

4-2

CO#:

C.M. Company Auctions

500 CHESTNUT STREET STE. 103 | ABILENE TX. 79602 | (325) 677-3555 | CMAUCTIONS.COM

CONTRACT TO EQUIPMENT AUCTION

- A. The undersigned (the "Owner") instructs C.M. Company Auctions (the "Auctioneer") to sell, as it's agent, the items set out in clause G below together with any additional items delivered to the site of the auction by Owner (the "Equipment") at an Online Auction to be held ("onsite of Owner's location") or if specified otherwise between agreement of Auction Company and Owner. If location to be specified ("on or offsite of Owner's location") C.M. Company Auctions is not responsible for fire, loss, damage, or theft while under signed contract and after final sale and pick up.
- B. The Owner, Guarantor and Auctioneer agree that the terms and conditions of this Contract to Auction shall be those set out hereafter.
- C. Owner understands that this signed contract is for an ABSOLUTE SALE, with NO RESERVES, MINIMUMS, OR BUYBACKS!
- D. Owner shall at his/her cost, deliver the Equipment/Item(s) in safe condition, in good running order and free of hazardous materials, to the site of the agreed sale location as determined by Auctioneer on or before
- E. Owner AUTHORIZES Auctioneer to supply equipment/vehicle detailing, hauling, and storage AS SEEN FIT BY AUCTIONEER at its sole discretion determines and all cost plus a surcharge equal 10% of such amount shall be at the EXPENSE OF, AND PAID BY OWNER.
- F. Owner authorizes Auctioneer to supply fuel, batteries and tire repair as Auctioneer determines necessary for the demonstration and sale of the equipment/vehicle(s) and all cost incurred shall be at the expense of and PAID BY THE OWNER.
- G. OWNER REPRESENTS AND WARRANTS:
 - The Equipment/Inventory/Vehicle(s) is completely and accurately described as set out in clause H below;
 - Owner is the owner on record and beneficial owner of the Equipment/Inventory/Vehicle(s) and said item(s) IS NOT subject to any claim by any other person(s) or to any registered or unregistered charges, liens, or interests of any nature excepting only as fully set out in clause H below;
 - The Equipment/Inventory/Vehicle(s) is not subject to the collection or attraction of ANY taxes, liens, or claims of an authority of competent jurisdiction of ANY kind and nature, notwithstanding any past, present, or future use to which the Equipment/Inventory/Vehicle(s) may have been, presently is or hereafter may be put;
- H. Complete and accurate descriptions of the Equipment/Inventory/Vehicle(s) and any encumbrances and liens thereon or contrary interest therein are as follows and may be listed on a separate sheet/contract.
- I. Owner agrees to pay Auctioneer an auction commission, based on the gross sale price or the Equipment/Inventory/Vehicle(s) or any part thereof as follows:
 - 10% BUYERS PREMIUM
- J. In consideration of Auctioneer agreeing to enter into this Contract, the undersigned Guarantor guarantees and agrees with Auctioneer to duly pay any monies which may become due by Owner to Auctioneer, to be bound by and duly perform and observe, punctually, each and all provisions of this Contract; provided, HOWEVER, that the liability of the Guarantor shall not be affected by any extension of time, indulgence, or any act whatsoever of Auctioneer done either with or without notice to the Guarantor.
- K. Consignor payment checks will be processed NO SOONER than 5 days and NO LATER than 15 days after end sale date of scheduled auction.

THIS CONTRACT TO AUCTION SIGNED ON	OWNER:
<i>April 2, 2019</i>	Company Name: <i>Tom Green Co.</i>
C.M. COMPANY AUCTIONS	Name: <i>Stephen C. Floyd</i>
Authorized Agent	Address: <i>113 W. Beaugard</i>
	City: <i>San Angelo</i> State: <i>TX</i> Zip: <i>76903</i>
	Signature: <i>[Signature]</i>
CUSTOMER ID# AUCTION#	Telephone: <i>325-653-3318</i> DL#: