

A CONTRACT for Furnishing REAL PROPERTY AUCTIONEER SERVICES for the Jackson County, Missouri Executive's Office.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number, 1-16. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and/or Accounting Officer as required by SEC. 50.660 RSMo., and shall run from such date until all parties are satisfied unless it is sooner terminated as provided elsewhere herein

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) this contract; (3) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes No Initials _____ Minimum order, if applicable \$ _____

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Higgenbotham Auctioneers International Limited, Inc. PHONE NO: (863) 644-6681

ADDRESS: 5900 Imperial Lakes Blvd., Mulberry, FL 33860 FAX NO: (863) 644-6686

NAME OF AUTHORIZED AGENT (print or type): Martin E. Higgenbotham DATE: 3/17/2016

SIGNATURE OF AUTHORIZED AGENT: *Martin E. Higgenbotham* TITLE: President

EMAIL ADDRESS OF AUTHORIZED AGENT: marty@higgenbotham.com

FEDERAL ID NO: 59-3072547 and/or SOCIAL SECURITY NO: _____

SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: *Q. Troy Thomas* DATE: 3/29/16



AUCTION AGREEMENT, made and entered into this 29th day of March, 2016 by and between JACKSON COUNTY, MISSOURI, herein referred to as "Seller", and HIGGENBOTHAM AUCTIONEERS INTERNATIONAL LTD., INC. hereinafter referred to as "Auctioneer."

Seller: Jackson County, Missouri	Property herein described as: 3223 Campbell Street,
Address: 415 E 12 th Street	Kansas City, MO 64109, Parcel Nos. 29-840-16-24-00-0-00-000
City, State & Zip: Kansas City, MO 64106	
Phone: (H) (B) 816-881-3267	
(Cell) (Fax) 816-881-3268	
E-mail Address: jmjohnson@jacksongov.org	

WHEREAS, the Auctioneer will aid and render services in order to sell the above described property for a mutually agreed upon fee and reimbursement of certain costs, all as more specifically set forth hereinafter

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as the mutual benefits, advantages, or disadvantages to each of the parties hereto, the parties agree as follows:

1. **Authority to Sell.** The Seller hereby grants to the Auctioneer, acting as agent for the Seller, the authority to sell the above described property at public auction under the terms and conditions stated herein

2. **Place and Date of Sale.** The auction of the above described property shall be held at said property, on the 3rd day of June 2016 at 10 o'clock a.m. or at any other date deemed more advantageous by the Auctioneer

3. **Terms.** The above described property shall be sold to the highest bidder under the following terms of sale to each successful bidder unless such other terms are agreed to by Seller: 10% Deposit Due Day of Sale, 10% Buyer's Premium, 45 Day Closing, subject to Jackson County Legislative acceptance of bid and approval

4. **Exclusive Right of Sale.** The Auctioneer shall hold an Exclusive Right of Sale to sell the above described property from the date of the signing of this Agreement until 90 days after the auction. This period shall be irrevocable and any sales of all or part of the above described property, made between the date of this contract and the expiration of the 90 day Exclusive Right of Sale after the auction, whether said sale is made by the Seller or any of his agents, employees, by another Auctioneer, by any other Party, or the Auctioneer or any of his agents or employees, shall entitle the Auctioneer to a commission schedule as established in this Agreement.

5. **Buyer's Premium.** A buyer's premium of 10% will be added to the auction bid to create the contract purchase price.

6. **Commission.** As full and complete compensation for all services to be rendered in accordance with this contract, Auctioneer shall receive a commission based upon 10% of the High Bid Price on all parcels sold in accordance with this Agreement, whether said sale be on the date of the auction or at other times as specified in Paragraph 2. If the property is sold under this agreement at any other time than at the auction, then the commission will be 10% of the total contract purchase price.

7. **Advertising and Costs.** It is specifically agreed between the parties that the Auctioneer shall provide marketing and advertising for the sale of the Property through its in-house advertising agency, Brenmar Advertising and the cost of said marketing and advertising shall be paid by the Seller at Closing in the amount of \$2,500.00 whether the sale closes or not. Seller further agrees to advise said advertising agency to cooperate with the Auctioneer with regard to this particular auction sale. The Auctioneer will assist in directing the advertising, set up and promotion of the sale with the advertising agency retained by the Seller. At the auction, the Auctioneer will orchestrate the proceedings and have the successful bidders sign all necessary papers and contracts in accordance with Paragraph 3 of this Agreement and will accept all deposits from the successful bidders to be held in a mutually agreeable escrow account upon Jackson County approval.

