

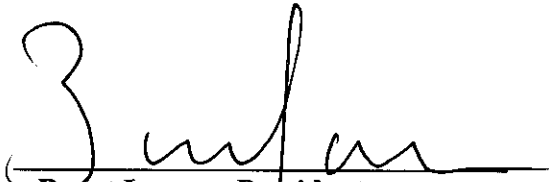
**ORDER: APPROVE AND AUTHORIZE EXECUTION OF CONTRACT WITH JEFF MARTIN AUCTIONEERS FOR SELL OF SURPLUS EQUIPMENT**

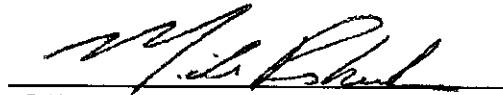
Motion was made by Scott Allen, duly seconded by John Morgan, to approve and authorize execution of contract with Jeff Martin Auctioneers for sell of surplus equipment.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor John Morgan, voted yes  
Supervisor Tim Gordon, voted yes  
Supervisor Scott Allen, voted yes  
Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 16<sup>th</sup> day of June, 2025.

  
Brent Larson, President  
Board of Supervisors

  
Mike Roberts, Chancery Clerk



# JEFF MARTIN

BRIAN JASPER

PO Box 16809, Hattiesburg, MS 39404  
Tel 844-450-6200 | Fax 601-450-4980  
info@jeffmartinauctioneers.com | www.jeffmartinauctioneers.com

## AUCTION AGREEMENT

This Agreement is made and entered into as of 6/13/2025 by and between:

JEFF MARTIN AUCTIONEERS, INC. ("AUCTIONEER") AND

Company / Name LAFAYETTE COUNTY BOARD OF SUPERVISORS

Address: 142 HIGHWAY 7 SOUTH OXFORD, MS 38655 ("Seller")

**1. Seller's Information. \*\*\*Payment will be made to the name below. Payment will be mailed to the above address\*\*\***

(i)	<b>Seller's Status:</b>	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
		<input type="checkbox"/> Individual or Joint Owners <input type="checkbox"/> State of Incorporation: _____			
(ii)	<b>Name to Appear on Check:</b>	<u>LAFAYETTE COUNTY BOARD OF SUPERVISORS</u>			
(iii)	<b>Seller's Designated Contact Person:</b>	<u>PAYTON CONNER</u>			
(iv)	<b>Seller's Fed. ID# / Resale Certificate #. / Driver's License #:</b>	_____			
(v)	<b>Seller's Contact Numbers:</b>	Phone 1: <u>(662) 816-4122</u>	Phone 2: _____		
(vi)	<b>Seller's Email Address:</b>	<u>PCONNER@LAFAYETTECOMS.COM</u>		Fax: _____	
(vii)	<b>Length of Contract:</b>	<input type="checkbox"/> Annual Contract – Expires: _____		<input type="checkbox"/> Non – Annual Contract	
(viii)	<b>Preferred Method of Payment:</b>	<input type="checkbox"/> ACH (Direct Deposit)		<input type="checkbox"/> Wire (Fee \$20.00)	<input checked="" type="checkbox"/> Paper Check (Includes \$25 Processing Fee)
Initial if information in this section is correct: _____					

**2. Commission**

**2.1 Commission.** Auctioneer will receive a Commission for Auctioneer's services. Auctioneer's Commission will be calculated on each Lot based on the following schedule:

**Commission Scale**

1. 8.000% of sales price per item of Property selling above \$0.00.
2. \$100.00 No Sale or Buy Back fee per item of Property will be charged to each item that is not sold in auction.
3. \$25.00 Minimum commission will be charged on each item sold in auction or the percentage stated above whichever is the greater amount.

**\$75 Minimum Lien Search Fee**

**\$10 Title Search Fee per Titled Item**

**\$50 Late Title Fee for titles not received within 24 hrs. prior to auction**

3. **Auction Location/Format.**

- ☐ The Auction will be held at VARIOUS LOCATIONS THROUGHOUT THE UNITED STATES
- ☐ The Auction will be conducted online in addition to being conducted live at the Auction Site.
- ☒ The Auction will be conducted online only.

4. **Buyer's Premium.** Auctioneer may charge a Buyer's Premium for Auctioneer's own account. The Buyer's Premium is earned at the Fall of the Hammer and will not be refunded by Auctioneer.

5. **Document Preparation Fee; Expenses.** Seller will be responsible for all expenses that are allocable to the preparation and offering of the Consigned Property at the Auction and for the transfer of title of Consigned Property having a certificate of title.

5.1. **Document Preparation Fees.** The seller will pay document preparation expenses if assistance is required to obtain a replacement title or documents for any titled consigned item.

