



# DAILY AUCTIONEERS INC

3945 Saint Johns Terrace • Cincinnati, Ohio 45236

## COVID-19 ADDENDUM TO AUCTION AGREEMENT

This Addendum is made to, and is a part of, that certain Auction Agreement (the "Agreement"), dated as of \_\_\_\_\_, by and between:

Daily Auctioneers Inc.  
("Auctioneer")  
and

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ ("Seller").

1. The parties acknowledge and agreed that strict performance under the Agreement may be affected as a consequence of the COVID-19 pandemic, and associated restrictions and precautions, and, that, notwithstanding any delays or disruptions, the Agreement is, and will remain, in full force and effect for the duration of social distancing restrictions, and thereafter. The parties further acknowledge and agree that performance under the Agreement may be suspended, but will not be discharged or relieved, during such time as performance may be impossible or impracticable, provided, however, that the suspension of performance shall be of no greater scope and of no longer in duration than is required by law and/or public safety, and for a reasonable period thereafter. In addition to the foregoing, the following provisions will apply if checked:

To the extent that the Agreement provides for the Auction to be conducted exclusively online or as a simulcast event:

The parties agree that (i) the Auction will proceed exclusively online with no preview available to potential Bidders, and (ii) pick-up and delivery may be limited or delayed.

The parties agree that the Auction will be rescheduled to a time established by Auctioneer in Auctioneer's sole discretion unless a date is mutually agreed to by the parties.

To the extent that the Agreement provides for the Auction to be conducted exclusively as a live event, the parties agree that the Auction will be conducted exclusively online with no preview available to potential Bidders, and with limited or delayed pick-up. Additional online provisions are attached hereto and incorporated herein by reference.

2. In the event of a conflict or inconsistency between the terms of the Agreement and the terms set forth in this Addendum, the terms of this Addendum will control and will supersede the terms of the Agreement.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Addendum as of \_\_\_\_\_.

**SELLER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Entity Name)*

**AUCTIONEER:**

Daily Auctioneers Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Representative