



UMBRELLA INTERNET AUCTION AGREEMENT

This Umbrella Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc. ("Auctioneer"), together, the Parties. For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, www.purplewave.com, as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1 (or any other Property made available to Auctioneer for sale on a subsequent Property list) as set forth below.

Attest

Member

TERM: The term of this Agreement shall be through the end of the calendar year of the year last signed below. In the event this Agreement is signed after September 15 in any calendar year, the term shall be the end of calendar year following the year in which this Agreement is signed. _____ day of _____ 20____

SELLER INFORMATION: Customer No. (if known): 205975 Segment/Industry: Government
Company Name: Muskogee County Health Department
Representative Name: Amanda Hoover Representative Title: Administrative Assistant
Street: 530 S. 34th Street
City: Muskogee State: OK ZIP: 74401
Phone: 918.912.2151 Alt. Phone: _____ Email: amandach@health.ok.gov

SETTLEMENT PAYMENT INSTRUCTIONS: Auctioneer will distribute Auction Proceeds within 15 business days of an auction date as instructed by the Seller in the Settlement Payment Instructions.

Internal Use Only
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SELLER FEES: Seller will pay a listing fee of \$100 per lot. If applicable, Seller will also pay a service fee(s) of 0 % of the winning bid(s). Other waived lot fee

ENCUMBRANCES: Seller owns and has the authority to sell the Property without consent of any third party and without condition. The Property is not subject to any liens or secured lines of credit. Seller will notify the Auctioneer any future encumbrance or lien on the Property prior to the start of any Auction, will ensure Property is or will be free and clear of encumbrances or liens before conclusion of the Auction, and authorizes the Auctioneer to work directly with the encumbering party to clear the encumbrance. Auctioneer, at its discretion, may perform title, lien, or UCC searches to confirm encumbrance status on the Property or Seller. The Seller has no recent, current, or pending bankruptcy, lawsuit, tax lien or any other circumstance that could result in another party making a claim against the Property or the auction proceeds and will notify Auctioneer prior to the start of any Auction should such circumstance arise.

SIGNATURES: The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying Exhibit 1 and listing sheets, updated Property list(s), Settlement Payment Instructions, and other addendums, if any, is the entire Agreement between the Parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. The representatives below have authority to commit the Parties contractually and agree to the Agreement including the Terms and Conditions on Page 2.

Seller: Martha Laughlin Signature Martha Laughlin Printed Business Mgr Title 7-21-21 Date
Auctioneer: _____ Signature Rachel Houglund Printed Sales Coordinator Title _____ Date

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26 day of July 2021
Chairman: [Signature]
Member: [Signature]
Member: _____
Attest: Polly Irving by [Signature]
County Clerk

Internet Auction Agreement Terms and Conditions

THE AUCTIONEER WILL DO THE FOLLOWING:

1. Exercise best professional judgement and effort to lot, market, and auction the Property in a manner most likely to yield the best net sales prices under the circumstances
2. Use best efforts to qualify bidders and collect payments
3. Collect and remit sales taxes according to state regulations
4. Coordinate transfer of title between Seller and Buyer
5. Send Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
6. Follow applicable laws and regulations and obtain any necessary permits, bonds, and insurance

EXCLUSIVE LISTING Seller will withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction.

USE OF WEBSITE The Property will sell in an Internet-only auction on Auctioneer's website www.purplewave.com. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer promptly. Seller agrees Auctioneer will post the Auction results on Auctioneer's website.

TITLES Seller authorizes Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction, including bills of sale, titles, or requests for duplicate titles.

RIGHT TO POSTPONE In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

PROPERTY CONDITION The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. Seller will accurately disclose all Property information and condition and represents that equipment is in safe and working order unless specifically disclosed otherwise in the description. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the condition of the Property except in situations where Auctioneer is at fault and the Seller shall otherwise assume full responsibility for such losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder.

UNRESERVED AUCTION The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on www.purplewave.com and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer.

THE SELLER WILL DO THE FOLLOWING:

1. Provide representative to host inspections, answer bidder questions, and coordinate release of Property to Buyer
2. Ensure Property is in safe working order or if not, disclose working condition of Property in disclosures and to the Auctioneer
3. Ensure Property has no encumbrances/liens prior to Auction
4. Provide transferable title or ownership documentation
5. Report to Auctioneer promptly missing or incorrect information on www.purplewave.com or auction advertising
6. Refrain from shill-bidding (bidding on your own assets)
7. Release Property to Buyers providing 'paid-in-full' invoice

SHILL BIDDING PROHIBITED It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is the declared winner bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Commission and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

COLLECTIONS Auctioneer will use its best efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. Auctioneer will collect and remit sales taxes in accordance with state and local regulations. Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the Auction Proceeds.

COMPENSATION Seller agrees to pay Auctioneer the Seller fee previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer may collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

RELEASE TO BUYERS Auctioneer will send a copy of the "paid invoice" to the Seller upon collection of payment and Seller will release Property to the winning bidder once invoice has been paid in full. When requested by Seller, Auctioneer will provide best efforts to resolve Property removal issues between winning bidder(s) and Seller.

NON-DISPARAGEMENT Seller agrees not to disparage Auctioneer, its employees or agents, in any way, through verbal, written, or digital formats. The non-disparagement includes, but is not limited to, negative online reviews and negative public or private comments on any social media platforms. Seller authorizes immediate removal from any platform in the event this paragraph is violated.

JURISDICTION This Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original.

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