

**NORTH CAROLINA**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**CHATHAM COUNTY**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Rogers Auctioneers (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

**WHEREAS**, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on March 17, 2026, and end on May 1, 2026, unless terminated hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by the County, the County shall pay the Contractor an amount not to exceed the sum of \$950.00 for marketing, and a 5% seller's commission within thirty (30) days from receipt of proper invoice or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.
6. **Intellectual Property Owned by Contractor:** This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.

7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County  
Attn: County Manager  
Post Office Box 1809  
Pittsboro, North Carolina  
919.542.8200

Rogers Auctioneers  
Attn: Michael Rogers  
2148 Henderson Tanyard  
Pittsboro, North Carolina 27312  
919.545.0412  
rogersauctioneers@gmail.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
  - a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
    - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
    - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
    - iii. Failure to maintain the insurance required by this Agreement.
    - iv. Charging rates or fees in excess of those permitted under this Agreement.
    - v. Inefficient, or unsafe practices in providing Services.

vi. The material breach of any provision of this Agreement.

b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms>. A hard copy of the Terms and Conditions is available upon request.

19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in their official capacities with legal authority to do so.

**CHATHAM COUNTY**

By: \_\_\_\_\_  
Bryan Thompson, County Manager

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  
\_\_\_\_\_  
Roy Lynch, Finance Director

## APPENDIX 1

### SCOPE OF WORK:

**PROJECT NAME:** Auction for surplus property

**SCOPE OF SERVICES:** Auctioneer warrants: a) to prepare and conduct the auction to Seller's advantage; b) to provide the equipment, material, and labor necessary for the auction, at Auctioneer's expense, except as provided herein; c) to receive, disburse, and account for the auction proceeds; d) to do all other things herein agreed. See Appendix 2 for additional details.

**TOTAL COMPENSATION:** - County shall pay the Contractor an amount not to exceed the sum of \$950.00 for marketing, and a 5% seller's commission within 30 days from receipt of a proper invoice, or as otherwise set forth in Appendix 2.

**COMPLETION DATE:** May 1, 2026

## APPENDIX 2

**Property.** (a) The property is located at **811 Renaissance Dr., Pittsboro, NC** and itemized on an attached "Addendum A/Catalog". (b) Auctioneer will have full access to the property, beginning on XXX, 2026.

**Auctioneer Warrants.** Auctioneer warrants: (a) to prepare and conduct the auction to Seller's advantage;

(b) to provide the equipment, material, and labor necessary for the auction, at Auctioneer's expense, except as provided herein; (c) to receive, disburse, and account for the auction proceeds; (d) to do all other things herein agreed.

**Seller Warrants.** Seller warrants: (a) to lawfully own and possess the property, or otherwise be vested with the right to sell it and receive the proceeds; (b) to immediately convey possession and merchantable title of

ownership to all buyers; (c) the property does not include dangerous, hazardous, harmful, or illegal substances, has no hidden latent or patent defects, and poses no environmental, health, safety, or other hazard; (d) full compliance with all requirements of the Code of North Carolina, United States Code, and all other applicable rules of law and regulations, whether local, state, or federal, to permit the sale of the property; (e) not to interfere with Auctioneer's work; (f) the property is not subject to the Bulk Sales Act unless disclosed by Seller in a written notice attached to this contract giving all details; (g) the property is not subject to any lien, security interest, dispute of title, or other encumbrance, unless disclosed in a written notice attached to this contract giving all details; (h) to assist in preparing the property for auction, as requested by Auctioneer, and do those things deemed necessary by Auctioneer to present the property in the most favorable light; (i) to accurately represent the property, including, but not limited to, its description, type, composition, quality, condition, and value; (j) to not bid on the property, either directly or indirectly; (k) to do all other things herein agreed.

**Auctioneer's Discretion.** (a) Auctioneer may organize the property into separate lots for sale and use discretion to do what is deemed appropriate to affect an advantageous sale.

(b) Auctioneer may decline to sell any property Auctioneer deems unsuitable for sale.

(c) Auctioneer may accept consignments (d) Auctioneer shall have custodial rights to the property for purposes of arresting and convicting TRESPASSERS.

### **No Guarantee.**

Auctioneer makes no guarantee of any outcome or result from the auction.

**Seller's Choice.** Seller understands the auction can be conducted *with reserve* (i.e., minimum acceptable lot prices pre-set by Seller), or *without reserve* (i.e., each lot sells to highest bidder regardless of price). Seller has chosen to sell the property ***without reserve***.

**As Is, Where Is.** The property will be sold "As Is, Where Is" with no warranties, either expressed or implied, except as provided herein or by law.

**Date, Time, and Location.** The auction will be conducted by Online-Only Bidding with check out by

**April 9, 2026**, at above referenced location.

**Marketing.** (a) Auctioneer may market the property, as it deems advisable. (b) Seller will pay Auctioneer a nonrefundable marketing cost of up to **\$950.00** to be deducted from gross proceeds, and Seller's written permission will be obtained before any other cost is incurred for Seller's account beyond this amount (c) Auctioneer may advance such cost and Seller will fully reimburse Auctioneer within thirty days of the advance, or at settlement, whichever is sooner. (d) Seller's name or name of deceased may be used in any marketing to promote the auction. (f) Auctioneer has the right to place auction signs on the property to further advertise the auction, and it may remove other signs at its discretion.