8. **Payment of Commission.** All deposits placed by Buyer are to be held in a mutually agreed upon escrow account upon Jackson County approval unless otherwise instructed, until the date of the closing of the transactions between the Seller and the Buyers. On the date of closing, all deposit monies are to be used first to satisfy the commission due and owing the Auctioneer. Any excess shall be refunded to the Seller. Should the deposits not be sufficient to satisfy the commission due and owing the Auctioneer, then the balance of the commission shall be satisfied out of the closing of the net proceeds due to the Seller. In any event, the Auctioneer is to receive full payment of his commission on the date of the closings to the successful Buyers.

9. **Basis of Sale.** Reserve Auction. It is understood between parties that the Seller may reject any and all bids, contracts or offers. Absolute Auction. It is understood between the parties that on an Absolute Auction basis the Seller hereby agrees to sell the property or any portion of the property to the last and highest bidder regardless of price. If sold on an Absolute Auction basis and the Seller refuses to sell to the last and highest bidder, the Seller shall nevertheless be responsible to pay the Auctioneer a commission as set forth on this Agreement based upon the last and highest bid. **Reserve Bid Amount \$20,000.**

10. **Representations of Seller.**

- (a) Seller warrants good and marketable title to all properties to be sold and, further, that Seller has the right to sell said properties.
- (b) Seller agrees that the Auction is to be conducted under the complete control of the Auctioneer, and that Seller will not in any way interfere in the conducting of the Auction or commit any act that may hinder or in any way diminish the effectiveness or success of the Auction. Should the Seller interfere with the conduct of the Auction in such a way as to

diminish the effectiveness of the Auction resulting in the loss of the sale of all or any part of the property, then and in that event, the Seller shall, nevertheless, be responsible to pay the Auctioneer a commission in accordance with Paragraph 6 of this Agreement based upon the highest bid received for that portion of the property or the entire parcel, which sale was lost due to the actions of the Seller.

(c) Seller shall furnish all documents requested by the Auctioneer, including, but not limited to surveys, appraisals, floor plans, profit and loss statements, leases, rent rolls and encumbrances on title, if any, and sales map.

11. Default. Once the bid is accepted by the Seller, the sale is considered confirmed and Auctioneer is entitled to a commission on said sale in accordance with Paragraph 6. If the particular sale does not close due to fault of the buyer, Auctioneer shall be entitled to receive a commission based on one-half (1/2) of the deposit money. If the particular sale does not close due to the fault of the Seller after acceptance of the High Bid, Auctioneer shall be entitled to a full commission in accordance with Paragraph 6. If the deposit money is returned to the Buyer, the Auctioneer shall notify Seller that indemnification for his commission needs to be paid to Auctioneer and the Seller shall, on such written notice, pay the Auctioneer such monies as are due for commission.

12. Litigation. In any litigation brought to enforce any of the terms of this Agreement, the successful party shall be entitled to recover, in addition to other damages, his attorney's fees and court costs incurred in said litigation.

13. Entire Agreement. This constitutes the entire agreement between the parties. No amendments or changes to this Agreement shall be effective unless agreed to in writing by all parties.

14. Special Provisions. If the High Bid for the Property is rejected by the Seller, Seller shall pay to Auctioneer a withdrawal fee of \$2,500.00.

SELLER: Jackson County, Missouri

AUCTIONEER: Higgenbotham Auctioneers International, Ltd., Inc.

By: 

By: 

5900 Imperial Lakes Blvd, Mulberry, FL 33860 Phone: (863) 644-6681 • Fax: (863) 644-6686
www.higgenbotham.com • auction@higgenbotham.com

APPROVED AS TO FORM


County Counselor

BRENNAR ADVERTISING, INC.
5900 Imperial Lakes Blvd, Mulberry, FL 33860
ADVERTISING AND PROMOTION AGREEMENT

THIS AGREEMENT is made between JACKSON COUNTY, MISSOURI ("the Seller"), whose mailing address is: US 1- 12th Street, Kansas, Missouri 64106 and BRENNAR ADVERTISING, INC. ("BRENNAR"), whose mailing address is 5900 Imperial Lakes Blvd, Mulberry, Florida 33860.

