

ONLINE AUCTION SALE INFORMATION

POST SALE ONLINE AS: NATHAN DIXON INVENTORY REDUCTION

CLIENT NAME & COMPANY: Nathan Dixon

CONTACT PERSON: RANDY KATH PHONE #: _____

CLIENT ADDRESS: 8260 10th St SE Buffalo MN 55313

AUCTION ADDRESS: Stephan Lindhidd

PHONE #: _____ CELL#: 763-286-3029

FAX #: _____ E-MAIL: _____

START DATE: Dec. 10

END DATE: Dec. 19

PREVIEW (Date, Time & Location): m-f 8-5

LOADOUT (Date & Time): m-f 8-5

CHECK LIST

Est. Gross Revenue: \$300K

Client Notes: _____

Discuss Titles: YES NO

All Titles Received: YES NO

When can office expect titles: _____

Discuss Manuals/Monitors: YES NO

Client Instructed on phone calls? YES NO

List Complete: YES NO

Pictures Complete: YES NO

Auction Online: YES NO

Lot Closing: _____

ADVERTISING

Advertising Budget Amount: \$3500

List phone # on ads: NATHAN / RANDY

Name(s) on ads: cc cc

Adv. Notes: small ADS in Big Papers

POST CARD

PHONE CALLS, NOTES

AUCTION SETTLEMENT NOTES



North Dakota

2000 Main Avenue East
West Fargo, ND 58078-2210
P 701.237.9173
F 701.237.0976
WestFargo@SteffesGroup.com

Minnesota

24400 MN Highway 22 South
Litchfield, MN 55355-5840
P 320.693.9371
F 320.693.9373
Litchfield@SteffesGroup.com

South Dakota

1688 Highway 0 (PO Box 95)
Larchwood, IA 51241
P 712.477.2144
F 712.477.2577
SiouxFalls@SteffesGroup.com

Iowa

2245 Bluegrass Road
Mt. Pleasant, IA 52841
P 319.385.2000
F 319.385.4709
MIPleasant@SteffesGroup.com

ONLINE AUCTION CONTRACT

Agreement made this 12th day of SEPT 20 18 between:

COMPANY NAME:

NAME: NATHAN NIXON PHONE:

ADDRESS: 8260 10th St SE FAX:

CITY/ST/ZIP: BUFFALO, MN 55313 CELL: 763-286-3029

SS#/TAX ID#: EMAIL: NDIXON00@YANCO.COM

Whether one or more, hereafter called OWNER and Steffes Group, Inc., hereafter called AUCTIONEERS.

AUCTION START DATE: DEC 10 FINISH DATE: DEC 19 PREVIEW DATE: M-F 8-5 LOADOUT M-F 8-5

EQUIPMENT or AUCTION LOCATION: STEFFES LITCHFIELD

OWNER hereby employs the AUCTIONEERS to sell at public online auction the goods set forth herein or on the attached sheet (Exhibit A). Item(s) may not be sold or withdrawn prior to the auction except by mutual agreement. All property shall be sold for cash to the highest bidder.

It is mutually agreed that AUCTIONEERS will deduct fee at the rate(s) below and deliver proceeds in 15 business days or less.

AUCTIONEERS shall not be responsible if all or any part of the property is lost, stolen, damaged, or destroyed OR for injuries to persons or property on the premises. OWNER agrees to hold harmless, indemnify, and defend AUCTIONEERS from and against any claims with respect to such lost, stolen, damaged or destroyed property or injury to persons or property. All items will be sold AS IS WHERE IS.

OWNER agrees to provide merchantable title to all vehicles sold and deliver title(s) to auctioneers at least five (5) days prior to auction. Vehicle(s) will NOT be sold unless auction clerk has possession of title(s). Title must be in the name of this contract holder.

OWNER guarantees there are no known hidden defects of any item, with exceptions being noted in writing and submitted to AUCTIONEERS.

If OWNER requests the right to work on equipment in the auction area, AUCTIONEERS will not be responsible for any injury or damage to person or property. Any costs incurred by the AUCTIONEERS, as a result of this work, will be deducted from the proceeds due OWNER.

OWNER authorizes AUCTIONEERS to start and move equipment in the auction area.

OWNER agrees to reimburse and hold AUCTIONEERS harmless should said company be sued because of a breach of this agreement by OWNER.

This Agreement shall be governed under the laws of ND/MN/IA. OWNER hereby consents to jurisdiction of Cass County, ND, Meeker County, MN and Henry County, IA, for the purpose of depositing disputed funds.

An Internet service fee of 10% to a maximum of \$1,000 per item will be charged to the BUYER.

It is agreed AUCTIONEERS represent the OWNER in this transaction.

The licensee(s) is/are authorized to purchase at this auction.

OWNER IS EXPRESSLY FORBIDDEN TO BID ON HIS OWN ITEMS! (Owners found to be bidding on their own items will be assessed full commission & buyer premium plus a penalty at the auctioneers discretion.)

ITEMS TO CONSIGN (Please use detailed descriptions.)

Table with 1 column: ITEMS TO CONSIGN. Content: SEE LIST

Table: Owner Agrees To Commission and Expenses As Follows. Rows: \$1-\$7,000 (15%), \$7,001-\$30,000 (10%), \$30,001 and Up (8%), \$10.00 minimum commission per lot, ADVERTISING \$3500

OWNER warrants and represents that:

- 1. OWNER is the owner of and has good and marketable title to all the property specifically listed above or on attached Exhibit A, free and clear from all debts, security interests, liens, leases, claims of creditors, and encumbrances except those to creditors listed below or on attached Exhibit A. If none write none and sign.
2. OWNER has not entered into a contract relating to the business except as shown below or on Exhibit A.
3. There are no judgments, liens, actions, or proceedings pending against OWNER anywhere.
4. There are no violations of any kind pending or threatened against OWNER.
5. OWNER has not used any other business name or address within ten years of the date of this agreement unless listed here.

Former Business Name

Former Principal Place of Business

6. OWNER WARRANTS THE INFORMATION LISTED BELOW OR ON EXHIBIT A IS TRUE AND ACCURATE TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF. FAILURE TO PROPERLY IDENTIFY ALL LIEN HOLDERS ENTITLED TO THE RESULTING PROCEEDS FROM AUCTION SALE MAY RESULT IN CIVIL LIABILITY AGAINST THE OWNER FOR CONVERSION AND/OR FRAUD ENTITLING THE LIEN HOLDER FOR DAMAGES AGAINST THE OWNER IN THE AMOUNT OF THE FULL VALUE OF THE PROPERTY.

LIEN HOLDER (If none write NONE & Initial)

CONTACT PERSON & PHONE #

STEFFES GROUP, INC [Signature]

OWNER SIGNATURE [Signature] DATE 9-12-18

In accordance with Rules 51-05, 1-04.1, a bond in the amount of \$5,000 for each auctioneer & \$10,000 for the auction clerk are on file with ND Public Service Commission, Bismarck, ND 58505 (701) 328-2400. Auctioneer License: Scott Steffes ND81, MN14-51, W12193-52