



HENDERSON AUCTIONS
2025 - 2026 ANNUAL ONLINE ONLY AUCTION AGREEMENT



OWNER City of West Monroe

REPRESENTATIVE Matthew Wilson

Physical Address 2305 N 7th Street

City, State, Zip West Monroe, LA 71291

Mailing Address

City, State, Zip

Phone 318-396-2600 ext. 1835

Email mwilson@westmonroe.la.gov

TERMS: BUYER: SUCCESSFUL BIDDER AT AUCTION | OWNER: SELLER AND CONSIGNOR OF AUCTION ITEM(S) | AUCTIONEER: HENDERSON AUCTIONS
CLOSING: THE COMPLETION OF TRANSFER OF OWNERSHIP TITLE OF AUCTION ITEM FROM OWNER TO BUYER.

This Auction Agreement is entered into by HENDERSON AUCTIONS of Livingston, Louisiana, hereinafter referred to as AUCTIONEER, and OWNER listed above Hereinafter collectively referred to as OWNER under the following terms and conditions:

Henderson Auctions agrees to conduct a public online-only auction sale of the items of property consigned by the OWNER.

Online Auction Bidding Open Date: TBD

Online Auction Bidding Closing Date: TBD

- (1). OWNER agrees to pay AUCTIONEER for the services rendered by AUCTIONEER a commission of 10 % of the gross receipts from all sales of the Property made during the effective period of this Auction Agreement whether such sales are made at public auction, by private sale or in any other manner. The effective period of this Auction Agreement will begin on the execution date of this contract and will continue Ninety (90) consecutive calendar days beyond the closing date of the auction. If for any reason, OWNER breaches this term and sells or causes to be sold any of the property described in this agreement, save and except through the AUCTIONEER, OWNER owes AUCTIONEER the agreed upon full commission based on fair market value of listed property plus a 25% penalty fee.
- (2). AUCTIONEER agrees to prepare all advertising material and publicity necessary to advertise and promote the auction and shall be paid the sum of \$ 0 for same. Special Terms of Sale can be found on Addendum A to this agreement.
- (3). \$50 Title Fee for each titled item.
- (4). \$25 Minimum Commission Fee on All Lots
- (5). OWNER and AUCTIONEER agree that all checks shall be made payable to HENDERSON AUCTIONS. AUCTIONEER will be allowed a period of 15 banking days from the sale date in which to remit OWNER's portion of the proceeds from said auction. OWNER agrees to release property once AUCTIONEER receives payment from the BUYER. AUCTIONEER will provide OWNER with a written itemization of Property sold, the selling price, and the actual dollar amount received, therefore. If OWNER is the high bidder on their own items, they will be subject to the same terms as any other BUYER and required to pay the Buyer's Premium that is listed in the Buyer's Terms of the Auction.
- (6). AUCTIONEER shall use OWNER's name and act on behalf of OWNER fully and to the same extent as OWNER could do personally, to execute all necessary deeds (if any), Bills of Sale, conveyances and other instruments of every nature necessary or appropriate to the carrying out the power of sale herein granted and the transfer of title to the Property herein described to the respective buyers thereof; provided, however, that AUCTIONEER shall not make or provide buyers or any other persons with any oral or written representations or warranties on OWNER's behalf relating to any items of Property, which Property shall be sold "AS IS, WHERE IS, AND WITH ALL FAULTS" in each instance.
- (7). OWNER hereby agrees to sell listed and advertised Property to the highest bidder and deliver to AUCTIONEER the Bill of Sale and Titles, free and clear of ALL liens and encumbrances.
- (8). OWNER promises and agrees that the listed Property (except where such Property will be located and auctioned off-site) will be available for viewing 10 days prior to the auction date, and in the event of a failure of OWNER to deliver said Property (except when caused by an event such as an Act of God, or theft of the Property) reasonably in advance of the auction date, or if OWNER shall materially breach this contract, said OWNER agrees to pay the full commission as provided above plus any other actual damages that may occur, including attorney fees and court costs, to AUCTIONEER directly due to OWNER's breach of this contract or unexcused failure to deliver. In such instance, the commission is to be based on the fair market value of said Property. In no event will AUCTIONEER be liable to OWNER for indirect, special, consequential or exemplary damages, including, but not limited to, losses of profits, business or opportunities.
- (9). AUCTIONEER shall have the right, after receiving their compensation as provided herein, to use the residual funds to the extent required to first pay true, verified liens, if any, which are shown in the exhibits attached hereto or which may be brought to their attention and which are not listed in said exhibits.
- (10). OWNER agrees to hold AUCTIONEER free from any damages or losses that may occur to equipment or merchandise while preparing for said auction, except in the case of gross negligence or willful misconduct by AUCTIONEER.
- (11). Default by BUYER. In the event of default by the BUYER, including failure to pay for items at close of Auction:

- a. AUCTIONEER, at his sole discretion, may terminate this Agreement with no further obligation on the part of the OWNER or AUCTIONEER, in which case the Auction items that are not paid for would remain in the possession of the OWNER; OR AUCTIONEER, at his sole discretion, may continue to market the Auction items until the expiration date of the Agreement, applying all terms and fees set forth in the Agreement.
- b. OWNER, in cooperation with AUCTIONEER, may seek specific performance against BUYER for the enforcement of BUYER's obligations under Louisiana Law, including but not limited to the payment of the Purchase Price.
- c. OWNER shall not be entitled to any other remedy except as set forth above.

This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties and it shall not be changed except by a written document signed by both parties.

This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, successors and assigns.
I have read, understand, and agree to the above terms and conditions.

OWNER City of West Monroe

REPRESENTATIVE Matthew Wilson

By: Title: Finance Director
DocuSigned by:

Date: 8/12/2025

By HENDERSON AUCTIONS: Jason M. Bush

Date: 8/12/2025

Executed with a stated effective period ending 90 days from the scheduled Auction date.



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ADDENDUM A

Henderson Auctions agrees to conduct a public online-only auction sale of the items of property consigned by the OWNER.

Online Auction Bidding Open Date: TBD

Online Auction Bidding Closing Date: TBD

Address Location of auction items (if different than physical address):

Address: _____ City, State, Zip _____

SPECIAL TERMS:

OWNER IS SELLING ITEMS ABSOLUTE:

- ALL ITEMS WILL BE SOLD ABSOLUTE, NO RESERVE, TO THE HIGHEST BIDDER.
- IF THE OWNER IS THE HIGH BIDDER ON THEIR OWN ITEMS, THEY WILL BE SUBJECT TO THE SAME TERMS AS ANY OTHER BUYER AND REQUIRED TO PAY THE BUYER’S PREMIUM THAT IS LISTED IN THE BUYER’S TERMS OF THE AUCTION.

OWNER IS SELLING ITEMS WITH A RESERVE:

- THE OWNER WILL SUBMIT A LIST OF RESERVED ITEMS WITH THE RESERVE AMOUNTS TO THE AUCTIONEER NO LATER THAN TWO WEEKS BEFORE THE AUCTION.
- IF THE OWNER IS THE HIGH BIDDER ON THEIR OWN ITEMS, THEY WILL BE SUBJECT TO THE SAME TERMS AS ANY OTHER BUYER AND REQUIRED TO PAY THE BUYER’S PREMIUM THAT IS LISTED IN THE BUYER’S TERMS OF THE AUCTION.
- A "NO-SALE FEE" IN THE FOLLOWING AMOUNT WILL BE ASSESSED SHOULD THE RESERVED ITEM(S) NOT SALE:

\$3,000 - \$5,000 – FLAT FEE OF \$200
\$5001 - \$20,000 – FLAT FEE OF \$400
\$20,001 - \$100,000 – FLAT FEE OF \$600
\$100,001 - up – FLAT FEE OF \$1000

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