Other:

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Unless prepaid by Seller, expenses may be deducted immediately from the Auction proceeds and retained by Auctioneer.

6. **Auction Date.** Auctioneer will offer the Consigned Property at one or more auction(s) on 6/4/2025 unless (i) extended by the mutual agreement of the parties, or (ii) extended, in the sole discretion of Auctioneer, to a date not more than 60 (Sixty) days after the date indicated in this Section. Auctioneer will have sole and absolute discretion to determine the number of auction(s) at which the Consigned Property, and any of it, will be offered, and to determine the items of Consigned Property that will be offered at each such auction(s). Consigned Property that is not put up on a scheduled date due to time constraints or other factors may be carried forward to a subsequent date determined by Auctioneer.

7. **Auctioneer Retained.** Seller engages and retains Auctioneer to offer the Consigned Property for sale at Auction. For the periods described in this Agreement, Auctioneer will have the exclusive right and authority to offer the Consigned Property for sale at auction, and the exclusive right to affect the sale of the Consigned Property in accordance with this Agreement and Auctioneer's Bidder Terms and Conditions. Auctioneer may, in Auctioneer's discretion, and on notice to Seller, negotiate and effect the sale of the Consigned Property, or any of it, in a non-auction transaction, and will be compensated in the same manner as if sold at Auction.

8. **Auctioneer's Services.** Auctioneer will market the Consigned Property and offer it for sale at the Auction. Auctioneer may select and utilize the services of such auctioneers or apprentice auctioneers as Auctioneer determines to be reasonably necessary or appropriate. Auctioneer has absolute discretion to determine the order of sale at the Auction, including the Consigned Property and items consigned by others. Auctioneer also has absolute discretion to determine the lotting, grouping, re-lotting, or re-grouping of the Consigned Property. Auctioneer may determine not to offer all or any of the Consigned Property at the Auction if (i) Auctioneer considers it to be unsaleable, (ii) there is a question as to title or authenticity, or (iii) there exists some other legal or practical impediment to offering such Consigned Property at the Auction.

9. **Bidder Registration; Bidder Qualification.** Auctioneer will register Bidders for the Auction and may require each potential Bidder to provide identifying information and meet Bidder qualifications established by Auctioneer. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to grant bidding privileges to any potential Bidder, and may revoke the Bidder Registration or bidding privileges of any Bidder. In Auctioneer's discretion, bids may be received from a person who has not registered to bid, and/or who has not satisfied all requirements for Bidder Registration, and/or who has not previously been granted bidding privileges. Bidder qualification provisions (which may include proof of the availability of funds) create no rights or interests in any competing Bidders. Auctioneer and/or Seller may (but will not be required to) waive any Bidder qualifications, either globally or on a case-by-case basis.

10. **Conduct of the Auction.** Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, may establish and may modify bid increments, and will resolve any and all disputes. If (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware of a bid that was unnoticed prior to the Fall of the Hammer or other termination of the bidding, or (iii) after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ring man, or multiple bid assistants or ring men, have acknowledged bids in the same amount bid from different bidders, or (iv) some other error occurs or bid dispute arises, Auctioneer may, in Auctioneer's sole and absolute discretion (but will not be required to), reopen the bidding, extend the bidding, suspend the bidding, cancel the sale, and/or resell the Lot(s) at issue. Any contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid.

