seller signature: _____ Date: _____

Auctioneer Signature: _____ Date: _____

Notes: