

Why do North Carolina governments utilize GovDeals?
GovDeals is a highly efficient, proven system that produces higher prices for clients.
Other North Carolina governments are using GovDeals with great success.

CITY

1) Aberdeen	95) Lake Lure
2) Ahoskie	96) Laurel Park
3) Albemarle	97) Lenoir
4) Angier	98) Lewisville
5) Apex	99) Lexington
6) Archdale	100) Lillington
7) Asheville	101) Lincolnton
8) Atkinson	102) Littleton
9) Atlantic Beach	103) Maggie Valley
10) Ayden	104) Manteo
11) Beech Mountain	105) Marion
12) Belmont	106) Matthews
13) Benson	107) Micro
14) Bessemer City	108) Mint Hill
15) Beulaville	109) Monroe
16) Black Mountain	110) Montreat
17) Blowing Rock	111) Mooresville
18) Boiling Spring Lakes	112) Morehead City
19) Boiling Springs	113) Morganton
20) Boone	114) Morrisville
21) Brevard	115) Mount Airy
22) Burgaw	116) Mount Olive
23) Burlington	117) Mount Pleasant
24) Canton	118) Murphy
25) Carolina Beach	119) Nags Head
26) Carrboro	120) Nashville
27) Carthage	121) New Bern
28) Cary	122) Newport
29) Catawba	123) Newton
30) Chapel Hill	124) Norlina
31) Charlotte	125) North Carolina League of Municipalities
32) Cherryville	126) North Topsail Beach
33) China Grove	127) North Wilkesboro
34) Clayton	128) Ocean Isle Beach
35) Clemmons	129) Oxford
36) Cleveland	130) Pikeville
37) Coats	131) Pine Knoll Shores
38) Columbus	132) Pinehurst
39) Concord	133) Pinetops
40) Conover	134) Pineville
41) Cornelius	135) Pittsboro
42) Creedmoor	136) Plymouth
43) Dallas	137) Princeton
44) Davidson	138) Raleigh
45) Dobson	139) Red Springs
46) Dunn	140) Richlands
47) Durham	141) River Bend
48) East Spencer	142) Rocky Mount
49) Eden	143) Rose Hill
50) Edenton	144) Roseboro
51) Elizabeth City	145) Roxboro
52) Emerald Isle	146) Rutherfordton
53) Faith	147) Sanford
54) Farmville	148) Selma
55) Fayetteville	149) Seven Devils
56) Forest City	150) Sharpsburg
57) Fuquay-Varina, NC	151) Shelby
58) Garner	152) Smithfield
59) Gastonia	153) Snow Hill

60) Gibsonville
61) Glen Alpine
62) Goldsboro
63) Granite Falls
64) Granite Quarry
65) Greensboro
66) Greenville
67) Grifton
68) Havelock
69) Henderson
70) Hendersonville
71) Hertford
72) Hickory
73) High Point
74) Highlands
75) Hillsborough
76) Holden Beach
77) Holly Springs
78) Hope Mills
79) Hudson
80) Huntersville
81) Indian Beach
82) Indian Trail
83) Jacksonville
84) Jonesville
85) Kannapolis
86) Kenly
87) Kernersville
88) Kill Devil Hills, Town of
89) King
90) Kings Mountain
91) Kinston
92) Kitty Hawk
93) Knightdale
94) LaGrange

COUNTY

1) Alamance County
2) Alexander County
3) Anson County
4) Beaufort County, NC
5) Bladen County Government
6) Brunswick County
7) Buncombe County
8) Burke County
9) Cabarrus County
10) Caldwell County
11) Camden County
12) Carteret County
13) Caswell County
14) Catawba County
15) Chatham County
16) Cherokee County
17) Chowan County
18) Cleveland County
19) Columbus County
20) Craven County
21) Cumberland County
22) Currituck County
23) Dare County
24) Davidson County
25) Duplin County
26) Durham County
27) Edgecombe County
28) Forsyth County
29) Gates County

154) Southern Pines
155) Southern Shores
156) Spencer
157) Spindale
158) Spring Lake
159) St. Pauls
160) Stallings
161) Statesville
162) Summerfield
163) Swansboro
164) Sylva
165) Tarboro
166) Thomasville
167) Topsail Beach
168) Tryon
169) Valdese
170) Vass
171) Wake Forest
172) Walnut Cove
173) Warsaw
174) Washington
175) Waxhaw
176) Waynesville
177) Weaverville
178) Wendell
179) Williamston
180) Wilmington
181) Wilson
182) Wingate
183) Winston-Salem
184) Winterville
185) Woodfin
186) Wrightsville Beach
187) Yadkinville
188) Yanceyville