Seller Initial: \_\_\_\_\_

11. **Absentee Bids; Remote Bidding.** In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). Absentee Bids may be initiated at an amount less than the Absentee Bidder's maximum bid amount (typically a percentage of the maximum bid amount) and will be executed competitively up to (i) the Fall of the Hammer (or other termination of the bidding) or (ii) the Absentee Bidder's maximum bid amount, whichever occurs first. Auctioneer will make reasonable efforts to execute Absentee Bids, but Auctioneer will have no liability to Seller for the failure to execute any Absentee Bids for any reason whatsoever. The receipt and execution of Absentee Bids will not create an agency relationship between Auctioneer and any Absentee Bidder.
12. **Online Auction.** The following terms and conditions apply if the Auction is conducted, in whole or in part, online:
- 12.1. **Bidder Terms and Conditions; Notices and Announcements.** The Auction will be conducted in accordance with Auctioneer's Bidder Terms and Conditions and any notices or announcements by Auctioneer and/or posted on Auctioneer's website.
- 12.2. **Posted Times.** All times are based on the local time zone at the Auction Site unless stated otherwise. Posted closing times and time displays are approximate. Auctioneer reserves the right to close early or extend the Auction at any time at Auctioneer's sole and absolute discretion.
- 12.3. **Records of Online Activity.** Absent clerical errors, Auctioneer's records will be final and conclusive.
- 12.4. **Technology Disruptions.** Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.
- 12.5. **Failures by Online Auction Platform Provider and its Affiliates or Contractors.** Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations regardless of whether such obligations are owing, directly or indirectly, to Auctioneer, or to Seller, or otherwise.
- 12.6. **Auto Extend Feature.** Any Online Bidding Period may include an auto-extend feature. This means that, if an online bid is entered within a set time period approaching the end of the established Online Bidding Period, the Online Bidding Period will automatically be extended for an additional amount of time in increments established by Auctioneer and will continue to be so extended until there is a set period of time that lapses during which no online bids are received, after which bidding will close.
- 12.7. **Disclaimer.** Auctioneer makes no representations or warranties, and disclaims any representations or warranties, (i) that the Online Auction Platform or any related website or technology will be uninterrupted, error free or virus free, (ii) as to the results that may be obtained by using the Online Auction Platform or any related website or technology, or (iii) as to the accuracy, completeness, reliability, security, or current nature of the Online Auction Platform or any related website technology.
13. **Payments to Auctioneer.** Monies due and owing to Auctioneer will be paid, as follows:
- 13.1. **Sale at Auction.** In addition to reimbursable costs and expenses, Auctioneer is entitled to Auctioneer's Commission and Buyer's Premium for all Consigned Property sold pursuant to this Agreement. Should Seller default on Seller's obligations to any Buyer, Seller will pay Auctioneer an amount equal to Auctioneer's Commission, Buyer's Premium, costs, and expenses.
- 13.2. **Private Sale.** Seller will pay Auctioneer an amount equal to Auctioneer's Commission and Buyer's Premium (calculated as a percentage of the private sale price), *plus* reimbursable costs and expenses, if at any time from the date of this Agreement until date of auction any of the Consigned Property is sold at a Private Sale, or (ii) Seller enters into an Agreement to sell any of the Consigned Property at a Private Sale.
- 13.3. **Withdrawal of Consigned Property Without a Private Sale.** Seller will pay Auctioneer an amount equal to Auctioneer's Commission and Buyer's Premium (calculated as a percentage of the fair market value or the Reserve Price, whichever is greater), *plus* reimbursable costs and expenses, if at any time from the date of this Agreement through and including the date of the Auction the Consigned Property is Withdrawn by Seller without there being a Private Sale.
- 13.4. **Reputation Damages.** Seller acknowledges and agrees that Seller's Withdrawal of Lot(s) prior to or during the Auction will have an adverse impact on Auctioneer's reputation and market share in the auction industry, and that, in addition to, and not in lieu of, an amount equal to Auctioneer's Commission and Buyer's Premium on Lot(s) Withdrawn from the Auction, with or without Auctioneer's consent, Auctioneer will be entitled to an amount equal to twenty-five percent (25%) of the sum of Auctioneer's Commission *plus* Buyer's Premium as liquidated Reputation Damages, and not as a penalty.

Seller Initial: \_\_\_\_\_

14. **Seller Interference or Breach.** If any Consigned Property is not sold due to Seller's interference or other breach of this Agreement, such event will not be treated as a No Sale and Seller will pay Auctioneer an amount equal to Auctioneer's Commission and Buyer's Premium (calculated as a percentage of the fair market value or the Reserve Price, whichever is greater), plus reimbursable costs and expenses.

14.1. **Disputes Over Value of Consigned Property Withdrawn, Sold at Private Sale, or Gifted.** If there is a dispute over the fair market value of the Consigned Property, the fair market value of such Consigned Property will be determined by (i) Auctioneer, or (ii) a qualified appraiser selected by Auctioneer, with the cost of such appraisal being paid by Seller.

14.2. **Auctioneer's Right of Set-Off.** Auctioneer may apply any proceeds from the Auction against any outstanding amounts due and owing to Auctioneer from Seller.

15. **Auctioneer's Right to Establish Fair Market Value by Buying Back Withdrawn Lot(s) on Seller's Behalf.** If Seller Withdraws any of the Consigned Property prior to the Auction, Auctioneer may, in Auctioneer's discretion, (i) keep the affected Lot(s) in the sale catalog, and (ii) execute bids against such Lot(s) until the Seller is the Winning Bidder. The Hammer Price thus determined will provide the basis for calculating Auctioneer's Commission and Buyer's Premium that will be due and payable to Auctioneer by Seller. If Auctioneer elects to proceed under this Section, the Hammer Price determined pursuant to this Section will control and will supersede any other provisions of this Agreement for determining the fair market value of the Withdrawn Lot(s).

