

RESOLUTION NO. 60-2009

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH EDDIE PFISTER, JR. AND EDDIE PFISTER III FOR AUCTIONEERING SERVICES

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Eddie Pfister, Jr. and Eddie Pfister III for auctioneering services for personal property at the Village of Richfield Service Garage, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 10/20/09

[Signature]  
President of Council

[Signature]  
Mayor

Dated: 10/20/09

ATTEST:

[Signature]  
Clerk of Council

10/6/09 9:30 a.m.

Resolution 60-2009  
EXHIBIT A

**Eddie Pfister Jr. & Eddie Pfister III**  
**Auctioneer-Liquidator-Buyer**  
**Licensed and Bonded**  
**8395 Oak Knoll Ct. North Royalton, Ohio 44133**  
**Phone: (440)582-3390**

09/14, 2009  
**UNIFORM PERSONAL PROPERTY AUCTION CONTRACT**

1. In consideration of your agreement to use your efforts to advertise, promote, and sell the personal property described below, I (or we) give and grant to you the exclusive right to sell the personal property described in the schedule attached hereto and made a part hereof. The sale shall be at public auction to be conducted at

Village of Richfield Service garage 3921 Bracketsville Road  
on the 14 day of September, 2009 at the highest and best bid.

2. I (or we) represent that I (or we) have full power to sell such personal property and that it is free and clear of all liens or other encumbrances except as listed below. I (or we) will save you harmless and indemnify you against any claims, demands, loss or damage you may suffer or incur because of any lien or encumbrance upon such property or because of any warranty or representation by me (or us) as to the character of such property at the time of sale or otherwise.

Liens and Encumbrances:

No liens or encumbrances

3. I (or we) agree to pay you a commission of 10 percent of the gross proceeds of such sale. Owner shall pay for the following expenses

Advertising

Such commission, and such expenses which I (or we) shall pay, shall be paid in full at the conclusion of the sale.

4. After the date hereof, I (or we) will not sell or remove from the premises any of such items of personal property. I (or we) agree to assist you in preparing such personal property for sale and to follow your directions as best I (or we) can. I (or we) will not interfere with the sale after it starts.

5. No modification or alteration of this agreement shall be effective unless made in writing. I (or we) hereby acknowledge receipt of a copy of this agreement.

Special Agreements: Auctioneer to supply all necessary clerks, runners, cashiers at his expense. Auction day.

Accepted by

Edward P. Pfister  
Auctioneer

\_\_\_\_\_  
Signature of Owners

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.