



**Auction Service Agreement**

THIS AGREEMENT is entered into by and between United Country- Mixon Realty and Auctions ("Auction Company"), and Mixon Realty ("Seller"), Auction Company and Seller agree as follows:

**Section 1 | Auction Details**

1. Property to be Auctioned. Seller hereby grants to Auction Company and Auction Company hereby accepts the exclusive right to sell the Property in its entirety, for the term set forth below, to offer for sale at online only Internet auction ("Auction") the properties described as follows:

**SURFACE INTEREST ONLY IN AND TO:** 920 SW 4th Street Apt 101 74955

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Which street address is:**

and all improvements, fixtures, and appurtenances thereon and incidental thereto (collectively referred to as the "Property"), in accordance with the provisions of this Agreement. The Property shall be sold "AS IS, WHERE IS" basis, and nor warranty or representation, either express or implied, will be given to any bidder or Buyer unless given in writing by Owner.

2. Term of Agreement. The term of this Agreement shall begin on the date of execution hereof by all parties and shall continue for a period of one hundred eighty (180) days thereafter (hereinafter referred to as the "Listing Period"), unless otherwise extended or terminated in accordance with this Agreement.

3. Types of Auctions. Please select either (a), (b), or (c) by initialing the corresponding line.

(a) To the highest bidder, "ABSOLUTE" with no minimum, reservation, buy-backs, or persons bidding for Owner.

(b) Owner reserves the right to accept or reject any bid at the auction that does not meet or exceed \$ 50,000 on property.

(c) Owner specifies a minimum bid of \$ \_\_\_\_\_ to be used as the published starting point for bidding. Owner is bound to honor the sale at the starting price or above.

4. Sales Contract. Subject to full execution of a contract for sale and purchase in connection with the Property ("Sales Contract"), all rights and obligations of this Agreement shall automatically extend through the date of the actual closing (the "Closing Date") of said Sales Contract.

5. Down Payment. Upon execution of the Sales Contract immediately upon termination of the Auction, the Buyer shall provide to the Auction Company the amount of 10% of the Total Contract Price. The Down Payment shall immediately be deposited with a title company and the same shall be subject to the terms of the Sales Contract.

6. Terms of Sale. The following are the terms and conditions upon which the Property shall be offered for sale:

- a) Closing will take place within 30 ( ) days after auction day or as soon thereafter as reasonably possible subject to court approval.
- b) Before Closing, Owner shall have paid all ad valorem taxes on the Property for the years ending before the Closing Date.
- c) All ad valorem taxes on the Property for the year of Closing will be prorated to the date of Closing.
- d) Possession of the Property will be delivered to Buyer at Closing or as specified in the contract of sale.

e) Owner shall terminate any tenant leases in writing in accordance with Oklahoma law and provide copies of the termination notices to Broker/Auctioneer as soon as practicable following execution of this Contract.

f) The Property will be offered in  one individual parcel or  multi parcels. g) The Property will be sold on an "As-is, Where-Is" basis, and no warranty or representation, either express or implied, will be given to any bidder or Buyer unless given in writing by Owner.

- h) Calling the sale by auction and the increments of bidding will be at the direction and discretion of Auctioneer.
- i) Broker/Auctioneer reserves the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc.
- j) The auction bid shall be accepted by Owner on auction day or as soon thereafter as is reasonably possible.
- k)  The sale will be subject to District Court Confirmation.

**Section 2 | Financial Agreements**

7. Marketing Budget. Upon execution of this Contract, Owner shall deposit with Broker/Auctioneer \$ 10,000 to pay marketing and make ready expense. (the "Marketing Budget"). Such expenses shall include but are not limited to advertising, photography, preparation and production of auction brochures, signage, mailings, postage, telemarketing, room rental and refreshments for the inspection dates and the auction day, the preparation and duplication of property information packets, and other related information. Any expenses in excess of the Marketing Budget shall be the sole expense of Broker/Auctioneer. Upon written request by Owner, Broker/Auctioneer will furnish a complete accounting of marketing expenses.