16. **Seller's Representations and Warranties.** Seller represents and warrants, as follows:

16.1. **Seller's Solvency.** Except as otherwise disclosed to Auctioneer in writing: (i) Seller is currently solvent; (ii) neither Seller nor the Consigned Property is the subject of proceedings in bankruptcy or receivership, and Seller has not received any notice of the possible or planned commencement of proceedings in bankruptcy or receivership; (iii) Seller has not made any assignment(s) for the benefit of creditors; and (iv) Seller is not more than ninety (90) days in arrears on any payment obligation, whether or not secured by the Consigned Property.

16.2. **Good Title; Encumbrances.** Seller (i) owns the Consigned Property in fee simple absolute, or (ii) is legally authorized to sell or make other disposition of the Consigned Property, all of which is free from any liens and encumbrances other than those liens and encumbrances identified by Seller, in writing, that will be discharged at or prior to the Auction, or with the proceeds from the Auction after deducting Auctioneer's Commission, Buyer's Premium, and reimbursable costs and expenses. The names, addresses, and current amounts owing to lien holders, if any, are shown on an attached addendum.

16.3. **No Infringement.** Neither Seller's use or sale of the Consigned Property, or any of it, nor the advertisement for sale of the Consigned Property infringes on the rights or interests of any other person or entity, including, without being limited to, (i) ownership or joint ownership, (ii) security interests, (iii) statutory liens, and/or (iv) intellectual property interests.

16.4. **Description and Condition of the Consigned Property.** Any and all descriptions of the Consigned Property provided by Seller are true and accurate to the best of Seller's knowledge; and there are no defects or irregularities in, or damage to, the Consigned Property, or any of it, of which Seller is aware but has failed to disclose. Without limiting the generality of the foregoing sentence, except as disclosed to Auctioneer in writing, the Consigned Property is in good operating condition and none of the Consigned Property has been rebuilt or salvaged.

16.5. **Labels and Marks.** To the best of Seller's knowledge, the Consigned Property is authentic, and any branding, labeling, makers' marks, signatures, trademarks, trade names, certifications, and/or indicia of origin are true, accurate, and correct. The auctioneer is not responsible, or any damages related to personal, or company decals, information or license numbers left on or in an item sold at auction. It is the seller's responsibility to remove all personal items. The auctioneer **STRONGLY RECOMMENDS** that all decals, numbers, and information are removed from consigned items before delivery to auction site.

16.6. **Hours and Miles Correct.** Unless otherwise disclosed to Auctioneer in writing, to the best of Seller's knowledge, all hours and/or miles shown on equipment and/or vehicles are true, correct, and accurate, and no meters, gauges, odometers, or clocks have been altered, modified, disconnected, reset, turned-back or changed.

16.7. **Manufacturer's Warranty; Extended Warranty.** Seller has not modified the physical condition or electronics or software of any equipment or vehicle, including original manufacturers' codes, in any way that would have the effect of voiding or impairing an unexpired manufacturer's warranty or extended warranty, and, to the best of Seller's knowledge, no such modifications have been made by any other person or entity.

16.8. **Seller's Authority.** Seller has the legal authority to enter into and perform under this Agreement.

16.9. **No Conflicts.** This Agreement and Seller's performance under this Agreement do not conflict with, violate, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any law, rule, regulation, judgment, order, decree, agreement, document or instrument to which Seller is a party, or by which Seller or the Consigned Property, or any of it, may be subject or bound, and there are no suits or judgments pending or threatened against Seller, or regarding the Consigned Property, or any of it, affecting Seller's ability to enter into, or perform under, this Agreement.

Seller Initial: \_\_\_\_\_

16.10. **No Inducement Based on Statements or Opinions of Value.** Seller has not been induced to enter into this Agreement by any statements or opinions of Auctioneer regarding (i) the value of the Consigned Property, or any of it, or (ii) the bids that the Consigned Property, or any of it, might bring at the Auction.

17. **Seller's Obligations.** Seller acknowledges, covenants, and agrees:

17.1. **No Withdrawal of Consigned Property.** During the periods covered by this Agreement, Seller will not Withdraw, sell, or attempt to sell the Consigned Property, or any of it, without Auctioneer's prior written consent.

17.2. **Delivery to Auction Site; Condition.** Seller will, at Seller's expense, deliver the Consigned Property to the Auction Site on or before seven (7) days before the auction, (i) free of material defects except as disclosed to Auctioneer in writing, (ii) in the same condition, or better, as when last viewed by Auctioneer, and (iii) in compliance with all applicable federal, state, and local laws. Additionally, all vehicles and equipment will be (i) in good operating condition, (ii) with adequate fuel and batteries, (iii) starting at the key, and (iv) free of hazardous materials other than normal operating fuels, oils, and lubricants. Auctioneer assumes no responsibility for the condition of the Consigned Property after delivery of the Consigned Property to the Auction Site. Seller acknowledges and agrees that the condition of a Lot may affect the Hammer Price of such Lot at the Auction. Seller agrees that Auctioneer may, in Auctioneer's sole and absolute discretion, service the Consigned Property, or any of it, prior to the Auction to promote the sale of the Consigned Property (but is not required to do so). For vehicles and equipment, such service includes, but is not limited to, adding fuel, replacing batteries, and/or pressure washing. Auctioneer may charge Auctioneer's costs on parts or fuel plus thirty percent (30%) along with labor charges at Fifty Dollars (\$50.00) per hour. Seller agrees to reimburse Auctioneer for such costs and expenses, which may be retained by Auctioneer from the Auction proceeds.

