

CONTRACT TERMS

SELLER hereby consigns to Roller & Associates, Inc., as his agent, to sell at auction, the property listed on page one of this agreement.

SELLER certifies that he has the authority to sell the property and has good title free from any and all liens or encumbrances: _____ (Initials)

-OR-

SELLER has the following liens on equipment AUCTIONEER is selling: _____

SELLER agrees to assume full responsibility for any damage to his property due to theft, vandalism, damage caused by auction attendees or the general public, natural disasters or any other unforeseen circumstance. AUCTIONEER agrees to use reasonable care in storing and displaying the property for auction.

SELLER agrees to provide theft or damage insurance at his own expense if so desired, naming AUCTIONEER as an additional insured.

AUCTIONEER shall have the right, after first receiving his compensation and expenses as provided herein, to use the funds to pay any liens or mortgages necessary to give to the buyer clear title to the property. SELLER will indemnify and hold harmless the AUCTIONEER against any and all suits, actions, costs or charges whatsoever, in respect to any charges or encumbrances or defects in title on or to the merchandise not disclosed, including legal fees, previously or in connection with which the proceeds of the sale are insufficient to discharge.

In case of legal action between SELLER and AUCTIONEER arising from this contract, the parties agree that the reasonable attorney fees shall be awarded to the prevailing party.

In the event SELLER fails to deliver the property for the sale for any reason, SELLER will be responsible to pay AUCTIONEER \$_____ in liquidated damages. SELLER will also pay for any expenses incurred by AUCTIONEER, including the cost of advertising, for such undelivered property.

SELLER agrees to indemnify and hold harmless AUCTIONEER against claims arising from any breach of the contract or failure as the SELLER to convey a good and merchantable title to the property. SELLER will be responsible for any expenses including legal fees incurred by

AUCTIONEER due to the SELLER's failure to convey such title. SELLER agrees to accept all responsibility for providing merchantable title and for delivery of title to purchaser or AUCTIONEER.

SELLER understands that a strict time frame is essential to the success of the auction, and should either SELLER or AUCTIONEER fail to perform its obligations for auction day function within the specified time frame the defaulting party shall be liable for all damages and losses suffered by the other party.

AUCTIONEER is not responsible for payment to SELLER on items not paid for by bidders. SELLER understands that items consigned by SELLER which are not paid for within payment terms stated at the auction are still the property of the SELLER. Any unsold items must be removed by SELLER from auction site within 2 days of auction by 4:00 p.m. If not removed, AUCTIONEER shall have full authority to have said items removed to an auction holding yard at 7500 York Street, Denver, CO. If the said items are not picked up within 1 month of the auction date, the AUCTIONEER shall have the right to resell the items, at auction or otherwise. Any expense for hauling/removal and storage will be charged to SELLER.

Payment will be withheld on any motor vehicle sold at auction until the SELLER can produce an unencumbered merchantable title. Vehicle titles must be in the SELLER's name only and conveyable by SELLER.

SELLER'S payment, after deduction of amount due to AUCTIONEER for commissions, expenses and other charges authorized by this agreement will be mailed 10 business days from auction date.

SELLER **must** deliver items to auction site at least 5 days prior to the auction, or at times designated by AUCTIONEER.

Hazardous materials are not allowed to be brought into or sold at auction site. All debris, trash, and items not sold at auction must be removed at SELLER's expense and responsibility within auction removal deadline.

Prior to auction, SELLER agrees to paint, clean, or refurbish the equipment, as noted below, to a standard acceptable to the AUCTIONEER. Should the AUCTIONEER incur any expense in performing the aforementioned, the SELLER will be assessed for such services from the proceeds due him. All units will be delivered to auction site with adequate fuel for inspection and demonstration on auction date.

Date

Seller's Signature

Date

Auctioneer's Signature