8. Pre-Auction Offers. Any Pre-Auction Offers received by Auction Company in connection with the Real Property will be submitted to Seller for Seller's acceptance or rejection, as Seller may determine within its sole discretion, and any Pre-Auction sales resulting therefrom will be treated similarly to the Property's having been sold at Auction in terms of the applicable compensation payable to Auction Company.

9.0 Real Estate Commission. Broker/Auctioneer may charge Buyer a 10% buyer's premium (the "Buyer's Premium") to be added to the bid price. The contract price will be equal to the bid price plus the Buyer's Premium. At the closing of the sale of the Property to Buyer, Owner shall authorize the closing agent to pay Broker/Auctioneer \_\_\_\_\_% (the "Commission Rate") of the total contract price, from all sales made during the period of this Contract or any extension thereof, whether such sales are made at public auction, by private sale, or in any other manner. In the event that the Property does not sell at the Auction and/or does not close on the Closing Date, the parties agree that Seller shall pay only the Auction Costs. If Owner elects to sell the Property as provided in Paragraph 3(b) or Paragraph 3(c), and the highest bid does not exceed the amount stated in Paragraph 3(b) or Paragraph 3(c) and Owner rejects the bid, Owner will not owe Broker/Auctioneer any commission. The Property will then be listed with UC Heard Auction &

Real Estate at a price to be agreed upon. If Owner removes the Property from the sale before the auction, refuses to close the sale of the Property, or if title to the Property is unmarketable, Owner shall pay Broker/Auctioneer a commission calculated as follows:

- (a) if the type of sale was based upon Paragraph 3(a), the Commission will be the product of the latest tax appraised value of the Property multiplied by the Commission Rate; or
- (b) if the type of sale was based upon Paragraph 3(b) or Paragraph 3(c), the commission will be the product of the reserve price set forth in Paragraph 3(b) or Paragraph 3(c) multiplied by the Commission Rate.

9.1 Payment of Commission from Proceeds of Sale. Owner agrees that the title company or other closing agent who handles the closing of the sale is authorized to deduct all commissions due Broker/Auctioneer and any participating broker from Owner's proceeds from the auction prior to distribution of any proceeds to Owner and distribute such commissions to Broker/Auctioneer.

9.2 Participating Broker. Broker/Auctioneer may pay out of its commission up to \_\_\_\_\_ percent (   %) of the net Real Estate Commission due at closing to a licensed Oklahoma real estate broker who has properly registered with Broker/Auctioneer prior to the auction.

### Section 3 | Auction Company Duties

10. Duties. Broker/Auctioneer shall use their best efforts to procure buyers for the Property and to sell the Property subject to the terms and conditions of this Contract at public auction. Broker/Auctioneer shall:

- A. Review and compile relevant information concerning the Property and other relevant factors for dissemination to prospective buyers.
- B. Prepare and distribute sale brochures and related information to prospective buyers to ensure an efficient and effective auction.
- C. Conduct the auction.
- D. Provide sales staff, computer equipment and appropriate programs, auctioneer, and related support staff as necessary at the discretion of Broker/Auctioneer for the efficient and effective conduct of the auction.

11. Broker/Auctioneer's Authority. Owner authorizes Broker/Auctioneer and Broker/Auctioneer's agents, employees, and representatives to:

A. Order preliminary title commitments to clarify ownership interests.

- B. Advertise the Property by means and methods as Broker/Auctioneer determines.
- C. Place a "For Sale" sign on the Property in compliance with any state and local laws, rules, ordinances, restrictions, or covenants.
- D. Remove from the Property all other signs offering the Property for sale or lease. E. Place information and, if applicable, photographs about the Property on the Internet either directly or through a program of the MLS, other listing services, Broker's Website or service providers who service Internet promotions of Auctions and listings.
- F. Furnish comparative marketing and sales information about other properties to prospective buyers.
- G. Disseminate information about the Property to other brokers and their associates.
- H. Enter the Property at reasonable times to show the Property to prospective buyers.
- I. Authorize other brokers and their associates, inspectors, appraisers, and repair personnel to enter the Property at reasonable times to show the Property to prospective buyers or for other pertinent purposes.
- J. Obtain information from any holder of any note secured by a lien on the Property. K. Upon a final and closed sale of the Property, disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals.

