

Personal & Chattel Property Auction Agreement



The agreement made and entered into this 1 day of July, 2026 by and between

SELLER'S NAME: City of Mission

SELLER'S ADDRESS: 1201 E 8th St., Mission, Tx 78573

"Where Experience Matters"

hereafter called "Seller", whether one or more, and **GALINDO AUCTIONS LLC, MISSION, TX. 78573**, hereafter called "Auctioneer". **WHEREAS** Seller is the owner of certain property described below (or on separate lists which may be attached hereto and made a part hereof), which Seller desires to sell at public auction, and **WHEREAS**, Seller wishes to employ Auctioneer to effect the sale of said property, **NOW, THEREFORE, IN CONSIDERATION** of the mutual promises herein contained, it is agreed as follows:

1. **Right to sell:** Seller grants to Auctioneer the exclusive right to sell said property as is and where is for cash or other consideration as agreed to by the parties. Seller relinquishes his/her right to sell same. The seller agrees to deliver and sell at auction the items listed or described on attached [list(s)]. The seller further agrees not to remove any listed item(s) from the auction.

2. **Auction Service:** Auctioneer agrees to use their professional skill, knowledge, and experience to the best advantage in preparing and conducting the auction.

3. **Commission, Time, and Place of Sale:** Seller hereby employs Auctioneer to sell the aforesaid property at absolute auction on the August 8, 2026 at 10 o'clock AM. to the highest bidder without limit, favor or reserve. Seller agrees to pay Auctioneer a commission of 8% General Merchandise / 4% vehicles of the gross sales total or base of \$ 0 whichever is greater for which the property has been sold as compensation for managing, auctioneering and clerking the auction. All buy backs will be charged the seller's fee/PO FEE: 0.

4. Said auction to be held 11437 N Glasscock Rd Mission Tx 78573
Address City State Zip code

5. **Advertising:** It is understood and agreed that Auctioneer will set up and arrange at auctioneer's discretion timely advertising, which will be at the seller's expense and will be paid out of the proceeds of the sale. Final advertising will be at auctioneer's discretion. Cost \$100.00

6. **Insurance:** Seller agrees to provide and carry adequate liability insurance against any and all liabilities which may result on premises of Seller. Seller further agrees to indemnify and hold Auctioneer harmless from any claim, loss or damage as a result of said sale and to bear the risk of any loss or damage to any property included in said auction.

7. **Property:** Items to be sold at auction, include the following and listed: 2026 Annual Contract- Expiring December 31, 2026

Approved City Surplus Inventory to be sold Absolute with No Reserve to Highest Bidder

8. **Further seller's expenses:** Vehicles towed if approved to be taken from proceeds Contacts- Andy Garcia, Ryan Herber: 956-580-8180, Albert Cardenas: 956-293-4641

IF NONE WRITE NONE

9. **Further conditions:** City of Mission to run legal ads / Auctions to be Held as Needed by the City

IF NONE WRITE NONE

10. **Warranty:** The Seller (whether one or more), warrants, conveys and agrees that he/she/they/it has good title and right to sell said property and said property is free from all encumbrances, liens etc. Except as follows:

ITEM	MORTGAGE OR LIEN HOLDER	ADDRESS	APPROX. UNPAID BALANCE
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If none, write none, NONE. If said property or any part thereof is encumbered, Seller agrees that the sale proceeds from such property be paid jointly to said lien holder and Seller. UCC Lien Research also will be paid by seller.

11. **Merchantable Title:** Seller warrants and agrees to provide merchantable title to all items sold, to deliver good title to purchasers.

12. **Seller acknowledges** that Auctioneer and /or his agent(s) cannot accurately predict the price the property will bring at auction and Seller further acknowledges that Auctioneer and/or his agent(s) have not made any such assurances or predictions of price to the Seller or his/her agent(s).

13. **The Parties agree** that the exclusive course of action in any litigation or dispute concerning the enforcement of this agreement shall be by binding arbitration with the County of Hidalgo, State of Texas, and the Texas laws shall govern.

14. **The prevailing Party (s)** in any dispute arising out of the relationship undertaken through this agreement shall be entitled to an award of reasonable cost, arbitration, and fees incurred.

15. **Auctioneer will have 14 business days** from the conclusion of the auction to make settlement with proprietors of sale. Final settlement will be less all auction expenses such as auctioneers fee, advertising, permit fees, set up charges, lien surveys, bad or stop payment on checks /credit cards etc....

16. **Cancellation:** If seller cancels auction after 24 hrs. of signing, seller agrees to pay auctioneer all marketing and setup expenses incurred, and the commission previously stated in contract. (Auctioneer will assess the auction value). In case of postponement due to inclement weather, said auction will take place on a later date agreeable to both parties and any new advertising cost will be paid by seller.

17. **Removal of rubbish and debris:** auctioneer will not be responsible for removal of rubbish and/or debris.

18. **Seller and Auctioneer agree** that they have had the opportunity to review this Agreement and have had an opportunity to be advised as to its contents, requirements and liabilities, and have signed this Service Agreement fully understanding their respective rights, responsibilities and obligations as set forth herein.

19. The Auction Company assumes no responsibility for any damage, theft or shortages, before, during or after the Auction. The seller is responsible for securing the property after it has been offered by signing this contract.

20. The Auction Company also charges a Buyers premium to Buyers on all Sales.

21. Individual Auctioneers conducting the Auction are licensed by the Texas Department of Licensing and Regulation (TDLR), P.O BOX 12157, AUSTIN TX 78711 (512) 463-2906. TDLR's recovery fund may protect sellers and purchasers from any wrongful conduct by Auctioneer.

22. If Highest bidder does not accept or pay for sellers' property, it is mutually agreed that the seller takes it back with no recourse against the auctioneers.

23. **Termination for Convenience Clause:** There are no charges if an item needs to be removed from a sale held at Galindo Auctions Center.

WE ARE NOT RESPONSIBLE FOR LOSS, STOLEN OR DAMAGED ITEMS.

SELLER'S NAME

Ismael Galindo

AUCTIONEER AGENT

Ph: (956) 929-3623

Ph: (956) 451-4060

July 1, 2026

DATE

www.galindoauctions.com

galindoauctions@gmail.com

TELEPHONE

DATE

Jerry Galindo #13451