

**AGREEMENT FOR SALE OF STORAGE UNIT OR FORECLOSED
NON-REAL ESTATE PROPERTY AT AUCTION**

Agreement made this ___ day of _____, ___ between (Name) _____ of (Address to where the consignor check will be sent) _____ (Legal Owner) hereafter called "Owner," and **Matthew Price, Auctioneer** hereafter called "Auctioneer"

1. The court or public authority overseeing this auction is: _____ and the case #:

2. The Owner hereby employs the Auctioneer to sell at public auction the contents of the premises located at:

(Location of Auction)

OR the following items OR the contents of the following Storage Units (use back if necessary):

3. The time the auction begins is: _____ am / pm on _____ (Date)

4. The Auctioneer will auction the items off in accordance with the Uniform Commercial Code for Storage Units. The Owner shall cut the lock, and the auctioneer will give the buyers 5 minutes per unit to review. At the end of the time, the auctioneer will sell the item to the highest bidder.

5. The auction shall be without limitation or reserve ("Absolute"), and the owner may withdraw any items prior to, or at the time of, this agreement

6. The Owner agrees to pay the Auctioneer for his services a commission of _____% per lot, whichever is greater. If Auctioneer provides staff for removal of items a \$30 per hour fee applies. The Owner is responsible for the disposal unsaleable items. Further, the Owner agrees that all commission and fees due for said auction should first be paid from the gross proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

7. Seller shall be responsible for local advertising of auction \$_____. All other marketing expenses will be incurred by the Auctioneer. The Auctioneer agrees to accept absentee, online and phone bids on the Owner's goods and execute those bids competitively against all other bids.

8. Title to the goods remain with the Owner or agent until sold, and the Auctioneer shall not be liable for any loss or injury resulting from any of his acts or those of his agents and employees while in possession of the merchandise herein mentioned, except for gross negligence. The Owner agrees to procure at his own expense any fire, breakage, theft, or other insurance that in his or her discretion he or she deems adequate and necessary.

9. This Agreement pertains to any and all items left on Owner's premises or delivered to the auction site by the Owner or the Auctioneer and may not be changed except by written instrument signed by both parties.

10. The Auctioneer agrees to provide the Owner with a statement of the items sold at the auction, along with the net proceeds approximately 30 days after the auction/sale. For on site sales, the auctioneer shall provide an overview of the sale, disperse proceeds and provide a formal closing statement approximately 30 days after the sale.

11. Buyer's Premium: There will not be a buyer's premium for on-site sales. A standard online 19% buyer's premium will also be added to the final bid on each item, to be paid by the purchase and shall be earned by the Auctioneer at the time of auction.

12. OWNER: _____ PHONE # () _____

13. AUCTIONEER/ AUCTION STAFF MEMBER: _____

MATTHEW PRICE, AUCTIONEER
5917 WATERWORN COURT, FUQUAY VARINA, NC 27526 - (919) 723-1782 – NCAL 8267

Auction Terms

_____ Self-Storage is holding an auction to sell the contents of delinquent storage units in accordance with the North Carolina Self Storage Law, U.C.C 238 and the North Carolina Auction Law under these Terms and Conditions:

1. All terms are Cash / Check / Credit Card. _____ Self-Storage reserves the right to forfeit any sale if bids are unreasonable.
2. Buyer acknowledges that Buyer is bidding on all items within the unit(s). Contents of the unit(s) are offered as is with no guarantee or warranty of any kind.
3. The storage unit(s) will be opened at the time of the auction only. The unit may be viewed from the exterior only and entry into the unit is strictly forbidden as Buyers may not touch any items or open any boxes inside the unit until the unit is paid in full.
4. When the Buyer has been awarded the unit(s), Buyer must pay cash for the unit in the amount of the bid plus Buyers Premium. Upon receipt of proper payment of the unit contents, _____ Self-Storage shall furnish the buyer with a cash receipt. Buyer agrees to pay a \$_____ refundable cash deposit on all unit(s) purchased.
5. Buyer must remove all items from awarded unit(s) within twenty-four hours of purchase at the auction or the goods will become property of _____ Self-Storage (unless Buyer signs a lease agreement for said unit and pays the current month full). Upon completion of Auction, purchaser is responsible for security of their units. Management is not responsible for lost or stolen items, or security of units after sold.
6. All items must be removed from awarded units and the unit must be cleaned before the deposit is refunded. Failure to remove items may be grounds for forfeiture of any money and/or goods purchased. Buyers are required to remove merchandise during store hours. Buyers will not use dumpster on site.
7. Buyer must immediately return all financial papers, photos, legal documents, tax returns, bank statements, and other items of this nature that were from the awarded unit(s) to, _____ Self-Storage.
8. Buyer acknowledges that in certain circumstances, _____ Self-Storage may contact the Buyer and request that certain items are purchased back from the Buyer. The Buyer agrees to be reasonable in selling back at a reasonable price any such items that may still be in the Buyer's possession.
9. Auctioneer is acting as a sales agent only for, _____ Self-Storage. Changes to these Terms and Conditions may take effect only if announced by management or the auctioneer during the auction.

Acknowledgement and signature of this agreement pertains to written or announced Terms and Conditions at this auction and all future sales this Buyer attends at any, _____ Self-Storage facility.