

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**AGREEMENT FOR PROFESSIONAL AUCTIONEERING SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into by and between Fort Bend County, Texas (hereinafter referred to as "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, and Ernie Croucher Auctioneers, (hereinafter referred to as "Auctioneer"), under the following terms and conditions.

Whereas, Auctioneer is qualified and capable of performing the professional auctioneering service proposed herein and is willing to enter into this Agreement with County to perform said service.

Now, therefore, in consideration of the covenants and agreement hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

1. **Term.** The term of this Agreement shall be for a period of one (1) year. This agreement is subject to renewal for an additional one (1) year term upon express written agreement of the parties. This agreement shall be effective on the date approved by County. Either party to this Agreement may terminate the Agreement by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the end of the Agreement anniversary date. Alternatively, this Agreement may be terminated in accordance with any other provision of the Agreement.
2. **Payment.** County agrees to pay Auctioneer for services rendered by Auctioneer a commission of: (1) 9% of the gross receipts from all sales from a full service online auction without minimum and with or without reserve and no buyer's premium; (2) 9% of the gross receipts from all sales from a full service live on site public auction without minimum or reserve and no buyer's premium; or (3) 14% of the gross receipts from all sales from a full service simulcast auction with both live on site bidding and telecast bidding plus a \$750.00 set up fee. Commission and fees shall be paid within thirty days of completion of the sale.
3. **Pre-Auction Requirements.**
  - a. Auction Method
    - i. Auctioneer must recommend the auction method that is best suited for the type of property being sold.
    - ii. Auctioneer may recommend any method deemed necessary to accomplish the goal of obtaining a fair return of value, to include but not limited to, live/public auction, online/internet auction, and/or simulcast bidding.
    - iii. County reserves the right to reject the recommended method and require a specific method whenever deemed necessary.
    - iv. County reserves the right to select the location of all auctions.

b. Advertising

- i. Prior to each sale, Auctioneer must advertise the auction event.
- ii. All advertising must be approved by County.
- iii. Auctioneer must advertise in at least the following ways:
  1. Auctioneer must print a minimum of 1,000 two-colored sales brochures at least fourteen (14) days prior to the auction. Each brochure must identify the auction location, date, time, and terms and conditions, and must provide pictures of the items being sold. One hundred brochures must be provided to the Fort Bend County Purchasing Department and remainder must be mailed.
  2. Auctioneer must advertise at a minimum in the Houston Chronicle, Fort Bend Herald, Southwest Star, and India Herald newspapers once a week for two (2) weeks prior to the auction.
  3. Auctioneer must post an auction notice on the Auctioneer's website and the Houston Chronicle's website.
  4. Auctioneer must recommend and conduct an appropriate advertising process for sales that will be conducted entirely online.

**4. Auction Requirements.**

a. Setup/Display

- i. County shall organize all items to be sold.
- ii. Auctioneer must lot all items to be sold.
- iii. Auctioneer must be available during scheduled viewing times to assist with any questions or requests for information raised by auction attendees.

b. Event

- i. Auctioneer must provide all labor, equipment, and supplies necessary to prepare for and conduct each auction.
- ii. Auctioneer must ensure that all attendees are registered and receive a copy of the terms and conditions of sale.
- iii. County hereby agrees to sell the property to the highest bidder and to deliver titles of said property free of all liens and encumbrances.
- iv. Auctioneer will serve County so as to return the highest price possible for all County property.
- v. Auctioneer must settle any disputes that may arise among the buyers or between a buyer and County that pertains to a lot or lots purchased.
- vi. County will provide all security during auctions held on County property.
- vii. Auctioneer must provide a final auction sales report immediately following the auction. The report must include a registration list in bidder's number sequence including the name, address, and telephone number of the bidder. The report must contain an itemized listing of all items sold and must indicate the price received and the bidder number of the buyer.
- viii. Auctioneer must remit gross proceeds for the auction to County upon completion of auction, except credit card receipts which must be remitted within 72 hours of the completion of the auction.
- ix. After the sale of any titled vehicles, County will furnish the title application form and take the necessary steps to release the title.

5. **Performance.** Auctioneer will perform all services here in under the direction of the County Purchasing Agent.

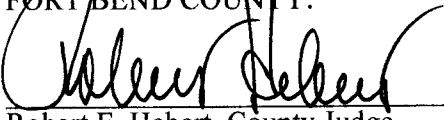
6. **Insurance.**

- a. Prior to commencement of the Services, Auctioneer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Auctioneer shall provide certified copies of insurance endorsements and/or policies if requested by County. Auctioneer shall maintain such insurance coverage from the time services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of services. Auctioneer shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
  - i. Commercial General Liability insurance on an occurrence form in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate. The policy shall protect the County and the Auctioneer from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Auctioneer's operations under this Agreement, whether performed by the Auctioneer itself or anyone directly or indirectly employed by Auctioneer. Such insurance shall provide coverage for premises operations, acts Auctioneer, and completed operations.
  - ii. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$500,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- b. County and the members of Commissioners Court shall be named as additional insured to all required coverage. All Liability policies written on behalf of Auctioneer shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

  
Robert E. Hebert, County Judge

5-25-2010  
Date

ATTEST:

  
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5-25-10

Dianne Wilson, County Clerk

Date

AUCTIONEER: ERNIE CROUCHER AUCTIONEERS # 7561

By: Ernie H. Croucher

Ernie Croucher

License No. 7561

2122 Country Mile Lane

Richmond, Texas 77469

281-341-9169

PS: Ernie Croucher Auction Agreement (Transportation): 3686