



Bertolotto Real Estate & Auction Inc.
1102 Junction Avenue, Sturgis, SD 57785
Phone: 605.720.2021 Cell: 605.490.1500
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BERTOLOTTO REAL ESTATE & AUCTION INC.

CONTRACT FOR AUCTION OR BROKERAGE OF PERSONAL PROPERTY.

This Agreement made this 23rd day of August 2021, between
Lawrence County, City of Deadwood & Guests _____ with the address of
County-90 Sherman Street and City-102 Sherman Street Deadwood SD 57732.

Phone Number of CONSIGNOR LC 5781191; COD 6458447 Email dleather@lawrence.sd.us; tomk@city of deadwood.com
hereinafter referred to as CONSIGNOR, and BERTOLOTTO REAL ESTATE AND AUCTION INC., hereinafter
referred to as AUCTIONEER for the following listing of personal property:

Items declared surplus for auction

Consignor gives Auction Company Exclusive rights to sell all personal and consigned property. **CONSIGNOR AGREES THAT NO PART OF THE DESCRIBED PERSONAL PROPERTY SHALL BE SOLD OR OFFERED FOR SALE FROM THE DATE OF THIS AGREEMENT THROUGH THE SETTLEMENT DATE OF THE AUCTION.** The personal property described herein is to be sold upon the following terms and conditions: cash or check with proper I.D., on 9-11-2021, 2020. All listed property will be sold to the highest bidders "AS IS" without minimum or reserve with the following exceptions:

NONE

CONSIGNOR agrees that any "buy backs" or "no sales" are fully commissionable unless approved by the Auctioneer.

CONSIGNOR agrees that from the gross proceeds of the sale, AUCTIONEER shall be paid a per-item commission: 12% per item sold on each item plus applicable sales taxes. CONSIGNOR agrees that any "no sale" item or items that is offered but must be withdrawn is fully commissionable if sold within 90 days following the close of the auction. In the case of hay sales/brokerage, all hay sold to the same buyer within 120 days following the initial sale is commissionable to the Auction Company. CONSIGNOR agrees that any items the Auctioneer assists in selling following the end of the auction is commissionable. CONSIGNOR warrants that the described personal property is in AS IS condition and is free from debt or liens unless otherwise described. All items are sold in "AS IS" condition unless the seller specifies otherwise. CONSIGNOR agrees that AUCTIONEER is not responsible to replace or repair any item of personal property that is sold at auction. CONSIGNOR shall be solely responsible for any cost associated with repair or replacement of property sold at the auction that is other than the condition as represented herein and where the buyer of the property at the auction has a valid and legitimate complaint as to the condition of the property after the sale.

AUCTIONEER shall provide services as CONSIGNORS agent, CONSIGNOR shall offer all property sold with no warranties expressed or implied. CONSIGNOR is responsible for submitting all titles IN ADVANCE to AUCTIONEER. All titles will be held in escrow at the office of the AUCTIONEER until payment of buyer's check is honored.

AUCTIONEER shall take all steps to conduct and manage the auction in a professional and reasonable manner. AUCTIONEER agrees to collect sale transactions and to collect and submit all local/state sales taxes. OWNER agrees that AUCTIONEER is not liable or responsible for any damage, theft or other loss to any property at the time of, prior to or after the auction. **Net sale proceeds shall be retained in the AUCTIONEER'S non-interest bearing trust account for not more than Fifteen (15) banking days.**

AUCTIONEER will not be responsible for losses of insufficient funds checks, however AUCTIONEER agrees to make reasonable efforts to collect on any and all insufficient funds checks but makes no warranty that the same will be collected.

AUCTIONEER may, as an accommodation to the CONSIGNOR move the CONSIGNOR'S personal property from one location to another. CONSIGNOR agrees that neither the AUCTIONEER nor his agents or employees are responsible for any damage or loss to any property while the property is being moved at the request of the CONSIGNOR. The CONSIGNOR assumes the risk of loss which may occur to any of his personal property while it is being moved.

CONSIGNOR understands, agrees and authorizes AUCTIONEER to handle all advertising associated with said auction. CONSIGNOR authorizes AUCTIONEER to pro rate between consignors approximately \$1250.00 for said advertising, building rent and promotional expense. The amount to be paid for moving and preparation purposes: NONE.

CONSIGNOR agrees that the commission, advertising and setup costs shall be paid to AUCTIONEER from the gross proceeds of the auction.

Owner to pay any disposal fees in addition to hauling fees for no sale items disposed of by Auction Co.

Consignors agree any repairs or parts must be approved by the consignors and will be will be paid by the consignors.

OWNER/SELLER

OWNER/SELLER

Robert E. Bertolotto, President

Bryton Oedekoven-Auctioneer

BERTOLOTTO REAL ESTATE & AUCTION, INC.

Bob Bertolotto Owner/Broker/Auctioneer

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www.bertrea.com bob@bertrea.com

Office 605-720-2021