

TERMS AND CONDITIONS

Fort Myers Auction Company LLC will be agent for the SELLER and will sell all the above listed items to the highest bidder by public-internet online auction at the commission as listed or _____% of the gross amount of the highest bidder for all items sold at the internet online auction. Additionally, there is a **\$5.00** per lot entry fee, regardless if the item sells.

Fort Myers Auction Company LLC will arrange advertising and mailings as it deems advisable to obtain the maximum results. Fort Myers Auction Company LLC, will conduct the auction, furnish assistants and clerks as may be necessary, make all collections and finalize billing details directly connected with the auction. If for any reason whatsoever Fort Myers Auction Company LLC fails to complete the sale of any item consigned to this auction, Fort Myers Auction Company LLC's sole liability shall be to return such item to our facility in Fort Myers, FL (or if sold off site to the off site location) and SELLER shall have no further claim. If SELLER and Fort Myers Auction Company LLC decide on an advertising program for a specific item or items not involved in the regularly scheduled auctions, the advertising costs will be deducted from the gross proceeds of the auction, payable by the SELLERS:

All payments and checks for purchases at the auction shall be made payable and delivered to Fort Myers Auction Company LLC, who will furnish a complete accounting and settlement within **14 banking** days after the auction.

SELLER agrees to allow Fort Myers Auction Company LLC to use its discretion and make the final decisions as to how items are to be sold, whether individually or lotted in a group.

SELLER will furnish Fort Myers Auction Company LLC, with a complete descriptive list of the equipment and miscellaneous items, etc. to be sold at auction, including serial numbers which are to appear on the advertising literature.

SELLER will deliver all the listed equipment and titles, if a title unit, to the auction site no later than 7 DAYS prior to the auction date and in the cleanest, most functional condition practical. Any misrepresentation by the SELLER as to description or condition will allow Fort Myers Auction Company LLC, to make a downward adjustment on the selling price at Fort Myers Auction Company LLC's discretion.

SELLER guarantees that it has good title and right to sell items on the auction; that they are without mortgages, liens, or encumbrances of any kind except those which are specifically detailed within this contract. SELLER assumes full responsibility for providing marketable title and delivery of title to purchaser, payment of proceeds to creditors, and SELLER will assume all attorney's fees and court costs, if such a case should arise. Please list any creditors and lien balances here:

SELLER further grants Fort Myers Auction Company LLC agents permission to contact lender, lien holders, or creditors and authorizes the release of payoff, per-diem and other pertinent information necessary to assist in the verification or release of liens or encumbrances.

SELLER will maintain insurance and holds Fort Myers Auction Company LLC, harmless for any damage or liability claims resulting from involvement of equipment or property at the site until SELLER has been paid by Fort Myers Auction Company LLC.

SELLER will be liable for any theft, damage, fire damage or vandalism that may occur while on auction premises or while being handled by Fort Myers Auction Company LLC.

SELLER agrees not to bid on their own items. IF SELLER IS DISCOVERED TO HAVE VIOLATED THIS PROVISION AND WINS THEIR OWN ITEM (items with stated reserves notwithstanding) , A FULL FEE WILL BE DUE. SELLER MAY BE BANNED FROM FURTHER BUSINESS.

SELLER agrees that the equipment herein listed will not be withheld or disposed of in any manner and that Fort Myers Auction Company LLC, makes no guarantees as to selling price. Said commission and expense to be paid from the first proceeds of the internet online auction sale.

On any items not successfully sold, SELLER agrees to pay a minimum of \$___2.00___ per lot. Storage fees to be billed at \$10 or \$_____2.00_____ per day per lot for items unsold and not picked up by SELLER after 30 days of sale. Title processing fee will be \$10 per titled unit. SELLER AGREES TO ALLOW FORT MYERS AUCTION COMPANY LLC TO DISPOSE OF ANY UNSOLD ITEMS IF NOT PICKED UP WITHIN 30 days of their scheduled item sale.

ITEMS RELISTED will incur a \$5/lot fee, 20% commission, and \$50 relist fee for titled vehicles or items over \$500.00

ASSEMBLY, DISASSEMBLY or REPAIR Services are billed at \$50/hr, with a \$25 minimum. Auctioneer research is billed at \$75/hr.

_____ -Service requested. Accepted by _____