



## Red Belly Rooster Auction & Estate Services Contract

741 West Lanier Avenue, Suite 103, Fayetteville, GA 30214 \*

678-815-5687 \* GA AU#3934 \* Patty Brown

Felicia C. Lopes, POA for Tracey Ann Walker, Living Estate

770-865-1642

Felicialopes100@gmail.com

Service address: 180 Lagrange Ct, Fayetteville, GA 30214

Mailing Address: 185 Bluff Mill Farms Drive, Senoia, GA 30276

1. **Agreement:** Red Belly Rooster Auction (Auction Company/RBR) agrees to provide online estate auction services and Seller agrees to engage Auction Company team to liquidate personal property for a 40% commission. We also charge a \$250 auction set up fee and a hammer fee of \$1 per sold lot will be charged for online auction. All fees and commission will be deducted from auction proceeds. If a client terminates the agreement after cataloging has begun, an auction setup fee of \$500 is due to Red Belly Rooster Auction.

2. **Service includes:**

Walk-through evaluation, Photography, Online Catalog, Online advertising & company email blast, coordinating Preview and Pickup with buyers.

*Payment for auction sales will be made to seller by 30 days but usually within 7 (seven) business days of good funds being received, including line-by-line settlement statement. Please sign and return statement within 1 week or cash check as agreement.*

3. **Additional Information**

- Seller will pay for garbage disposal/dumpster and labor, if needed.
- Auction Company does not carry insurance on client's personal or real property; it is the responsibility of the owner to properly insure items against theft, fire, flood or any damages.
- All items are local pickup. Auction company does not provide shipping.
- Minimums/Reserves- When a minimum is approved or when seller wins a buyback bid, auctioneer will be paid a flat \$10 for each item that does not meet reserve up to 5 items. All buybacks over 5 items are at full commission. Seller understands that once we start lotting items for the auction, no more items will be removed from sale as the rate is based on the contents at walkthrough. If items are removed, auctioneer reserves the right to increase commission rate or cancel sale.
- Seller understands and agrees that if RBR does not receive good funds for the items, the sale will be void and items may be collected by seller or will be removed by donation or disposal according to Auctioneer.
- Sale will include sales tax. Sale will also include a 15% buyer's premium which will be collected from buyer to be kept by auctioneer to offset the cost of the auction. We accept cash & credit cards.
- Auctioneer and workers may bid on auction lots for resale or personal use.
- The sale may be combined with other auction items and/or seller locations.
- Seller may view catalog at [www.RedBellyRooster.com](http://www.RedBellyRooster.com)


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4. **Typical auction timeline:** 15 days Sale Prep, 5-14 days online sale, 3-5 days for pickup & 5-7 days cleanup.

Estimated Auction Timeline: Cataloging will begin on December 6, 2024. Tentative Auction dates are 12/11/2024-12/17/2024. Auction pickup will be the week of auction closing. Actual auction dates may be adjusted by the auction company to two weeks past tentative dates.



5. **Additional Services:**

Post auction cleaning and donation assistance, billed at \$30per hour, per person- RBR will discuss post auction needs and seek approval of the signing party. We also have options to get quotes from dumpster companies, as needed. (Approx cost for 20yd dumpster is \$475)

Please Initial your cleanout options:  Cleanout Quote desired or \_\_\_\_\_ no cleanout needed.

6. **Indemnity.** The Seller agrees to indemnify and hold Auction Company harmless against any and all liability, loss, damages, costs, and expenses which Seller may incur, including, but not limited to, attorneys' fees and costs, which Seller may be required to pay, directly, by reason of error or omission by Auction Company which directly or indirectly results in any liability, loss and/or damages to Seller.
7. **Limitation of Liability:** **Notwithstanding** anything to the contrary in this Agreement, the Auction Company's aggregate liability for all claims under this Agreement shall in no event exceed the amount of Commission due to Auction Company.

\*Client Statement: I attest to having full ownership of all goods offered for sale or possessing legal right to sell on the owners' behalf.

Seller Signature	 Felicia C. Lopes, POA for Tracey Ann Walker	Date:	12/10/24
Auctioneer Signature:	 Patty Brown, Auctioneer #3934	Date:	12/09/24

Notes & Special Stipulations:

- Patty Brown, auctioneer is also working with client as Realtor on a separate contract. The 40% commission is a discount rate from 50% since we are also handling the real estate too. A 2% discount will be honored if sale exceeds \$15K.
- Due to the room restrictions of the property, we will do two separate sales. The first sale will include garage, patio and misc. After this sale is up and running, we will move directly into the second sale. Item 4 auction timeline is for the first sale. We will charge the auction setup fee for the first sale only.
- 2 hours of Cleanout labor is included in the commission. Cleanout will be scheduled the week after the final auction pickup. If cleaning out beyond 2 hours is required, we can provide quotes from cleanout crew or dumpster company.