1. **Employment.** Owner desires to retain Brennar's services for the advertising and promotion of an auction sale of the following described property 3223 Campbell Street, Kansas City, MO 64106.

Said auction sale shall be conducted on Friday, June 3, 2016, at 10 o'clock a.m. by Higgenbotham Auctioneers International, LTD., Inc. (the "Auctioneer"). Owner fully understands that it is free to advertise and promote this sale through the company of its choice. Therefore the parties agree as follows:

2. **Brennar's Services.** Brennar shall be responsible for the preparation and placement of all Advertising and Promotion, but shall only be responsible for the advertising and promotional costs which Brennar incurs. The Seller or any Seller representative who orders any advertising or in any manner incurs any expense in connection with the auction sale which is not specifically agreed to by Brennar shall be responsible for those costs. Brennar shall coordinate setup of the auction, promotion, and advertising with the Auctioneer.

- a. **Advertising.** Brennar shall be responsible for:
 - 1) The placement of all ads with the appropriate media, as directed in the marketing budget
 - 2) The preparation of drawings depicting the real estate, if utilized
 - 3) The preparation, layout, set-up, printing, and mailing of a sales brochures, if any
 - 4) The preparation of, and placement of, any advertising signs, if any.
- b. **Promotion.** Brennar shall be responsible for:
 - 1) The preparation of all maps, drawings, and sales boards depicting the sale property and its location, if any
 - 2) The use of the auction site and the physical set up of the auction site, including the placement of tents, P.A. systems, Auction Block, chairs, contract tables, plat displays, sales boards, provision of electrical power, entertainment, catering, provision of restroom facilities, and all other sales set-up as requested by the Seller or the Auctioneer
 - 3) The transportation of all necessary equipment to the Auction location, if necessary
 - 4) The contracting of the appropriate number of qualified licensed personnel for the promotion of the sales property for any and all preview dates as well as the day of sale


Except for such specific advertising media or devices that may be specifically required by Seller, Brennar shall be the sole judge of the type, appropriateness, frequency, timing, method, scope, etc., of any and all advertising that is to be done for the auction sale. Brennar shall not be responsible for the costs of any legal, engineering, or surveying services, if any, associated with the subdivision and platting of land, unless the Seller and Brennar otherwise agree in writing. Brennar is not responsible for errors or omissions of any media and/or sub-contractor retained by Brennar.

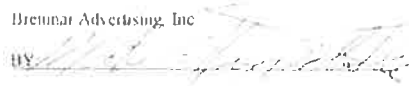
3. **Total Contract Price.** The total contract price for the services set forth herein shall be \$2,500.00. It is specifically understood that if under any circumstances and for any reason monies have not been received or are not valid, Brennar will immediately cease all activities toward the preparation and promotion of the sale. Advertising to begin as directed. Brennar's fee for services rendered shall be 19% of the contract price stated above and is included in the total contract price.

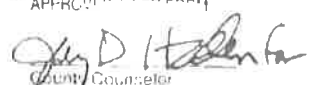
4. **Miscellaneous.**

- a. This contract constitutes the sole understanding of Seller and Brennar with respect to the subject matter hereof and no modifications, alterations, or waiver of the terms of this contract shall be binding unless the same shall be in writing, dated subsequent to the date of this agreement and duly executed by the parties hereto.
- b. Nothing in this contract shall be deemed to create or constitute a partnership or joint venture between Seller and Brennar with respect to anything that is the subject of this contract.
- c. This contract shall be governed and interpreted in accordance with the laws of the State of Missouri, and shall for all purposes be deemed to have been made in the State of Missouri and the agreed venue shall be Jackson County, Missouri.
- d. **Litigation.** In any litigation brought to enforce any of the terms of this agreement, the successful party shall be entitled to recover, in addition to other damages, his attorney's fees and court costs incurred in said litigation.

5. **Special Agreements:** Total Contract Price, due and payable at Close of Escrow, if the Property does not close escrow for any reason and the Advertising and Promotion have been completed, Seller shall still be liable for the Total Contract Price.

Seller Representative
BY: 
Date: April 29, 2016

Brennar Advertising, Inc.
BY: 
Dated: 5/28/2016

APPROVED AND FORWARDED:

County Counselor