

# UBid Estate & Auction Services LLC. PERSONAL PROPERTY AUCTION CONTRACT

## AGREEMENT FOR SALE OF PERSONAL AND CHATTEL PROPERTY BY AUCTION

Today's Date: \_\_\_\_\_

Name: \_\_\_\_\_ Write Check to: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone # \_\_\_\_\_ Email: \_\_\_\_\_

Internal Use ONLY CO #: _____
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I will pick up my check. (Preferred) Payout is on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of the month

I want my check mailed to me including Proof of Delivery, for a fee of 5.95 to be deducted from my check.

This Agreement made on the above "Today's Date" between above "Name", hereafter called Seller, who warrants seller is of the age and competency to enter into this contract and is residing at the above "Address", and Michael Huff, hereafter called Auctioneer to be valid at the rates and guidelines listed below and will expire on December 31, 2017. At such time, a new contract will need to be signed.

Auctioneer: the auctioneer hereby agrees to use his professional skill, knowledge, and expertise to the best advantage of both parties in preparing for and conducting the sale. Auctioneer agrees to use reasonable care in protecting merchandise and/or property at the sale site or off-site storage, but not responsible for fire, theft, hail, lightening, wind storm, water damage, collision or upset, breakage or loss, or damage by any nature and reserves the right to move items off site if needed.

Seller: the seller hereby agrees to turn over and deliver to the auctioneer, to be sold at public auction the items brought in. Seller agrees that no item will be sold or withdrawn from the sale except by mutual agreement between the auctioneer and seller. If any item has been advertised, there will be no withdrawals. If any item is sold or withdrawn, the auctioneer will receive full commission on the item. Seller further agrees that following the auction if any subsequent sale is made on the merchandise included in the auction and the sale is a result of direct contact with a buyer at the auction, the auctioneer will be paid in full commission, providing the sale occurs within thirty (30) days of the auction.

Seller agrees that he has good title and the right to sell, and goods are free from all encumbrances and/or liens. Initial: \_\_\_\_\_

Seller agrees to hold harmless the auctioneer any claims of the nature referred to in this contract and agrees to pay all of the sales expenses including:

- Auctioneer's Commission/Buy Back/Reserve Fee is per lot item: \$0.00 to \$10.00 @ 50%, \$10.01 to \$20.00 @ 30%, \$20.01 & up @ 25%

Special Rates on Silver/Gold Coins, call for details.

- Other fee's may apply, please see Addendum I
- Pick Up Service adds an additional 15% to the above commission rates, NO reserves are allowed on any item and if an item (s) do not sell or are items that we do NOT accept listed in Addendum I, you authorize UBid Estate & Auction Services LLC. to dispose of your property however they see fit.
- Reserve Fees:

There is a \$20.00 minimum reserve policy and a NO SELL FEE that is equal to the above Commission schedule based on the reserve price set. A Reserve is the bid amount for the item to be sold.

By initialing here, you understand and agree to these terms listed above.

Initial: \_\_\_\_\_

The auction is to be held at **UBid Estate & Auction Services LLC, 4108 Glenview Dr. Haltom City, Texas 76117**. UBid Estate & Auction Services LLC reserves the right to reject any item and to postpone the date of any auction for any consignment item (s) due to inclement weather or other reasons; said auction will take place on a later date. It is further mutually agreed that the auctioneer will deduct his fee at the set rate above and will deduct all expenses agreed upon above and satisfy any liens/encumbrances from the gross proceeds resulting from the sale. The auctioneer and the seller mutually agree that the net proceeds from the sale will be remitted to the seller within 30 days from the date of sale.

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

Auctioneer: Michael Huff TX Lic. # 17463

Sellers Signature: \_\_\_\_\_

# Addendum I

To ensure the quality of our auctions and following state laws, we do have items that we will NOT accept. Here is a list of some of those items; but not limited to the items listed below. UBid Estate & Auction Services LLC will reserve the right to refuse or discard any items for consignment listed below.

Items with resale price tags and/or Auction lot numbers are subject to a removal fee of \$1.00 per sticker

Dirty Items of any kind...Please bring in items ready to sell. Clean items will bring a higher price.

**Mattresses**

**Linens unless hand crocheted or handmade Quilts**

**Paperback Books**

**Misc. glassware of any kind**

**Entertainment Centers**

**Particle Board Furniture unless in excellent condition**

**Clothing unless New With Tags or Vintage**

**Infant/Toddler Car Seats or baby beds with drop down sides**

**Magazines or Newspapers (Case by case on collectables, typically prior to 1950's)**

**Computer monitors**

**Out dated or incomplete exercise equipment**

**VHS tapes unless Disney and in Good Condition**

**Outdated TVs**

**Unmatched lamps or without Shades unless Vintage or Antique.**

**Misc. Children's toys**

Initial: \_\_\_\_\_

## No Inventory Sheet

I understand that I'm leaving my items in the care of UBid Estate & Auction Services LLC with no inventory sheet trusting them to manage my items accordingly.

Signature: \_\_\_\_\_



**\* Reserve & Fee's. Min reserve is \$20.00 excluding Coins and Paper Money. If an item has a reserve placed on it and the item (s) do NOT sell, a NO SELL FEE that is equal to the Commission schedule based on the reserve price set. A Reserve is the bid amount for the item to be sold.**

I understand that any of my items that do not receive a bid I will NOT get those items back (Unless the item has a Reserve) and will be put into the Bargain Buster/Donation Lot where the net proceeds are donated to St. Jude's Children's Hospital in memory of our Grandson Landon Willis.

**Signature:** \_\_\_\_\_

### **No Inventory Sheet**

I understand that I'm leaving my items in the care of UBid Estate & Auction Services LLC with no inventory sheet trusting them to manage my items accordingly.

**Signature:** \_\_\_\_\_

### **Using our PICKUP SERVICES:**

My items were picked up by UBid Estate & Services LLC and I understand that I can NOT place reserves on any of my items and that if any items do not receive a bid; I authorize them to dispose of my property however they see fit.

**Signature:** \_\_\_\_\_