

Today's Date: _____

CO #: _____

UBid Estate & Auction Services LLC.

310 Windjammer Rd

Gun Barrel City, TX 75156

PERSONAL PROPERTY AUCTION CONTRACT

AGREEMENT FOR SALE OF PERSONAL AND CHATTEL PROPERTY BY AUCTION

Name: _____ Write Check to: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone # _____ Email: _____

☐ We mail your ***Payout 7 days after the close of the auction***

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, 2021*. 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 Seller agrees that no item will be sold or withdrawn from the sale except by mutual agreement between the auctioneer and seller.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 If any item is sold or withdrawn, the auctioneer will receive full commission on the item.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 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 Fee is per lot item:**
 - Up to \$10.00 @ 50% and 25% thereafter for items not listed below.
 - Silver Jewelry @25%
 - Gold Jewelry @ 20%
 - US Coins/Bills and Silver Bullion @ 20%
 - Gold Bullion @ 10%
 - Guns are 10%.

Initial: _____

UBid Estate & Auction Services LLC and seller mutually agrees 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 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

Consignor Signature with Inventory Sheet: _____

Consignor Signature without inventory sheet: _____

Customer Name: _____ **Phone #:** _____

UBid Estate & Auction Services**Use ONLY**

CO #:

Date: _____

[illegible]