



CONTRACT

The Seller herein referred to as I/We authorize AuctioneerExpress.com to sell the merchandise attached on the behalf of Montague County. I/We agree to the below auction sales fees to be deducted from sale price per items/lots that are sold, which will be charged by AuctioneerExpress.com for conducting this sale in my/our behalf. If a minimum dollar amount (starting/reserve price) has been requested on any item/lot, the minimum dollar amount (starting/reserve price) will include the auction sales fee to be paid to AuctioneerExpress.com.

Auction Sales Fees to be charged to seller, which will be deducted from seller's proceeds:

RATE CHARGED PER ITEM/LOT	DOLLAR AMOUNT OF ITEM/LOT
7.5%	From \$0 to \$50,000.00
5.5%	From \$50,000.01 to \$100,000.00
3.5%	From \$100,000.01 & UP

There will be a \$5.00 per item/lot minimum auction sales fee charge, regardless of sale price. Seller will be allowed to place a minimum starting bid, if desired, to ensure there would be no negative charges. There will not be any charge if the item does not sell.

Examples:

Item #1	Item#2
Motor Grader sells for \$125,000.	Crown Vic Police Car sells for \$3,000.00
\$0-\$50,000 x 7.5%=\$3,750.00	\$3,000.00 x 7.5%=\$225.00
\$50,000.01-\$100,000.00 x 5.5%= \$2,750.00	Total auction sales fee for Item #2= \$225
\$100,000.01-\$125,000.00 x 3.5%=\$875.00	
Total auction sales fee for item #1= \$7,375.00	

The above auction sales fee scale will not apply to firearm auctions. Firearm auctions will have an auction sales fee of 10%.

I/We authorize AuctioneerExpress.com at their discretion to start bidding at or reduce starting bid to a price equal to or greater than the net dollar amount that would be due to me/us (the seller) after auction sales fee has been deducted from minimum dollar amount (starting/reserve price).

If for any reason high bidder defaults on bid and item/lot has a (starting reserve price), AuctioneerExpress.com is authorized to offer items/lots to next highest bidder, if bid meets or exceeds the (starting/ reserve price) placed on items/lots.

If item does not have a requested minimum dollar amount (starting/reserve price), item/lot will be sold to the highest bidder at the end of the auction regardless of price. If for any reason high bidder defaults on bid AuctioneerExpress.com may offer item to next highest bidder.

If for any reason high bidder defaults and does not complete purchase of an item/lot, seller releases AuctioneerExpress.com of obligation to complete the sale of item/lot.

If item/lot does not receive a bid and is not sold, seller will not be charged an auction sales fee.

If the seller bids on their own item/lot and is the successful high bidder, seller will be charged a 5% buyback fee, of sale price.

I/We agree that AuctioneerExpress.com will only be responsible for the advertisement that they submit.

I/We are responsible for taking all photos & descriptions and submitting them to AuctioneerExpress.com unless otherwise negotiated.

I/We agree that I/we will not remove any items from auction after auction has started.

I/We agree to all the terms and conditions listed in AuctioneerExpress.com's web site. I/We understand that AuctioneerExpress.com is acting only as an agent for me/us the seller(s). I/We agree not to list any items or lots with known defects or that are hazardous without disclosing known defects or hazards, list any items or lots that violate any environmental or any other state or federal laws. Seller agrees to accept all responsibility for listing items or lots and agree to defend and hold harmless AuctioneerExpress.com, its employees or agents from any claims or suits filed pertaining to the sale of items or lots listed on AuctioneerExpress.com's website by seller.

I/We guarantee that items/lots will be free and clear of all liens and buyers will receive clean bill of sale. I/We will provide paper work or documentation to assist in obtaining titles unless otherwise stated. I/We will safe guard items to the best of our ability until buyer has taken possession. If item/lot is damaged, misrepresented, or stolen, while in seller's or AuctioneerExpress.com's possession, Seller agrees to release bidder of any obligation to buy, at any time before bidder takes possession of items.

AuctioneerExpress.com will not assume any responsibility of liability damages or theft of any part of or total lot while in seller's or AuctioneerExpress.com's possession.

I/We (will) (will not) assist in loading the merchandise after the auction is over and merchandise is sold. I/We will not release merchandise to anyone until I/we have received a copy of a paid invoice from AuctioneerExpress.com by facsimile, e-mail, or US postal mail. Buyer must also show paid invoice to seller. Buyer must sign off that they received merchandise on copy of paid invoice that I/We (the seller) receive. I/We (the seller) will forward invoices or copies of the invoices where the bidder or representative signed for and received the merchandise to AuctioneerExpress.com for their files.

If AuctioneerExpress.com handles titles for titled vehicles, there will be a \$30.00 fee per title for filing the Texas Motor Vehicle Transfer Notification form with the State of Texas. This form notifies the state that the vehicle has been sold to an individual. This fee also includes the cost of certified mailing per title that is mailed to buyers. This Additional fee will be deducted from the seller's proceeds.

All money collected for items sold minus auction sales fee and/or other fees that may be applicable will be paid to seller within fourteen (14) business days after AuctioneerExpress.com receives funds from buyers.

The terms and conditions of the auction may be amended at any time the seller(s) and AuctioneerExpress.com mutually agree to do so in writing, before the auction starts.

I/We agree that unless it is an emergency, items will not be used once items have been listed.

This agreement may be terminated at any time at the option of either party for any future auction or related services, without future or prospective liability for performance upon giving Thirty (30) days written notice thereof. Termination will not apply to pending or uncompleted auctions already placed under this contract.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of the Agreement shall remain in full force and effect.

Auction ending date will be determined per Auction.

All merchandise to be sold will be listed on a spreadsheet as an attachment to this contract. Each Spreadsheet will have this contract number on it for reference.

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

I/We agree to all of the terms and conditions listed on pages 1 and 2 of this contract. I/We certify that I/We are authorized to sign this contract. Items submitted for public auction through this contract have been declared surplus through the appropriate channels of the selling entity.


Authorized Signature _____ Rick Lewis _____ 8-14-2017 _____
Print Name Date


Authorized Signature _____ Dale McGonagill _____ 8-21-2017 _____
Print Name Date

AuctioneerExpress.com is a subsidiary of D-Mac's Investments LTD, Co.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AuctioneerExpress.com
Mt. Pleasant, TX United States

Certificate Number:
2017-251822

Date Filed:
08/18/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Montague County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

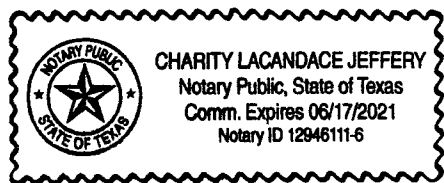
MONTAGUECOTX 02 08-17
Auction Sales of Surplus

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McGonagill, Billy Dale	Mt. Pleasant, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Billy Dale McGonagill
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said *Billy Dale McGonagill*, this the *21st* day of *August*, 20*17*, to certify which, witness my hand and seal of office.

Charity Jeffery Charity Jeffery clerk
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2017-251822

Date Filed:
 08/18/2017

Date Acknowledged:
 08/31/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AuctioneerExpress.com
 Mt. Pleasant, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Montague County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MONTAGUECOTX 02 08-17
 Auction Sales of Surplus

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McGonagill, Billy Dale	Mt. Pleasant, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath