

ONLINE AUCTION LISTING AGREEMENT

1. Seller(s) hereby grants unto TBD, the exclusive right and authority to sell personal property situated at or picked up from 8569 Turnberry Ct, Dublin, OH 43017, USA.
2. Items will be sold at PUBLIC ONLINE AUCTION which shall be conducted at AuctionOhio.com. The Online Auction will be conducted as:

☒ The Online Auction will be conducted as an ABSOLUTE AUCTION with lots selling to the highest bidder with no minimum or reserve. The bidding starts at \$1.00 (One USD). This auction does not require a minimum bid. The Auction does not require competing bids of any type. Bid increment acceptance is at the Auction Firm/Auctioneer's discretion.

☐ The Online Auction will be conducted as a RESERVE AUCTION whereby the Owner reserves the right to establish a minimum bid, the right to reject or accept any or all bids, or the right to withdraw the property at any time prior to the completion of the auction. In setting the Reserve Price, the Owner certifies that such Reserve Price is sufficient to satisfy any and all liens and encumbrances on the Property. The Owner agrees to accept the highest bid received that is equal to or greater than the disclosed or undisclosed Reserve Price.
3. Place/Time of Auction. Auction shall be conducted on or before 06/30/2024 unless otherwise agreed by the Seller(s) and the Auction Firm/Auctioneer. If known, the auction shall be held at _____ [time] on _____ [date].
4. Certification is hereby given that the Seller(s) owns the property, has good title and the right to sell, and that the items are free and clear from all encumbrances and liens except as listed below. Seller(s) certifies that there are none if left blank.

Name of Creditor	Address	Amount	Description of Items
5. Seller(s) of the personal property has a bona fide intention to transfer ownership of the property to the highest bidder. Any claim made by another party to the contrary may nullify this contract at the Auction Firm/Auctioneer's discretion. Seller(s) agrees to accept responsibility for providing merchantable title and for delivery of title to the purchaser.
6. The Auction Firm/Auctioneer has the right to refuse any items that may be deemed as derogatory, unsafe, unsanitary, or illegal to sell.
7. The Seller(s) agrees to pay a **commission of** 50% % of the gross proceeds. A Settlement Statement will be mailed within 15 days after the date of the final auction with an itemized inventory. The Seller(s) acknowledges that there might be items sold that are not paid or picked up. The auction gross sales will be reduced by the amount equal to the "Unpaid Items" to calculate the Seller(s) auction subtotal.
8. I (We) understand that the proceeds from this auction will be placed in a business escrow account used to hold only auction proceeds and from which expenses and commissions are paid. Any interest earned on deposits held in the Auction Firm/Auctioneer's escrow account shall be retained by the Auction Firm/Auctioneer.
9. It is agreed that any deficit balance at the conclusion of the online auction shall be paid by the Seller(s). An Invoice Statement will be provided, and payment shall be due upon receipt of statement.
10. Any item(s) not paid for and/ or not picked up shall remain the property of the Seller(s). The Seller(s) agrees that if the item(s) are located at the Auction Firm/Auctioneer's facility, they may be reclaimed within five (5) days after the final auction pick-up; otherwise, the item(s) will be relisted or disposed of at the discretion of the Auction Firm/Auctioneer.
11. The Seller(s) agrees that if there are non-saleable items, there will be an additional dump fee for sorting and hauling the non-saleable items.

12. The contracted Seller(s) shall not place a bid on their lot(s) listed for auction.

13. The Seller(s) is responsible to provide safe and clear ingress and egress.

14. Permissions: (Initial when applicable)

☐ ☐ The Seller(s) **WILL** allow marketing to neighboring households.

☐ ☐ The Seller(s) **WILL** allow a sign in the yard. The Seller(s) acknowledges that there may be inherent risks assumed when posting a sign in the yard.

☐ ☐ The Seller(s) **WILL** allow the address to be posted online. The Seller(s) acknowledges that there may be inherent risks assumed when posting the address online.

