

7. **Seller Compliance** - The Sellers agree to execute and deliver any and all required documents to Auctioneer or the intended parties in an efficient and prompt manner. The Sellers also agree to comply with all laws including, but not limited to, the Bulk Sales Act, the Uniform Commercial Code, Seller disclosures, etc. If requested, the Sellers will complete and sign any and all disclosure forms pertaining to condition of the real estate and/or personal property. These disclosures will be made available to potential Buyers, upon request or in bidder's packets. The Sellers are responsible for all compliance's and all expenses involved for compliances. During the term of the contract or any extensions, Seller agrees to refer to Broker all inquiries he may receive. Seller hereby acknowledges that the herein contained obligations of Broker constitute sufficient consideration for the execution of this contract. Seller agrees that exterior photos of stated property may be taken for listing, advertising, and appraisal. Seller further agrees to the use of his legal name on all documents.
8. **Deposits** - Seller agrees all deposits or down payments will be held in a trust account by Head Auctions & Realty, unless stated otherwise in the auction sales agreement. Upon Buyers forfeit of a deposit or down payment, the said deposit or down payment is considered payment to Head Auctions, up to Auctioneer's full commission and the Auctioneer in no case or manner will be held responsible by the Sellers for the Buyer's performance or non-performance to purchase.
9. **Promotion/Lotting** - The Auctioneer is granted the authority from the Sellers to prepare ads, place ads, post on website/s, promote, market, place signs and to set the terms, conditions, date, time and place for the auction in a manner the Auctioneer deems necessary. The Auctioneer is also granted the authority from the Sellers to piecemeal, lot, group and regroup all items (real and personal property) in a manner Auctioneer deems necessary.
10. **Indemnify** - Sellers further agree to indemnify and save harmless Auctioneer and his employees, agents, successors or assigns, against any and all claims, loss, liabilities, damages, demands, action or cause of action whatsoever in any manner arising from this auction or privately negotiated sale: before, during or after the auction. Auctioneer is not responsible for accidents. Sellers must insure their own liabilities, interests, real estate and personal property.
11. **Date** - Said public or private auction shall be conducted at Online/Auction City: Gautier County: Jackson  
 State of: Mississippi Zip: 39553 on or about the 7 day of March, 2013. Time: 10:00 AM  
Online Auction Starts 2/7 @ 7 AM 2013 2013
12. **Expenses** - Sellers agree that the Auctioneer's fee/commission and all expenses incurred for conduction of the auction as agreed below (such as advertising, promotion, marketing, signage, labor (including travel time), travel, tent, port-a-john, equipment rental, etcetera) shall first be paid from the proceeds realized from the auction or privately negotiated sale before payment and satisfaction of any of the above described liens or encumbrances or legal fees. Sellers further agree that any and all checks or forms of payment made payable to Auctioneer, or taken as payment, are taken subject to collection. Auctioneer assumes no responsibility for collection of payments.  
 Real Estate NA with \$ NA minimum fee and \$ NA no sale fee.  
 Labor Fee Per Person Per Hour: \$ NA Computer Operator Fee Per Person Per Hour: \$ NA  
 All Marketing Expenses (est.): \$ 500 Tent: \$ NA Port-a-John: \$ NA Other: \$ NA  
 Clerk's Fee per Hour: \$ NA Cashiers Fee per Hour: \$ NA
13. **Sellers Fee:** A 10% Sale Fee will be charged to the seller for all personal property items sold. (For the Auctioneer)
14. **Commission** - The Sellers shall pay to the Auctioneer for services rendered a commission rate (Sale Fee) of the high bid price as shown in Section 13. Sellers agree that Auctioneer has the right to add a 15% Buyers Premium to any and all purchases. A Buyers Premium is a flat fee amount or a percentage of the high bid, which is added to the high bid amount to achieve the final contract price. This commission or fee shall be paid from all sales made during the period of this contract whether such sales are made at auction, by private treaty or otherwise. This commission or fee is considered payment to the Auctioneer.
15. **Binding** - It is agreed that this agreement shall be binding upon the undersigned and their respective heirs, administrators, executors, powers of attorney, trustees, agents, receivers, successors and assigns, etc. The terms and conditions of this agreement shall survive settlement or lack thereof. If there is more than one owner, the obligations imposed by this agreement shall be joint and several. If any term of this agreement is determined by a court to be unenforceable, the remainder of this agreement shall not be affected.

Seller Initials CB Seller initials \_\_\_\_\_ Seller initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

AGENCY DISCLOSURE: the Listing Broker is hereby authorized to:  
 (A) Offer other licensed Brokers sub-agency and compensation.  
 (B) Offer other licensed Brokers cooperation and compensation who represent the Buyer.  
 (C) Participate in and offer disclosed dual agency and compensation.

N/A  Yes  No  
 N/A  Yes  No  
 N/A  Yes  No

PROPERTY DISCLOSURE: Seller shall complete and sign a "Seller's Disclosure Statement" as required by law in the State of Mississippi. This form shall be returned to the Listing Broker within twenty-four (24) hours after signing this listing agreement.

DISCRIMINATION: Seller acknowledges understanding that he is required by law not to discriminate in the sale of property on the basis of race, color, religion, sex or national origin. Seller further understands that the real estate industry is also bound by law to not discriminate on the basis of race, color, religion, sex or national origin and that the industry cannot honor any request to observe discriminatory requirements.

BID RIGGING: Bid rigging is a felony and will be reported to the proper authorities if observed.

16. Signatures - In witness whereof the parties have executed this agreement in (triplicate) on the date set forth above. Sellers have had the opportunity to read the foregoing agreement and have had the opportunity to have legal advice as to its contents, requirements and liabilities, and agree to the responsibilities, obligations, and conditions thereof. This written agreement constitutes the entire agreement between the parties and no modification of this agreement shall be effective unless made in writing and signed by the parties. Sellers acknowledge receipt of a copy of this agreement and attached schedules (if any). The parties agree that any litigation or dispute concerning enforcement of this contract shall be brought in the State of Mississippi, the jurisdiction shall be in the County of Madison and that Mississippi law shall govern. The prevailing party shall be entitled to an award of court costs and attorney fees incurred.

Seller Cindy Steer Phone 228-497-3518 Address 3330 Hwy 90  
 Seller \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_  
 Seller \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_  
 Seller \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_

Auctioneer Head Auctions, William L. Head  
 Real Estate Company Head Auctions & Realty  
 Agent \_\_\_\_\_

Auctioneer's License MS LISC # 892  
 Broker's License R.E. 19794  
 Broker \_\_\_\_\_

Representative: Kant Prujana

Title: Sales + Marketing Manager

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 069-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from Council Meeting held February 19, 2013 are hereby approved.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilman Macfarland and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Johnny Jones  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Scott Macfarland  
Adam Colledge

**NAYS:** None

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 5, 2013.**

**Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and unanimously to recess until March 19, 2013 at 6:30 PM.**

**APPROVED BY:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of March 19, 2013.**