12. Seller Authorizations. Subject to the limitation on Auction Costs above set forth, Seller authorizes Auction Company to perform all actions necessary to market and sell the Property listed hereunder and to conduct an Auction, and to perform its duties and responsibilities for the purposes described herein.

#### Section 4 | Property Documentation

#### 13. Owner Representations and Additional Promises.

- A. Owner represents that:
- a. Owner has fee simple title to and peaceable possession of the Property and all improvements and fixtures thereon and the legal capacity to convey the Property.
- b. Owner is  is not  a party to a listing agreement with another broker for the sale, exchange, or lease of the Property.
- c. No person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement.
- d. There are no delinquencies or defaults under any deed of trust, mortgage, or

other encumbrance on the Property.

e. All written information relating to the Property provided to Broker/Auctioneer by Owner is true and correct.

B. Owner Shall:

- a. Cooperate fully in good faith with Broker/Auctioneer to facilitate the showing and marketing of the Property.
- b. Not rent or lease the Property during the term of this Contract without the prior written approval of Broker/Auctioneer.
- c. Not negotiate with any prospective buyer who may contact Owner directly but shall refer all prospective buyers to Broker/Auctioneer.
- d. Not enter into a listing agreement with another broker for the sale, exchange, or lease of the Property to become effective during the term of this Contract.
- e. Provide Broker/Auctioneer with copies of all environmental inspections and audits of the Property which Owner has in Owner's Possession or under its control.
- f. Provide Broker/Auctioneer with copies of any and all title restrictions, covenants, zoning, flood plain, wetland or other pertinent information having an effect on the Property.
- g. Provide Broker/Auctioneer with copies of any and all fees, dues or HOA requirements and or any local, state or federal regulations or restrictions pertaining to the Property.
- h. Provide Broker/Auctioneer with information regarding septic systems, if any, located on the Property.

14. No Guarantee of Sale. Neither Broker nor Auctioneer guarantees a sale of the Property. Broker/Auctioneer are not responsible if the auction fails to live up to expectations. Broker and Auctioneer have no obligation to analyze or review the creditworthiness of any bidders nor shall Broker or Auctioneer be liable for any default of any bidders.

15. Online Auction Technology (Disclaimer): Under no circumstances shall Seller have any kind of claim against United Country-Mixon Realty and Auctions, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is

subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

16. Personal Property. Seller hereby grants to United Country- Mixon Realty and Auctions and United Country- Mixon Realty and Auctions company hereby accepts the exclusive right, to offer for sale at auction, all [ ] personal and [ ] real property located at MO. The Property shall be sold "as-is" and without warranty of title. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between the seller and auctioneer.

### Section 5 | Compensation

A. Personal Property Compensation. Broker/Auctioneer may charge Buyer \_\_\_\_\_% (**the "Buyer's Premium"**) to be added to the bid price. The Buyer's Premium will be paid to the Auction Company. Seller agrees to pay Auction Company a commission based upon the **gross purchase price of each item**. Commission for personal property items will be charged at the following rate:

i. \_\_\_\_\_% commission

ii. Trash removal and cleanup will be billed at \$25.00 per man hour plus dumpster costs if required.

It is mutually agreed that all items shall be sold to the highest bidder. Auctioneer shall receive full commission on any items withdrawn, transferred, sold or purchased back. It is further mutually agreed that the auctioneers may deduct their fee at set rate from the gross sales receipts, resulting from said auction sale. The auctioneer agrees to turn net proceeds from sale over to Seller within 15 business days following the auction. The Seller agrees that all expenses incurred for the advertisement promotion, and conduction of said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

B. Unsold Items. Auctioneer shall have full authority to dispose of in any manner he

wishes any unsold items unless previously agreed to in writing. If seller buys back any items, they will be under the same pickup requirements as all other auction purchasers.

C. Merchantable Title. Seller covenants and agrees that he has good title and the right to sell, and said goods are free from all encumbrances. Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneer against any claims of the nature referred to in this contract.

D. Seller Authorizations. Subject to the limitation on Auction Costs above set forth, Seller authorizes the Auction Company to perform all actions necessary to market and sell the Property listed hereunder and to conduct an Auction, and to perform its duties and responsibilities for the purposes described herein.