17.3. **Evidence of Title.** For all Consigned Property with certificates of title or similar indicia of ownership, Seller will deliver, prior to the Auction, all documents evidencing the Seller's title and sufficient to transfer title (including, without being limited to certificate(s) of title and bill(s) of sale), all of which will be properly endorsed in blank. The foregoing notwithstanding, Seller's failure to deliver all documentation as provided for above, does not prevent Auctioneer, at Auctioneer's his sole and absolute discretion, from removing or including the Consigned Property in the Auction.

17.4. **Seller Responsible for Repairs, Improvements, Repairs, Etc.** Seller is responsible for all repairs, improvements, cleaning and/or painting of the Consigned Property until the Consigned Property is sold.

17.5. **Seller to Attend Auction.** Seller or representative will be present at the Auction Site on the Auction Date to represent the Property. Auctioneer assumes no responsibility for ensuring Seller is present at the Auction and has no responsibility for the price the Property may sell for at the Auction.

17.6. **Execution of Documents.** Seller will execute and deliver any and all documents as may be reasonably necessary to affect the sale of the Consigned Property, or any of it.

17.7. **Taxes, Liens, and Encumbrances.** Seller acknowledges and agrees that any and all taxes, liens, and encumbrances against the Consigned Property, and any of it, will be paid and discharged prior to the Auction, or from gross auction revenues after deduction of Auctioneer's Commission, Buyer's Premium, and costs and reimbursable expenses. As soon as practicable after the execution of this Agreement, Seller will provide Auctioneer with any and all records or materials evidencing taxes, liens, or encumbrances against the Consigned Property, or any of it.

17.8. **Delivery of Good Title to Buyer(s).** Seller will deliver good title to the Buyer(s) of the Consigned Property, free and clear of any and all liens and encumbrances. Further to the foregoing, Seller authorizes Auctioneer to satisfy any and all liens against the Consigned Property from the proceeds of sale prior to making any distribution to Seller.

17.9. **Tax Clearance Certificates.** If necessary, to pass clear title, the Seller will obtain a tax clearance certificate, or similar such certification, from each applicable taxing authority.

17.10. **Care, Handling, and Preservation of Consigned Property.** From and after the execution of this Agreement, Seller will safeguard and maintain all Consigned Property that remains in Seller's possession, care, custody, or control in its current condition, and will take any and all steps as may be reasonably necessary to preserve the Consigned Property from loss or damage.

17.11. **Insurance; Risk of Loss.** Seller will maintain insurance on the Consigned Property as is reasonably necessary to insure against risk of loss to the Consigned Property, or any of it, and against liability for property loss, personal injury, or death. All risk of loss or damage to the Consigned Property will remain with the Seller until proceeds from its sale are received by Seller.

18. **Authorization to Search Liens and Titles.** In Auctioneer's sole and absolute discretion, Auctioneer may, but will not be required to, (i) conduct searches and take such other actions as may be reasonably necessary to identify any liens and encumbrances against the Consigned Property, (ii) contact creditors to verify amounts claimed or otherwise necessary to clear title, and (iii) negotiate any compromise necessary to clear title. Any such searches conducted by Auctioneer shall be at Seller's expense.

Seller Initial: \_\_\_\_\_

19. **LIMITED POWER OF ATTORNEY.** Seller appoints Auctioneer, and any agent or representative of Auctioneer, as Seller's attorney-in-fact for the express and limited purposes, on Seller's behalf and at Seller's expense, (i) to obtain any and all certificate(s) of title or other indicia of ownership as may be necessary to demonstrate Seller's ownership in the Consigned Property, and (ii) to execute and deliver any and all documents or certificates as may be necessary to transfer title to the Buyer(s). If Auctioneer obtains certificate(s) of title, Seller will reimburse Auction for the costs and expenses incurred, plus an administrative fee of One Hundred Dollars (\$100.00) per certificate.

20. **Security Interest.** Seller hereby grants Auctioneer a valid, enforceable, and continuing security interest in, and lien against, the Consigned Property, to secure the payment of any and all amounts due and owing, or that may become due and owing, to Auctioneer. Seller also authorizes Auctioneer to prepare, execute on Seller's behalf, and file with the appropriate office, any and all documents and certificates as may be necessary to effectuate or perfect Auctioneer's security interest and lien, including, without being limited to, financing statements on form UCC-1 and continuation statements on form UCC-3.

