



CONTRACT

The Seller herein referred to as I/We; authorize **AuctioneerExpress.com** to sell the merchandise listed below on the behalf of Panola County. I/We agree to the auction sales fee of **10%** 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**.

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 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% auction sales 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.

**AuctioneerExpress.com** will not assume any responsibility of liability damages or theft of any part of or total lot while in sellers 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.

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.

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.

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

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

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

Auction ending date 10 / 19 / 15 starting at 11:00 am/pm

**LIST MERCHANDISE & MINIMUMS**

1. See attached See Appendix

I/We agree to all of the terms and conditions listed on pages 1 and 2 of this contract and the terms and conditions listed on AuctioneerExpress.com's website. I/We certify that I/We are authorized to sign this contract.

Lee Ann Jones  
Authorized Signature

9-14-15  
Date

Lee Ann Jones  
Print Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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# NOTICE

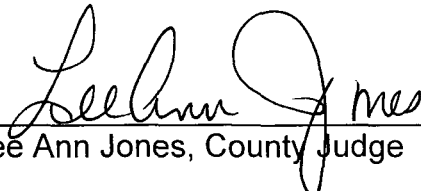
**ONLINE AUCTION  
TUESDAY - SEPTEMBER 29, 2015  
10:00 A.M.**

By virtue of Article 263.152 of the Local Government Code, Panola County will conduct an Auction under the direction of AuctioneerExpress.Com for the sale of firearms declared surplus and belonging to Panola County.

The auction will be held online through AuctioneerExpress.Com.

Firearms are sold "as is", "where is", with no guarantees, implied or otherwise. **THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.** The auction will be conducted on the above-mentioned website. Terms of sale and bidding instructions are available at [www.AuctioneerExpress.Com](http://www.AuctioneerExpress.Com). Bidding will begin on Tuesday, September 29, 2015, at 10:00 o'clock a.m. and end on Monday, October 19, 2015, at 11:00 o'clock a.m. Firearms will be available for inspection through the Panola County Sheriff's Office at 314 W. Wellington, Carthage, Texas. Call 903-693-0333 for appointment.

**The auction will be conducted by Dale McGonagill, Auctioneer, License #TX13801.**

  
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Lee Ann Jones, County Judge