E. Auctioneer Authority. Auctioneer shall have full authority prior to and during the auction. This shall include boxing, grouping and/or combining property and the increments of bidding shall be at the direction and discretion of Auctioneer. Seller further agrees that Auctioneer shall have full authority to set aside, any item that Auctioneer feels will not be beneficial and/or economically feasible to box, move, or sell. Any item not marketable will be set aside for owner to evaluate.

## Section 6 | Funds

F. Collection of insufficient funds. Auctioneer and or its agent shall not be liable for payment made by check, received for goods sold at auction, that are determined to be insufficient funds by maker's financial institution. Auction Company shall not be liable for credit card chargebacks. If auction has been settled and funds paid out to seller prior to a check clearing or a credit card chargeback, then auction company shall notify seller immediately and said funds shall be returned within 3 business days to auction company. Auction Company further agrees to provide any pertinent information to seller that might assist in the collection of said funds.

G. Seller Acknowledgment. Seller acknowledges that prices for used goods, antiques, collectibles, machinery, etc. fluctuate and demand for these assets constantly changes. Auction company cannot guarantee that your items will bring a certain dollar amount unless you have a written reserve on your assets. All reserves shall be in writing, signed by Seller and Auction Company and attached to this listing agreement. Unless noted, all items

will be sold absolute with no minimum, to the last and highest bidder. Seller or anyone acting on the Seller's behalf is forbidden from bidding.

H. Disclosure of Auctioneer Knowledge. Auctioneer has experience selling multiple asset classes. Auctioneer discloses that we are not experts in any specific asset class. Items will be described and marketed to the best of our ability within our current knowledge. It is Seller's responsibility to notify us in writing of any pertinent information deemed necessary. Any verifiable facts such as country of origin, age, provenance historical importance or rarity shall be provided to Auction Company in a timely manner. Time is of the essence; information must be provided as soon as possible to allow for proper marketing and cataloging. Should Seller require outside expert consultation to be employed, all associated costs shall be the expense of the Seller.

I. Auctioneer Witness. If a dispute arises out of this auction process between Sellers, and or heirs, which requires Auctioneer to be called as a witness, for disposition or court appearance, Seller shall pay Auctioneer and or its agents \$185.00 per hour for the time spent, including travel.

17. Auction Company's Obligations; Disclaimers. Unless otherwise expressly set forth herein, Auction Company's sole duty shall be to use commercially reasonable efforts to effect a sale of the Property during the term of the Agreement, with the understanding that Auction Company makes no warranty or guaranty in connection with whether or not the Property will be sold or exchanged hereunder or in connection with the revenues that may or may not be derived therefrom and that Auction Company shall not be liable for any loss suffered by Seller relating to the Property or subject matter here to including but not limited to a bidder refusing to or failing to tender full payment, or otherwise not completing a purchase of the Property. Auction Company shall not be charged with the custody of the Property listed hereunder, its management, maintenance, security, insuring or repair.

## Section 7 | Consent

18. Representation & Warrants. Each party represents and warrants to the other party that: (i) such party has all appropriate consents, approvals and authority to enter into this agreement, (ii) the individuals executing this agreement have authority to bind such party thereto, and (iii) Auction Company represents and warrants that it has all appropriate licenses, permits, and authorizations to the extent required by law to carry out its responsibilities set forth herein.

19. Miscellaneous. The parties agree to the terms herein set forth and understand that this is a binding agreement that cannot be modified, cancelled, or terminated except upon their mutual written consent, that this Agreement constitutes the sole and entire agreement of the parties relating to the subject matter hereof and that the parties have made no covenants, representations, or warranties not set forth herein; and this Agreement shall be binding on their heirs, personal representatives, successors, and/or permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 2nd day of May, 2025.

Heath Smith-Auctioneer/Sales Associate  
 United County: Mixon Realty and Auctions  
 \_\_\_\_\_  
 Heath Smith  
 2025: 2026

Darrah Mixon  
 Owner/Broker  
 United County- Mixon Realty and Auctions  
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 Darrah Mixon

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Seller(s)