21. **Indemnification.** ~~Seller will defend, indemnify and hold Auctioneer harmless from and against any and all claims, demands, suits, actions, causes of action, damages, costs or charges whatsoever arising from, or in any way related to, the Auction and/or the Consigned Property, including, without being limited to: (i) any breach of the representations, warranties, or covenants set forth in this Agreement; (ii) any hazardous materials contained in the Consigned Property or environmental contamination resulting from leakage, spills, or malfunction of the Consigned Property; (iii) deficiencies in the documents required to transfer title of the Consigned Property, or any of it; (iv) any violation of federal, state, or local laws; (v) any negligence, recklessness, willful misconduct, or unlawful act of Seller involving, or in any way related to, the Auction, the Consigned Property, or this Agreement; and (vi) any infringement on the intellectual property of any third party involving, or in any way related to the Consigned Property.~~

22. **Risk of Theft, Damage, or Destruction of the Consigned Property.** Seller acknowledges and agrees that there is a risk of theft, damage, or destruction of property consigned to auction. Auctioneer will not be liable for the conduct of third parties.

23. **Delivery to Buyer; Taxes.** All Lots will be delivered to Buyers at the Auction Site, and applicable state and local taxes, including sales tax, will be calculated on the Contract Price.

24. **Collection of Payments.** Auctioneer will receive payment for all Consigned Property sold. Payments may be made in the form of cash, personal or business check, certified funds, credit or debit card, or wire transfer. Auctioneer will make reasonable and customary efforts to collect payment on any checks made payable to Auctioneer that are returned for insufficient funds, or that have otherwise been dishonored by the drawee bank, but Auctioneer is not a guarantor of any such payments.

25. **Accounting.** Auctioneer shall provide an accounting and will pay Seller the net proceeds from the Auction on or before twenty-one (21) banking days after Auction proceeds are collected and liens are released. Net proceeds mean the sum of the Hammer Prices for all Lots of the Consigned Property, less (i) Auctioneer's Commission, (ii) reimbursable costs and expenses, (iii) any other amounts due and owing to Auctioneer under this Agreement, or otherwise, and (iv) any and all amounts necessary to satisfy liens or encumbrances against the Consigned Property and to deliver clear title to the Buyer(s). **Auctioneer will only pay net proceeds on Property where proceeds have actually been collected, and Auctioneer will owe nothing to Seller if for any reason Auctioneer is not able to collect proceeds from a sale.** If applicable, Auctioneer reserves the right to withhold the payment of the net proceeds of the Property sold by Seller until Seller pays in full any amount due to Auctioneer on items purchased by Seller. Unless required by law or Court Order, Auctioneer is not obligated to disclose the identity of Buyer(s) to Seller. Notwithstanding anything in this Section 25 or elsewhere in this Agreement to the contrary, Auctioneer reserves the right in its exclusive discretion to pay the net proceeds jointly to Seller and any third party reasonably believed by Auctioneer to be in possession of a lien, security interest or other encumbrance on the subject Consigned Property.

26. **Use of Escrow Account.** Notwithstanding anything in Section 25 to the contrary, Auctioneer will deposit Auction proceeds into an Escrow Account (which may earn interest) from which net proceeds, if any, shall be paid to Seller and if applicable jointly to any third party reasonably believed by Auctioneer to be in possession of a lien, security interest or other encumbrance on the subject Consigned Property. By initialing below, Seller hereby consents to the payment of Auction net proceeds, as described in this Section 26. Initials: \_\_\_\_\_

27. **Direct Deposit Banking.** Auctioneer uses a process by which net proceeds will be direct deposited into a Seller designated bank account. By initialing below, and by providing the electronic transfer information, Seller hereby consents to Auctioneer transferring Seller's net proceeds from Auctioneer's Escrow account to the account as identified by the seller with the information provided to the auctioneer by the seller or their designated representative. Initials: \_\_\_\_\_

28. **Auction Prices; Fair Market Value.** Seller understands, acknowledges, and agrees that: (i) Auctioneer has made no representations, promises, or warranties as to the amounts that may be bid for the Consigned Property, or any of it, at the Auction; and (ii) the Hammer Price establishes the fair market value for each Lot as of the time, date, and location of the Auction.

