



HoneyBee Estate Sales

Tag Sale Contract

Agreement for Sale of Personal and Chattel Property by Tag Sale

Agreement made this ____ day of _____, 20__ between:

_____ (hereinafter called Seller), whose address is _____

and HoneyBee Estate Sales, an Arkansas Company, being a licensed to conduct such sale; whose address is 11 Red Bud Dr, Batesville, AR 72501.

1) The Seller hereby employs HoneyBee Estate Sales to sell at tag sale to the highest bidder, without limits or reserve, the personal property and chattels listed in the attached sheets collectively referred to as ATTACHMENT A, hereinafter referred to as PROPERTY; unless a reserve is set on such ATTACHMENT on the line of inventory of the item to have the reserve price, and/or as a tag sale offering items for sale at set, or negotiated prices, outside of an auction as indicated in this contract.

2) No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between the Seller and HoneyBee Estate Sales. If an item is sold or withdrawn prior to sale, HoneyBee Estate Sales shall receive full commission on the item based on the HoneyBee Estate Sales' expected final price. HoneyBee Estate Sales shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the sale.

3) Seller warrants and represents that he has good title and the right to sell and will deliver merchantable title to the herein described property to purchasers, that said goods are free of all claims, encumbrances, or indebtedness, except as expressly declared in ATTACHMENT B, and that said property can be sold without violation of any federal, state or other regulations. Seller agrees to hold harmless HoneyBee Estate Sales against any claims of the nature referred to in this contract.

4) Online - as soon as possible / dates of ____/____

At tag sale, location arranged by Seller held at:

At auction location arranged by Seller held at:

If sale is live on location to be held on _____, _____

With preview days of _____, _____ in order to allow potential bidders to view the items to be sold on the dates of the sale.

5) HoneyBee Estate Sales shall inventory, label and otherwise prepare PROPERTY for sale as deemed proper by HoneyBee Estate Sales, and deliver the PROPERTY to the purchaser by way of conveyance of title, or other such means as is customary for such a type of property, and PROPERTY shall be sold in such lots as HoneyBee Estate Sales may determine.

6) The Seller retains title and POSSESSION of all PROPERTY, and is responsible for all PROPERTY until title is conveyed to purchasers; The Seller bears the risk of loss by fire, theft, or other means and accepts sole responsibility for obtaining insurance coverage on all PROPERTY, including liability for premises.

7) No portion of PROPERTY may be sold, given away or otherwise removed from the premises prior to sale, except as may be required by HoneyBee Estate Sales for the purposes related to the sale.

8) HoneyBee Estate Sales hereby agrees to use the professional skill, knowledge, and experience of its staff to the best advantage of both parties in preparing for and conducting the sale.

10) Seller agrees to pay such commissions, fees, expenses, and deposits as are shown in ATTACHMENT C

11) The unsold property shall be disposed of at the discretion of HoneyBee Estate Sales Seller

12) Proceeds from the Sale:

a. HoneyBee Estate Sales, and its agents, are authorized to accept, as the Seller's agents, all such payments for the sale of PROPERTY, as well as such deposits and earnest money as may be required by HoneyBee Estate Sales and or applicable laws. HoneyBee Estate Sales shall deposit entire proceeds received from sale into HoneyBee Estate Sales' escrow or trust account. Within 10 business days after the conclusion of the sale, payment in the amount of 100% of proceeds due the Seller shall be transmitted to the Seller of all payments received that have been paid and cleared. All amounts due to seller for payments that are paid and cleared after the 10 days shall be paid to seller within 10 days after the payment is cleared. HoneyBee Estate Sales shall transmit to the Seller details of completed sale accounting and reconciliation showing HoneyBee Estate Sales' commissions, reimbursable expenses and other deductions as laid out in ATTACHMENT C; AND payment of balance of proceeds due to the Seller.

(Agreed: Independence Auction Company Representative's Initials _____;

Agreed: The Seller Initial _____). Name of designated recipient _____

13) HoneyBee Estate Sales is authorized to publish and record a bulk sale notice and give any other notice or file any other documents that HoneyBee Estate Sales may deem appropriate.

14) HoneyBee Estate Sales may deduct from the proceeds of sale all commissions due under the terms of this agreement.

15) Seller agrees to indemnify and save harmless HoneyBee Estate Sales, and/or his agents and employees, against any claims, actions, causes of action, demands, rights, damages, losses, or costs that may result or occur because of any lien or encumbrance upon such PROPERTY or because of any warranty or representation made by the Seller as to the character or condition of such PROPERTY at the time of sale or otherwise.

16) It is mutually agreed by and between HoneyBee Estate Sales and the Seller that this contract shall be binding upon administrators, and assigns and successors in interest.

17) In the event of any dispute arising out of or connected with this contract, the dispute shall be concluded by arbitration; the prevailing party shall be entitled to recover reasonable attorney's fees from the other.

18) The signatories below affirm that they have authority to sign such documents, and sell PROPERTY on behalf of themselves or their respective organizations. The Seller and HoneyBee Estate Sales execute this contract the dates set below their respective signatures.

HoneyBee Estate Sales

Seller: _____

By: _____ Date _____

By: _____ Date _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

By: _____ Date _____

Printed Name: _____

Title: _____

ATTACHMENT A

Inventory List & Reserve Prices

Items are too sundry and numerous to name. Seller authorizes Independence Auction Company to sell all such items as are placed on the property for sale, as per this agreement, without an inventory being done. Any an all items not specifically listed on this attachment, showing a reserve price shall be sold absolute; being the best price Independence Auction Company believes, its best judgement can be realized. _____ Initial

- 1 _____ Res _____
- 2 _____ Res _____
- 3 _____ Res _____
- 4 _____ Res _____
- 5 _____ Res _____
- 6 _____ Res _____
- 7 _____ Res _____
- 8 _____ Res _____
- 9 _____ Res _____
- 10 _____ Res _____
- 11 _____ Res _____
- 12 _____ Res _____
- 13 _____ Res _____
- 14 _____ Res _____
- 15 _____ Res _____
- 16 _____ Res _____
- 17 _____ Res _____
- 18 _____ Res _____
- 19 _____ Res _____
- 20 _____ Res _____
- 21 _____ Res _____
- 22 _____ Res _____

Initials of Seller _____ Date _____ Initials of IAC Clerk _____ Date _____

ATTACHMENT B
Liens and Encumbrances

Pg # _____ Line # _____

Description _____

Name of Lien Holder _____

Address of Lien Holder _____

Balance Owed _____

Pg # _____ Line # _____

Description _____

Name of Lien Holder _____

Address of Lien Holder _____

Balance Owed _____

Pg # _____ Line # _____

Description _____

Name of Lien Holder _____

Address of Lien Holder _____

Balance Owed _____

Pg # _____ Line # _____

Description _____

Name of Lien Holder _____

Address of Lien Holder _____

Balance Owed _____

Pg # _____ Line # _____

Description _____

Name of Lien Holder _____

Address of Lien Holder _____

Balance Owed _____

Initials of Seller _____ Date _____ Initials of IAC Clerk _____ Date _____