**Seller's Expenses.** (a) In addition to all costs related to marketing, Seller is solely responsible for the following costs:

**\*\* Any expense for titles, loading (If Auctioneer provides \$500/day), repairs, batteries, etc., to be discussed with Seller before work is done.** All items should be operational before preview (If applicable)

(b) If Auctioneer advances any amount to pay expenses for Seller, Seller will fully reimburse Auctioneer within 30 days of the advance, or at the conclusion of the auction, whichever is sooner. (c) Anything left (trash, unclaimed items) after buyers have been given adequate time for removal (usually 5 days) will be the responsibility of the Seller.

**Auctioneer's Commission.** (a) Seller will pay Auctioneer a selling commission of **5%** of the gross amount for which the property is sold, exclusive of sale's tax and buyer's premium (15%). (b) The selling commission and buyer's premium will also apply to the sale of any property made by Auctioneer, with Seller's approval, before or after the auction and the Auctioneer will retain buyer's premium as part of Auctioneer's fee

**Payments.** (a) Auctioneer may accept payment from buyers in the form of cash, major charge cards

typically accepted by Auctioneer, certified funds, bank checks, and personal checks with proper identification (b) Auctioneer will deposit all payments received in its bank trust account until settlement. (c) Auctioneer will make every effort to collect on any payment that is insufficient.

**Postponement.** (a) If the auction is postponed for any reason not caused by Auctioneer, Seller will immediately pay Auctioneer a reasonable sum to advertise and otherwise give public notice of the postponement.

(b) Auctioneer will have the exclusive right to conduct the subsequent auction of the property, and the parties will promptly reschedule the sale. (c) In the event the auction cannot be conducted within twenty days of the original date, it will be deemed canceled and Seller will immediately pay Auctioneer its full cancellation commission, as liquidated damages (see below).

**Accounting and Settlement.** (a) Auctioneer will provide Seller with a written accounting of all funds received and disbursed. (b) Auctioneer will disburse the net proceeds due to Seller after deducting and keeping its selling commission, buyer's premium, all costs chargeable to Seller, withdrawal commission, and any cancellation commission. (c) Auctioneer may deduct such sums as necessary to pay every creditor of Seller necessary to satisfy liens or other encumbrances against the property sold. (d) The clerking sheets, or other evidence documenting the property sold, will be available for Seller's inspection. (e) Auctioneer will account and make disbursement to Seller within 30 days after completion of the auction but may pay expenses of auction out of escrow account before final settlement.

**Risk of Loss and Insurance.** (a) Auctioneer, its administrators, agents, assigns, attorneys, beneficiaries, contractors, devisees, employees, executors, heirs, legatees, representatives, and successors in interest will not be responsible or liable for any loss or damage to the property regardless of cause including but not limited to, negligence, fire, theft, vandalism, act of God, or other casualty, damage, or destruction. (b) The risk of loss will remain exclusively on Seller until delivery of the property to the respective buyer(s) when the risk of loss will pass to the buyer(s); therefore, Seller is responsible for all security. (c) Auctioneer will not insure the property against loss.

**Hold Harmless and Indemnification.** To the extent permitted by law, the parties agree that a party at fault will hold the other harmless from, and indemnify the other against, any claim, action or suit, cost, damage, deficiency, expense, loss, or liability of every kind, including attorneys' fees and costs of defense, that the other incurs as a result of any act, error, negligence, omission, or wrongdoing attributable to the party at fault, and which arises out of the auction, the breach of any term of this contract, or the offering or sale of the property, except as otherwise provided herein.

**Binding Effect.** This contract is fully binding upon the parties and their administrators, agents, assigns, attorneys, beneficiaries, devisees, executors, heirs, legatees, representatives, and successors in interest.

**Choice of Law and Venue.** (a) This contract will be construed and governed solely in accordance with the laws of the State of North Carolina. (b) The exclusive venue for any controversy or claim between the parties will be the County of Chatham in Pittsboro, North Carolina.

**Partial Invalidity.** (a) If any term of this contract is later held illegal, invalid, or unenforceable, all other provisions will continue in full force and not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the contract. (b) In lieu of any illegal, invalid, or unenforceable provision, there will automatically be added to the contract a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be legal, valid, and enforceable.

**Entire Agreement.** (a) This contract contains the entire undertaking between the parties and there are no oral or written agreements, inducements, promises, representations, or warranties other than those expressly set forth herein. (b) A modification or waiver of any of the provisions of this contract will be effective only if made in writing and executed with the

same formality as this contract. (c) The failure of either party to insist upon the strict performance of any of the provisions of this contract will not be construed as a waiver of any subsequent default of the same or similar nature.

Each party acknowledges that it has read and fully accepted the terms of this contract and received a fully executed copy.

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**Seller(s) (print)**

**Seller(s) Seal** \_\_\_\_\_

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**Seller(s) Address**

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**Seller(s) Telephone No.**

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**Auctioneer/Auction Firm Agent (Seal)**

**Rogers Auctioneers, Inc. 2148 Henderson Tanyard Rd., Pittsboro, NC 27312**

## APPENDIX 3

### INSURANCE REQUIREMENTS

Worker's Compensation  
Statutory Limits

Automobile Liability  
\$250,000 bodily injury per person  
\$100,000 property damage

General / Professional Liability  
\$ 100,000 bodily injury per person  
\$ 500,000 bodily injury per occurrence  
\$ 100,000 property damage