

**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 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 Fee Rates 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

Motor Grader sells for \$125,000.

$\$0-\$50,000 \times 7.5\% = \$3,750.00$

$\$50,000.01-\$100,000.00 \times 5.5\% = \$2,750.00$

$\$100,000.01-\$125,000.00 \times 3.5\% = \$875.00$

Total Auction sales fee for item #1= \$7,375.00

Item #2

Crown Vic Police Car sells for \$3,000.00

$\$3,000.00 \times 7.5\% = \$225.00$

Total Auction sales fee for Item #2= \$225.00

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% 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.

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 another party. 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.

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 in writing, 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 6/28/16 starting at 11 ampm

LIST MERCHANDISE & MINIMUMS

<u>MERCHANDISE</u>	<u>SERIAL#</u>	<u>MINIMUM</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		

See Attached  
List

Any additional merchandise may be listed on an attached page with signature and date.

I/We agree to all of the terms and conditions listed on pages 1, 2, and 3 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.

LeeAnn Jones  
Authorized Signature

5-9-16  
Date

LeeAnn Jones  
Print Name

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

\_\_\_\_\_  
Date

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

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## LIST MERCHANDISE &amp; MINIMUMS

MERCHANDISE	SERIAL #	MINIMUM
1. 2004 FORD F 750 DUMP TRUCK	3FRXF76PX4V684713	\$15,000.00 #403
2. 2005 JD 6415 CAB TRACTOR WITH ALAMO 17A BOOM AXE	L06415B440323 00043	\$15,000.00 #506
3. 2010 JD 310SJ BACKHOE	1T0310SJAA0180988	\$25,000.00 #1004
4. 2008 TOPHAT 30' GN TRAILER	4R7G030258TO91670	\$4,000.00 #912
5. 2006 KUBOTA M7040 TRACTOR	52138	\$10,000.00 #612
6. 2002 FORD F350 MECHANICS TRUCK	1FDWF36F72EA70733	\$5,000.00 #334
7. 2007 DODGE 3500 FLAT BED TRUCK	3D6WH48A57G773845	\$8,000.00 #701
8. 16' DAVIS DUMP BED WITH CYCLINDER	9J260196	\$5,000.00
9. SCRAP PILES (1 LG & 1 SM)		\$1,000.00
10. ASSORTED USED/DISCARDED TIRES (APPROXIMATELY 200 +)		\$100.00 EACH PILE
11. SEARS CRAFTMAN DRILL PRESS	3AF3019	\$75.00 (AS IS)
12. GEN PRO 7000 WATT GENERATOR (WAS RUNNING)	2907900591	\$400.00
13. LONG RAM 2 TON HOIST	1986	\$75.00 (AS IS)
14. 1 - 100 GAL SQUARE FUEL TANK		\$50.00 (AS IS)
15. 1 - 100 GAL L-SHAPE FUEL TANK		\$50.00 (AS IS)
16. DAYTON SHOP HEATER (WAS WORKING WHEN REPLACED)	08949622	\$150.00
17. GEN POWER II GENERATOR	257412	\$100.00 (AS IS)

# **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:**  
2016-49619

**Date Filed:**  
05/04/2016

**Date Acknowledged:**

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

Panola 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.**

2016-41  
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 4 day of May, 2016, to certify which, witness my hand and seal of office.

*Terri Aydelett*  
Signature of officer administering oath

Terri Aydelett  
Printed name of officer administering oath

Notary  
Title of officer administering oath

# NOTICE

## ONLINE AUCTION TUESDAY - JUNE 7, 2016 9:00 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 surplus vehicles, equipment and miscellaneous belonging to Panola County.

The auction will be held online through AuctioneerExpress.Com.

Vehicles and equipment 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, June 7, 2016, at 9:00 o'clock a.m. and end on Tuesday, June 28, 2016, at 11:00 o'clock a.m. Vehicles, equipment and miscellaneous will be available for inspection Monday through Thursday from 9:00 o'clock a.m. to 3:00 o'clock p.m. at the Panola County Warehouse located at 1120 E. Sabine beginning Tuesday, June 7, 2016. **The auction will be conducted by Dale McGonagill, Auctioneer, License #TX13801.**



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LeeAnn Jones, County Judge