15. Services:

15a. Online Auction performed at the Auction Firm/Auctioneer's facility. (Initial one)

☐ ☐ The Seller(s) **WILL** pay for all packing and/or trucking costs.

☐ ☐ The Seller(s) will **NOT** incur the cost of packing and/or trucking costs and therefore chooses to self-transport their items to the Auction Firm/Auctioneer's facility.

☐ ☐ The Seller(s) agrees to pay a flat fee of \$300 (Three Hundred USD) to utilize the "You Fill It, We Sell It" trailer for up to seven (7) days. The trailer will be an additional \$100 (One Hundred USD) for each additional seven (7) days needed after the initial drop period.

15b. Online Auction performed at the Seller(s) onsite location. (Initial one)

☐ ☐ The Seller(s) **WILL** pay for professional movers to move items at their onsite pick-up.

☐ ☐ The Seller(s) will **NOT** incur the cost of professional movers at their onsite pick-up. The Seller(s) will hold harmless the Auction Firm/Auctioneer and its employees or contractors from any damage caused by the bidders.

15c. Cleanout / Trash Removal performed by the Auction Firm/Auctioneer and/or its subcontractors. (Initial if desired)

☐ ☐ The Seller(s) will pay for the property to be cleaned out. This service does not include cleaning the property, sweeping carpets or any general cleaning duties. The Auction Firm/Auctioneer will remove, pre or post auction, any unsalable items.

☐ ☐ The Seller(s) will pay \$300.00 (Three Hundred USD) to utilize the "U Fill It Trash Dumpster" for up to seven (7) days. Each load dumped and brought back will be an additional \$300.00 (Three Hundred USD) cost per load.

16. (A) It is agreed that this contract shall be binding upon the undersigned, the separate heirs, contractors, executors, assigns and successors in the interest of the undersigned. (B) Seller(s) further indemnifies the Auction Firm/Auctioneer from any claims contested by other owners that may have a claim to the property.

17. This contract is made in compliance with the Bulk Transfer requirements of the Uniform Commercial Code and requires disclosure of all creditors and amounts, and all other business names and addresses used.

18. The terms of the auction are as follows: Payment from buyers can be made in the form of Check, Visa, MasterCard, AMEX, Bank Wires and Cash. The Auction Firm/Auctioneer charges a 15% buyer's premium. This Buyer's Premium is paid to Auction Ohio as platform fees.

19. All bids are placed electronically; however, we do accept absentee bids from bidders who are unable to use an electronic device. The bids are placed competitively at the auction on behalf of the Buyer.

20. The Auction Firm/Auctioneer will, to the best of its ability, retrieve any documents with personal information and leave them at the location where they were found. If documents with personal information were transported to the Auction Firm/Auctioneer's location, they will give notice to the Seller(s) and allow five (5) business days for those items to be picked up. The Auction Firm/Auctioneer may dispose of those items at its discretion if the Seller(s) does not pick them up.

21. Seller(s) has read the foregoing contract and agrees to the conditions thereof and that no modification of this agreement shall be effective unless made in writing and signed by the parties hereto. Seller(s) hereby acknowledges receipt of a copy of this agreement.



22. The Auction Firm/Auctioneer is licensed by the Ohio Department of Agriculture and is bonded in favor, or under the recovery fund, of the State of Ohio. An aggrieved person may initiate a claim against the auction recovery fund created in Section 4707.25 of the Revised Code as a result of the licensee's actions.

23. Further Conditions: (if none, state "none"):

NONE

Signature: *Chris Howard*

dotloop verified
06/03/24 12:55 PM EDT
ZMXZ-YERX-EJWE-YHNI

Date:

Print Name: Chris Howard

Phone: 6143060470

Email Address: choward@wearehls.com

Signature:

Date:

Print Name:

Phone:

Email Address:

Make Check Payable to: Chris Howard

Mail Check to Address: 4228 Hobbs Landing Dr W Dublin OH 43017

By:

Brian Hall

dotloop verified
06/18/24 9:52 PM EDT
1F14-RSAH-UZGO-HN7D

Date:

Auction Firm / Auctioneer

Firm Manager / Auctioneer