

Michael Hoffman, Auctioneer
Contract for Sale of Personal Property at Public Auction

This agreement made and entered into this 21st day of August, 2003. I or we hereby grant unto Michael Hoffman, Auctioneer (Ohio license # 2002000102) herein referred to as such, or "Auctioneer", the exclusive right to sell at PUBLIC AUCTION, for the highest and best bid, all the personal and chattel property belonging to us as generally described below:
Surplus Equipment including Police Vehicles, lawn equipment, 1/2 ton pickup truck, Ford 1-ton Dump truck, bicycles
Itemized list to be attached

said personal and chattel property is located at: 460 Rocky Fork Blvd
City/County/State: Columbus OH
Sale of the above-described property by auction shall be conducted at: 460 Rocky Fork Blvd
on the following date(s): October 4th 2003 10:00 AM
Terms of sale of personal and chattel property: cash or personal check
That the items of chattel property to be sold are encumbered by certain liens as described below:

I or we agree to pay Michael Hoffman, Auctioneer, a commission of 5 percent of the gross proceeds of such auction.
Advertisement paid by: City of Gahanna
Setup services paid by: City of Gahanna
Packing, Loading, Hauling, Storage Services paid by: N/A
Facility services paid by: City of Gahanna to supply
Clerking, Cashier, Ringman services paid by: City of Gahanna
Checks payable to: Auctioneer
Check acceptance services paid by: Auctioneer
Debris sorting, gathering, loading and disposal services paid by: N/A
Court & Case Number: Resolution # ORD 0179-2003

Further conditions: (if none, state none)
~~N/A~~ City to supply off-duty police officer for security. Expenses not to exceed \$900.00

I, or we, hereby warrant that I am, or we are, the sole owner(s) of the personal and chattel property specified except as otherwise noted and therefore accept responsibility for collection of all non-cash proceeds of this auction, and agree that all expenses incurred for the advertisement, promotion and of conducting said auction as above agreed, shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any of the described liens or encumbrances. Any checks payable to the Auctioneer entitle the Auctioneer to any interest earned from those funds until those funds are transferred from Auctioneer's Trust Account. The Auctioneer, his staff and registered absentee bidders may participate in the auction to buy items by bidding competitively, thus the Auctioneer is a dual agent in these instances. The Auctioneer will be provided proper access and utility to the aforementioned property for necessary inspection, preparation, day-of-auction and any follow-up activities.

I, or we, have read the foregoing contract and understand the contents thereof; I, or we, further represent that the statements herein made by me, or us, are true to the best of my, or our, knowledge; that this contract contains and sets out the entire agreement of the parties unless amended by a form signed by all parties to this contract. It is mutually agreed that this contract shall be binding and obligatory upon the undersigned, and the separate heirs, administrators, executors, assigns, and successors in interest of the undersigned (Owner/Representative's Name, Address, Telephone).

Owner/Representative Signature: _____ Printed Name: _____ Phone #: _____

Address: _____

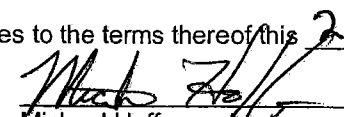
Owner/Representative Signature: _____ Printed Name: _____ Phone #: _____

Address: _____

Make Net Proceeds Check Payable to: _____

Mail Net Proceeds Check to: _____

The undersigned accepts this Contract for Sale of Personal Property at Auction and agrees to the terms thereof this 21st day of August, 2003.


Michael Hoffman, Auctioneer