Seller Initial: \_\_\_\_\_

29. **Unsold Consigned Property.** Any Consigned Property not sold at the Auction due to non-performing bidder that remains in Auctioneer's possession after the Auction must be retrieved by Seller within ten (10) days after the Auction. Seller's failure to remove any unsold Consigned Property will be deemed to be Seller's consent for Auctioneer to sell such Lot(s) at Auctioneer's next available Auction or by retail sale on such terms as Auctioneer deems appropriate. Any and all amounts due and owing to Auctioneer must be paid in full before any unsold Consigned Property is removed from the Auction Site; and Auctioneer will maintain a lien against such unsold Consigned Property until all such amounts have been paid. Notwithstanding the foregoing, any unsold items that remain at the Auction Site for more than sixty days (60) after written notice from Auctioneer to Seller to remove such items, will be deemed to have been abandoned by Seller and may, in Auctioneer's sole and absolute discretion, be (i) discarded, (ii) otherwise disposed of, (iii) retained by the Auctioneer for Auctioneer's own account, or (iv) sold by Auctioneer for Auctioneer's own account. Auctioneer may charge storage fees in an amount determined by Auctioneer, not to exceed One Hundred Dollars (\$100.00) per day. Seller will be responsible for any and all storage costs and disposal costs of unsold items not retrieved by Seller in the time provided in this Section.

30. **Auctioneer's Additional Remedies.** If Seller breaches of any of Seller's obligations under this Agreement, Auctioneer may, at Auctioneer's sole and absolute discretion, remove any or all of the Consigned Property from the Auction, and collect from Seller any and all applicable fees, including an amount equal to Auctioneer's Commission, Buyer's Premium, and reimbursable expenses. The inclusion or removal of any Consigned Property by Auctioneer will not limit, modify, or waive any other rights Auctioneer may have under this Agreement or under applicable law, all of which are cumulative.

31. **Advertising; Sale Bills; Posting; Listing of Auction Results.** Auctioneer may: (i) advertise the Auction through any means determined reasonable and appropriate by Auctioneer, including online and print media; (ii) print and distribute sale bills; (iii) post the Auction Site with signs and other information; and (iv) include the Consigned Property or any of it (including photographs and prices realized) on Auctioneer's website or otherwise in publicized lists of auction results achieved by Auctioneer. All advertising and all online and print media related to the Auction or the Consigned Property that is produced by or on behalf of Auctioneer will be the exclusive property of Auctioneer.

32. **Promotional Materials.** Seller agrees that Auctioneer may send Seller promotional materials via direct mail, email, telephone call and/or text message. Standard data rates may apply. Seller has the right to unsubscribe from such notices and the receipt of such materials at any time on written notice to Auctioneer. Seller's contact information will not be sold.

33. **Auctioneer's Proprietary Information and Bidder Contacts.** Auctioneer's proprietary information, including, without being limited to, mailing lists, emails lists, and bidder or buyer contact information is the property of Auctioneer. Unless required by law, or necessary to facilitate collection of monies owed by non-paying Bidders, or otherwise necessary for litigation purposes, or directed by a court or administrative body of competent jurisdiction, Auctioneer has no obligation to provide Seller with any of Auctioneer's proprietary information, including, without being limited to, mailing lists, emails lists, and bidder or buyer contact information. Seller may not distribute or otherwise disseminate this Agreement (or its terms) to any third parties; except that Seller may share this Agreement with Seller's attorneys, accountants, and other professionals providing services to Seller.

34. **Force Majeure.** Neither party will be held liable or responsible to the other party, or be deemed to have defaulted under or breached, this Agreement, for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without being limited to, fires, strikes, floods, adverse weather, acts of war, terrorism, riot, or public disorder, acts of God, lawful acts of public authorities, electronic failures, communication failures, and internet service disruptions.

35. **Relationship of the Parties.** Auctioneer is acting solely as Seller's agent, and nothing in this Agreement, or otherwise, is intended to create, or will be construed as creating, any other relationship between Auctioneer and Seller, including, without limitation, a partnership or joint venture.

36. **Governing Law; Jurisdiction; Venue; Dispute Resolution.** ~~This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi, including its statutes of limitations, but without regard to its rules governing conflict of laws. Any controversy or claim arising out of or relating to this Agreement, or any breach hereof will be settled by binding arbitration in accordance with the Mississippi Uniform Arbitration Laws and will be instituted and maintained in Forrest County, Mississippi. It is also the expressed intent of the parties that any and all suits for any and every claim arising out of or connected to a breach of this Agreement or challenge to the arbitration proceedings or award will be instituted and maintained in Forrest County, Mississippi or any other place to which Auctioneer expressly consents in writing. SELLER WAIVES THE RIGHT TO TRIAL BY JURY.~~

37. **Binding Effect.** This Agreement will be binding on, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors, and assigns, as the case may be.

