

Personal Property Auction Contract

HURLEY AUCTIONS-2800 Buchanan Trail East - Greencastle, PA 17225

Phone (717) 597-9100 Fax: (717) 597-9922 Email: info@hurleyauctions.com Website: www.hurleyauctions.com

Agreement made this 15th day of March 2021, between, Big Spring School District c/o Rick Kerr

Of (Address): 45 Mt. Rock Road Newville, PA 17241

Hereafter called (Seller); and Hurley Auctions hereafter called (AUCTION CO.)

The Seller hereby agrees to turn over to the Auction Company, to be sold at public auction the property listed below, on the reverse side and attached sheets. No item shall be sold or withdrawn from the auction prior to the auction except by mutual agreement between Seller and Auction Company. If items are sold or withdrawn from the auction, Auction Company shall receive full commission on all items that are withdrawn or sold based on the Auction Company appraisal price of the item(s). The Auction Company shall use its professional skill, knowledge and experience to the best advantage of both parties in preparing and conducting the Auction.

Contents of : Excess contents of Big Spring School District at 43 Mt Rock Rd Newville, PA 17241

1. The auction is to be held ONLINE at www.HurleyAuctions.com on or around the TBA day of TBA 2021.
2. Seller agrees that in the case of postponement because of inclement weather or other non-fault circumstances, said auction will take place on a later date agreeable to both parties.
3. It is mutually agreed that all said goods be sold to the highest bidder, except those items specified by Seller in writing to have a reserve (minimum must be stated, which when met, items will be sold absolute) Seller agree that from the date of the signing of this agreement, until sixty (60) days after the auction, the Seller will pay the commission set herein, if the Auction Company produces a satisfactory buyer on items offered. Auction Company shall also receive full commission if property is sold within sixty (60) days to any buyer who was registered at said auction.
4. It is mutually agreed that the Auction Company may deduct its fee as per the rate set below from the gross sales receipts, resulting from said Auction at the conclusion of the Auction.
5. The Auction Company agrees to turn proceeds (less commissions and any expenses) from sale of property over to Seller, along with sale records and receipts including listing of items sold, and copies of receipts for auction expenses. The Seller agrees that all expenses incurred for the advertisement, promotion and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances. Seller also explicitly agrees that they are solely responsible for satisfying any liens and encumbrances. The Seller covenants and agrees that they have good title and the right to sell, and said goods are free and clear from all encumbrances except as follow: (If none write NONE) _____

<i>Item</i>	<i>Mortgage or Lien Holder</i>	<i>App Unpaid balance</i>
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6. Seller Agrees to provide merchantable title to all items sold and deliver title to purchasers.
7. Seller Agrees to pay all sales expenses including (SEE BELOW)
 - A. Auction Company Fee: 25% Seller Commission
 - B. Additional Personnel: Supervisor/Lead @ \$20 per hour, Helpers @ \$15 per hour Includes: set up, photographing, cataloging, preview, pick up, etc...
 - C. Advertising expense: To be paid by Seller, approximately \$600 to include newspaper advertising, online advertising and radio. Other: Internet bidding platform \$250
 - D. Seller would like Auction Company if needed to clean property after sale and remove any remaining items at a rate of \$ N/A per hour + dump fees. YES NO
 - E. Seller would like Auction Company to arrange for a portable toilet @ a cost of \$ N/A per toilet. YES NO
 - F. Seller gives Auction Company permission to set up tents for the Auction in event of inclement weather or as deemed necessary by the Auction Company YES NO Cost of Tents: (1) 20x40 \$ N/A Larger and additional tents will vary in cost
 - G. Other: The Buyer's Premium is a fee paid to Hurley Auctions by buyers participating in the auction. Buyer's Premium to be retained by Auction Company.

By: _____
Auction Company Representative

X _____
Seller