38) Iredell County
39) Johnston County
40) Jones County
41) Lenoir County
42) Lincoln County
43) Macon County
44) Martin County
45) McDowell County
46) Moore County
47) Nash County
48) New Hanover County
49) North Carolina Association of County Commissioners
50) Onslow County
51) Orange County
52) Pasquotank County
53) Pender County
54) Person County
55) Pitt County
56) Polk County
57) Randolph County
58) Rowan County
59) Rutherford County
60) Scotland County
61) Stanly County
62) Surry County
63) Transylvania County
64) Union County
65) Vance County
66) Wake County

- 30) Granville County
- 31) Greene County
- 32) Guilford County
- 33) Harnett County
- 34) Haywood County
- 35) Henderson County
- 36) Hoke County
- 37) Hyde County

- 67) Warren County
- 68) Washington County
- 69) Watauga County
- 70) Wayne County
- 71) Wilkes County
- 72) Wilson County
- 73) Yadkin County

FEDERAL

- 1) USPS Mid-Carolina District
- 2) USPS Network Distribution Center - Greensboro

FIRE & RESCUE

- 1) Angier and Black River Fire Department
- 2) Blue Ridge Fire and Rescue
- 3) Bostian Heights Fire Department
- 4) Buies Creek Fire Department
- 5) Buncombe County Rescue Squad
- 6) Cherry Mountain Volunteer Fire Department
- 7) Community Volunteer Fire Department
- 8) Conway-Severn Rescue Squad
- 9) Corolla Fire and Rescue
- 10) East Bend Volunteer Fire Department
- 11) Enka-Candler Fire & Rescue Department
- 12) Falkland Volunteer Fire Department
- 13) Foscoe Volunteer Fire Department
- 14) Franklin Community Volunteer Fire Department
- 15) Guil-Rand Fire Protective Association
- 16) Gumtree Fire and Rescue Inc.
- 17) Haw Creek Fire and Rescue
- 18) Maury Volunteer Fire & Rescue
- 19) Maysville Volunteer Fire Department
- 20) Mecklenburg EMS Agency
- 21) Micro Volunteer Fire Department
- 22) Nu Care Carolina Ambulance, NC
- 23) Oak Grove Volunteer Fire Department
- 24) Ogden Volunteer Fire and Rescue Inc.
- 25) Pilot Knob Volunteer Fire Department
- 26) Piney Grove Volunteer Fire and Rescue Department
- 27) Rimer Volunteer Fire Department
- 28) Roanoke Island Volunteer Fire Department
- 29) Sauratown Volunteer Fire Department
- 30) Scuffleton Rural Fire Association Inc.
- 31) Shoals Volunteer Fire Department
- 32) Smith Grove Fire Department
- 33) South Fork Volunteer Fire Department, NC
- 34) Surf City Volunteer Fire Department
- 35) Swannanoa Fire Department
- 36) Vashiti Volunteer Fire Department
- 37) Zionville Volunteer Fire Department

HIGHER ED

- 1) Cleveland Community College

K-12

- 1) Alexander County Schools
- 2) Anson County Schools/ Child Nutrition
- 3) Asheville City Schools
- 4) Beaufort County Schools
- 5) Brunswick County Schools
- 6) Buncombe County Schools
- 7) Burke County School System
- 8) Carteret County Public School System
- 9) Catawba County Schools
- 10) Charlotte-Mecklenburg Schools
- 11) Cleveland County Schools
- 12) Craven County Board of Education
- 13) Cumberland County Schools
- 14) Dare County Schools
- 15) Davie County Schools
- 16) Edgecombe County Public Schools
- 17) Elizabeth City - Pasquotank Public Schools
- 18) Granville County Schools
- 19) Henderson County Public Schools
- 20) Hertford County Public Schools
- 21) Hoke County Schools
- 22) Iredell-Statesville Schools, NC
- 23) Jones County Schools
- 24) McDowell County Schools
- 25) Moore County Schools IT
- 26) Moore County Schools
- 27) Mooresville Graded School District
- 28) Nash-Rocky Mount Board of Education
- 29) Onslow County Schools
- 30) Orange County Schools
- 31) Pender County Board of Education
- 32) Person County Board of Education
- 33) Pitt County Schools, NC
- 34) Richmond County Schools
- 35) Roanoke Rapids Graded School District
- 36) Rutherford County Schools
- 37) Surry County Board of Education
- 38) Swain County Schools
- 39) Wake County Public School System
- 40) Warren County Schools
- 41) Winston-Salem/Forsyth County Schools

