



AUCTION PURCHASE AGREEMENT - BUSINESS

The undersigned Purchaser hereby agrees to purchase and the undersigned Seller hereby agrees to sell the following property, known as Jerry's Tree Service and Landscaping in the County of Lucas, State of Ohio at a total cash price of \$ _____ and upon the following terms and conditions:

\$ _____	Earnest money paid to <u>Pamela Rose Auction Company, LLC</u> with this offer and to be deposited in the <u>Pamela Rose Auction Company, LLC</u> Trust Account upon acceptance.
\$ _____	Balance of funds in cash at Closing.
\$ _____	Total Cash Purchase Price.

The Purchaser acknowledges that this Auction Purchase Agreement is being executed as a result of Purchaser being the highest bidder at an Auction conducted this date by Pamela Rose Auction Company LLC ("Auctioneer") and that the total Contract Purchase Price set forth above is, by agreement and as disclosed prior to commencement of the Auction, Ten Percent (10%) higher than the amount Bid by Purchaser to reflect a "Buyer's" premium for the property. Purchaser acknowledges that the payment of the "Buyer's" premium does not constitute Auctioneer or Pamela Rose Auction Company, LLC as the agent of Purchaser.

ALSO INCLUDED: Business Name, Business Phone, Trucks, and All Equipment - See Attached Equipment List

- Possession to be given: [X] at closing.
- Seller agrees to pay Pamela Rose Auction Company, LLC as stated in the Listing Agreement, which sum shall be paid upon closing.
- In the event Purchaser shall default in the payment of any sums due hereunder or fail to close the purchase of the property without default on the part of the Seller, Seller may pursue all legal or equitable remedies available to Seller. Deposit shall be forfeited per Agreement for Non Refundable Deposit.
- It is understood between the Seller and Purchaser that no verbal agreements or understandings are binding in any manner whatsoever upon the parties hereto. Time is of an essence and closing is to be held on or before **Monday, May 8, 2017**.
- Seller and Purchaser acknowledge that unless otherwise provided in this Agreement, the deposit/s set forth herein shall be deposited into non-interest bearing Trust Account and that in event of a default by either party, such deposit shall continue to be held in the Pamela Rose Auction Company, LLC Trust Account or entity specified above, until the earlier of (a) mutual agreement and direction of the Seller and Purchaser; (b) disposition has been ordered by a final court order.
- Additional Terms: Seller will provide Bill of Sale at closing and any titled vehicles to be transferred at the time of closing (no title on 4-wheeler).

Licensed by the Ohio Department of Agriculture, or is bonded in favor of the State of Ohio and any person aggrieved by Auctioneer's action, may initiate a claim against the Auction Recovery Fund created by Section 4707.25 of the Ohio Revised Code.

This Purchase Agreement is entered this _____ day of _____ 2017.

_____ Purchaser	_____ Purchaser
_____ Printed Name/s of Purchaser	_____ Purchaser's Address
_____ Purchaser's Phone Number	_____ Purchaser's Attorney
Received Earnest Deposit of \$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Other _____	By _____ (date)

This Offer To Purchase accepted this _____ day of _____ 2017.

_____ Seller	_____ Seller
_____ Printed Name/s of Seller	_____ Seller's Address
_____ Seller's Phone Number	_____ Seller's Attorney
_____ Co-Operating Selling Broker	_____ Co-Operating Listing Broker

Inventory List

Jerry's Tree Service and Landscaping

Ropes

- Bull, Climb, and Working
- 1 Large and 1 Small Porter Wraps
- Shovels, Rakes (Yard signs – 100 plus)

Saws (All are Stihl Saws)

- 880 Leaf
- 200T – 1 Stihl Blower
- 201
- Ground Saws “few” “can hook – log roller”
- Pole Saws
- Hand Saws
- Numerous Saw Parts

Chains (Extra Parts)

- (1) Oregon Chain Sharpener Electric
- (1) Chain Breaker and Assembler
- Some Safety Gear

(2) Complete Sets of Climb Gear

Pulleys, (2) Snatch Blocks

Throw Ball and Line

Miscellaneous Tree Gear, i.e. Wedges, Pulleys, etc.

Vehicles

- 1993 Top Kick Truck with JIB 55 Ft., 14 ft. Bed, Diesel, Cat Crane with Many Straps, and Tongs, 51,340 Original Miles “City”, Manual Transmission, 5 Speed
- 1991 Top Kick Forestry Truck, 55 ft. Reach, with Chip Box, 172,588 Miles, Cat Diesel, Automatic
- 1991 Top Kick Flat Bed 14 Ft. State Truck, 60,000 Original Miles, All Interchangeable and Compatible with Each Other, Automatic Transmission
- 2009 Bandit 150, 12 Inch Chipper, Cat Diesel
- 2007 Honda 4 Wheeler with Trailer
- 2002 Dodge Gas Pick Up Truck, Automatic Transmission, Cab ½, 136,541 Miles, “Clean”, Sprayed Bed Liner, 8 Cylinder, 4 Wheel Drive with Tow Package and Ladder Rack

Seller Signature

Date

Buyer Signature

Date



Pamela Rose Auction Company, LLC
REAL ESTATE | AUCTIONEERS | CONSULTANTS

Business and Equipment RELEASE AGREEMENT FOR NON-REFUNDABLE DEPOSIT

Auction Purchase Agreement dated April 18, 2017 on property located at Jerry's Tree Service and Landscaping, I, We _____ Purchaser/s of said property hereby authorize Pamela Rose Auction Company, LLC to release the non-refundable deposit in the amount of \$_____ and to be released on the 9th day of May 2017.

Non-refundable deposit to paid 50% to the Seller/s and 50% to Pamela Rose Auction Company, LLC per the Purchase Agreement on said property. This release, being entered into by the undersigned parties, absolves Pamela Rose Auction Company, LLC, Pamela Rose, and their representatives and the undersigned parties from any further liability in regards to the non-refundable deposit.

Date

Date

Buyer

Seller

Buyer

Seller

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