Seller Initial: \_\_\_\_\_



38. **Attorneys' Fees.** Should Auctioneer prevail in any litigation to enforce the provisions of the Agreement, or otherwise related to this Agreement, Seller will pay all of Auctioneer's costs and expenses, including reasonable attorneys' fees.

39. **Headings; Definitions.** The Section headings used in this Agreement are for the convenience of reference only and do not control or affect the meaning, construction, scope, or intent, of this Agreement or any of its provisions. Capitalized terms are defined in Appendix D, attached hereto and incorporated herein by this reference.

40. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any and all prior written or oral understandings or agreements and any and all contemporaneous oral understandings or agreements with respect to the subject matter of this Agreement.

41. **Amendment.** This Agreement may only be modified or amended by writing signed by both parties.

42. **Signatures; Counterparts.** This Agreement may be executed manually, electronically, digitally, or by any other means intended to represent the signature of a party and may be executed in one or more counterparts.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement as of the date first written above

**Seller:**  
LAFAYETTE COUNTY BOARD OF SUPERVISOR:  
(Entity Name)

BY: Brent Larson, President  
Its: Authorized Representative  
Signature: [Signature]  
Date: 6/16/25

**Auctioneer:**  
Jeff Martin Auctioneers, Inc.

BY: \_\_\_\_\_  
Its: Authorized Representative  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### SCHEDULE A

This is an addendum to the Auction Agreement and subject to all Terms and Conditions therein.

SELLER: LAFAYETTE COUNTY BOARD OF SUPERVISORS

AUCTION DATE: 6/4/2025 - 6/17/2025

AUCTION LOCATION: ,

Seller hereby retains, authorizes, and directs Jeff Martin Auctioneers, Inc. to arrange for and to conduct a public auction of the following items of property on the date and at the location noted above and pursuant to Terms and Conditions of the Auction Agreement:

ID	LOT#	Asset #	DATE RECEIVED	LIEN AMOUNT	TITLE	DESCRIPTION	TITLE STATUS
160788	3025		Pending		2012 FORD F-150 XLT DOUBLE CAB 4X4 PICKUP VIN: 1FTFX1EF2CKD98278	8 CYL , GAS ENGINE, AUTOMATIC TRANSMISSION, CRUISE, AC/HEAT, CLOTH INTERIOR, RUNNING BOARDS, AUTO WINDOWS/LOCKS, ODOMETER READS: 144,325, 265/70R17 TIRES **LOCATED IN OXFORD, MS**	ORIGINAL TITLE REC'D-MS
160789	3026		Pending		2008 FORD F-150 CREW CAB 4X4 PICKUP VIN: 1FTPW14V58FB86488	8 CYL , GAS ENGINE, AUTOMATIC TRANSMISSION, CRUISE, CLOTH INTERIOR, TOOL BOX, AUTO WINDOWS/LOCKS, ODOMETER READS: 186,428, 275/65R18 TIRES **LOCATED IN OXFORD, MS**	ORIGINAL TITLE REC'D-MS
160790	3027		Pending		2020 DODGE DURANGO VIN: 1C4RDJFG1LC371239 2WD	8 CYL, GAS ENGINE, A/T, CRUISE, AUTOMATIC DOORS, AC/HEAT, ODOMETER READS: 135,246, 165/60R18 TIRES **LOCATED IN OXFORD, MS**	ORIGINAL TITLE REC'D-MS
160791	3028		Pending		2018 FORD EXPLORER VIN: 1FMSK8AR3JGB11917 2WD	6 CYL, GAS ENGINE, A/T, CRUISE, AUTOMATIC DOORS, AC/HEAT, 245/55R18 **LOCATED IN OXFORD, MS**	ORIGINAL TITLE REC'D-MS
160793	3030		Pending		2020 DODGE DURANGO POLICE SUV VIN: 1C4RDJFG8LC371240	****NOP****, (BAD ENGINE) **LOCATED IN OXFORD, MS** ****MILES NOT ACTUAL****	ORIGINAL TITLE REC'D-MS
160794	3031		Pending		KUBOTA Z723 SN: 50242 60" ZERO TURN MOWER	****NOP****, 285 HOURS (DOES CRANK AND RUN, TRANSAXLE LOCKED UP) **LOCATED IN OXFORD, MS**	

Jeff Martin Auctioneers

DATE

Seller

DATE

I agree the items listed have been delivered to Jeff Martin Auctioneers Inc. for consignment to auction. I understand that I am responsible for continued insurance coverage on items until sold and I receive payment from auction company. I agree that this list is true and correct and I have disclosed any known damage, defects or problems of any item to auction company. I agree as seller I have full rights to sell items at auction and have informed auction company of any liens on consigned property. I understand this document acts as the "Schedule A" noted in auction contract.

THIS AGREEMENT IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE MISSISSIPPI UNIFORM ARBITRATION ACT.