LAW ENFORCEMENT

- 1) Randolph County Sheriff's Office

OTHER

- 1) Burke Catawba District Confinement Facility
- 2) East Carolina Behavioral Health
- 3) Eastern Carolina Workforce Development Board
- 4) Martin-Tyrrell-Washington District Health Department
- 5) Mid-East Commission
- 6) New River Behavioral Health Care
- 7) Orange Person Chatham Mental Health
- 8) Randolph County Public Library
- 9) Southeastern Center for MH/DD/SAS
- 10) The Beacon Center

PUBLIC AUTHORITY

- 1) Eastern Carolina Regional Housing Authority
- 2) Goldsboro Housing Authority
- 5) Smoky Mountain Center
- 6) The Housing Authority of Winston-Salem

- 3) Hickory Conover Tourism Development Authority
- 4) Lincolnton Housing Authority

- 7) Western Highlands Area Authority

STATE

- 1) State of North Carolina

TRANSPORTATION

- 1) Alamance County Transportation Authority
- 2) Cape Fear Public Transportation Authority
- 3) Goldsboro-Wayne Transportation Authority
- 4) Person County Fleet Management
- 5) Raleigh Durham Airport Authority

- 6) Transportation Administration of Cleveland County
- 7) Triangle Transit
- 8) Western Piedmont Regional Transit Authority
- 9) Wilmington International Airport

UTILITY

- 1) Cabarrus County Water and Sewer Authority
- 2) Cape Fear Public Utility Authority
- 3) Coastal Regional Solid Waste Management Authority
- 4) Elizabethtown Public Works
- 5) Fayetteville Public Works
- 6) Greenville Utilities Commission
- 7) Handy Sanitary District

- 8) Metropolitan Sewerage District
- 9) Onslow Water and Sewer Authority
- 10) Orange Water and Sewer Authority
- 11) Robeson County Solid Waste
- 12) South Granville Water and Sewer Authority
- 13) Yadkin County Economic Development Partnership

FPO- Flexible Pricing Options talking points

Since 1999 GovDeals has offered the same 7.5% fee to its clients and remains strongly committed to this pricing today. This consistent and transparent pricing allows clients to choose GovDeals knowing they have the best rate available. The 7.5% fee allows GovDeals to provide difference-making services that produce the time proven best results, NET of fee, when compared to any other company or method of disposition. In 2004 GovDeals began reducing the 7.5% fee charged when an individual item sold for more than \$100,000, thus providing an instant discount on such items.

In November 2008 GovDeals introduced Financial Settlement Services (FSS). This is an **optional** service where the buyer pays GovDeals by credit card or wire transfer with a 5% premium charged to the buyer. GovDeals remits the winning bid amount and any taxes charged to the seller. At the seller's option, GovDeals can withhold its 7.5% fee when remitting. The vast majority of our new clients elect to use FSS and have their fees withheld, reducing the client's expense of approving and remitting fees back to GovDeals.

Some sellers choose or would like the option to pass fees on to the buyer to reduce or totally offset our fee. Before now, GovDeals did not provide a method for our system to support this, therefore our sellers had to collect such fees from buyers outside the transparency and all important audit trail built into the GovDeals system.

We now have system features in place to facilitate and manage distribution of our 7.5% fee, with or without the 5% FSS buyer premium, between you as seller and the winning bidder. Based on your choice, this will result in your fee being from 0 to 7.5% with your buyer paying from 0 to 12.5%. Bidders will clearly see any fees that will be added to a winning bid amount. Of course, any applicable taxes will also be displayed.

GovDeals Seller Fee - Admin Fee/Buyer Premium Distribution Options			
Seller Fee Range (0-7.5%)		Admin Fee/Buyer Premium Range (0-12.5%)	
2 ea. Non-FSS Fee Options - 7.5% total fee or administrative fee			
1	7.5% Seller Fee	0% Administrative Fee	
2	0% Seller Fee	7.5% Administrative Fee	
4 ea. FSS Fee Options - 12.5% total fee/premium combination			
1	7.5% Seller Fee	5% Buyer Premium	
2	5% Seller Fee	7.5% Buyer Premium	
3	2.5% Seller Fee	10% Buyer Premium	
4	0% Seller Fee	12.5% Buyer Premium	

Winning bidders have paid a 5% Buyer Premium for FSS transactions with little or no apparent reduction in net auction results since we introduced the FSS program in November 2008. We believe there are positive factors at play here: many buyers enjoy the convenience of paying online; GovDeals attracts a large targeted, focused bidder base that recognizes the value in the items sold on the site; and, the highly competitive end of auction activity GovDeals generates and promotes bidding above and beyond competitive results elsewhere. Therefore, when evaluating comparative solutions, it remains critical that you continue to focus on the **net** funds flowing back into your entity's account, as well as consider the costs associated with factors such as high bidder default rates. Subjectively, one might expect that bidders may take any buyer premium amount into account when bidding to win your items on GovDeals. Given the positive effect of the remarkably competitive bidder climate we continue to create, your results should remain far ahead of any other solution. GovDeals will continue to deliver the absolute best net results for your surplus and confiscated item sales, regardless of fee and fee structure. So, no matter how you distribute your surplus program's fees, **the most important decision you make will to be to choose GovDeals.**

GovDeals Introduction



Thank you for your interest in GovDeals. Completing this document will start the process of your entity joining thousands of other governments nationwide who have embraced the GovDeals solution. We have worked with many different clients from the largest to the smallest in their adoption of GovDeals and can offer advice and guidance if you desire it. We are only a phone call away.

Please review the attached sample Memo of Understanding, which is non-exclusive.

Once you have reviewed the Memo of Understanding (MOU); fill in the information requested below. **This information will be included in the Memo of Understanding and submitted for review.** Simply have the appropriate persons sign the finalized document and fax the signature page to Sales Support at 334-387-0519. For any questions or assistance, please feel free to contact us. We look forward to serving you.

Name of Governmental Organization _____

Mailing/Physical Address _____

City, State Zip _____

Name/Title of person that will approve and sign MOU _____

Contact Information:

Name/Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

Additional Contact (If Applicable) _____

Phone: _____ e-mail: _____

Send logo/seal to salesupport@govdeals.com

Are you a member of a county association or municipal league? _____

Sales Support
Phone: (866) 377-1494
Fax: (334) 387-0519
salesupport@govdeals.com

Online Auction Memo of Understanding (SAMPLE)

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and Client Name ("Client"), having its principal place of business at Address - City, - State, Zip Code.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **6.0** below:
- 2.1** Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
- Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
- 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
- Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
- 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
- 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
- Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from **Exhibit A** and enter selection below signature block on MOU page two (2).
- 4.0 Payment:**
- 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2** Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3** If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0** **Term of MOU**: This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0** **Terms and Conditions**: Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0** **Governance**: This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of **Client State**.
- 8.0** **Non-Exclusive Engagement**: This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: SAMPLE DOCUMENT

Signature: _____

Signature: SAMPLE DOCUMENT

Print Name: Robert L. DeBardelaben

Print Name: SAMPLE DOCUMENT

Title: President

Title: SAMPLE DOCUMENT

Date: _____

Date: SAMPLE DOCUMENT

Memo of Understanding Contact:

Attention: Sales Support
5907 Carmichael Place
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in **GovDeals Memo of Understanding- Exhibit A:**

Client Collects Proceeds

☐ Option A1 (7.5% Seller- 0% Buyer)

☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

☐ Option B1 (7.5% Seller- 5% Buyer)

☐ Option B2 (5% Seller- 7.5% Buyer)

☐ Option B3 (2.5% Seller- 10% Buyer)

☐ Option B4 (0% Seller- 12.5% Buyer)

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5%* fee which will be reduced according to the Tiered Fee Reduction Schedule (described below). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5%* fee but is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The client is only allowed to pass on to the winning bidder the amount charged to them based on the tiered pricing schedule above. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, any special fees and sales taxes, if any. By passing this fee on to the winning bidder, the client's effective fee is zero percent (0%). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5%* fee and the winning bidder pays a 5% Buyers Premium. **

Option B2: The Client pays a 5%* fee and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5%* fee and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays zero percent fees (0%) and the winning bidder pays a 12.50% Buyers Premium.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

- 1. When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%*) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, but less than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000.

*Subject to a minimum per asset/lot fee of \$5.00.

If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact: _____
(Person to receive checks and invoices) Name and Title

E-Mail Address: _____

Phone Number: _____

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

If payment will be made by paper check, please provide the following information:

Make check payable to: _____
Client's Legal Name

Mail check to: _____
Street Address / P.O. Box Number

City, State and Zip Code



Please check here *only* if Client elects to **NOT** allow GovDeals to deduct the GovDeals fees from proceeds due the client.

EXHIBIT C - Online Auction Memo of Understanding

Note- below are the client's Terms & Conditions for bidders that will be hyperlinked as a single electronic document to each online auction posted on the GovDeals site. A bidder must agree to each seller's conditions prior to the first online bid they place on every auction posted.

Your Logo Here

Client Name

City, State

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” Client Name (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

***Payment.** Payment in full is due no later than **five (5) business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Client Name**. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty. (This may be modified to not allow employees to bid.)