

**RECIPROCAL MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**ALABAMA STATE BOARD OF AUCTIONEERS**

**AND THE**

**LOUISIANA AUCTIONEERS LICENSING BOARD**

The following Reciprocal Memorandum of Understanding shall become effective upon the approval and authorized signature of the Alabama State Board of Auctioneers, hereinafter referred to as the ASBA, and the Louisiana Auctioneers Licensing Board, hereinafter referred to as the LALB.

**WHEREAS** the ASBA and LALB have the authority and desire to enter into such a Reciprocal Memorandum of Understanding concerning the granting of nonresident auctioneer and apprentice auctioneer licenses; and

**WHEREAS** such a Reciprocal Memorandum of Understanding is in the public interest and for the mutual benefit of the citizens of the State of Alabama and the State of Louisiana,

**NOW, THEREFORE, IT IS UNDERSTOOD THAT AUCTIONEER AND APPRENTICE AUCTIONEER LICENSES WILL BE GRANTED TO RESIDENTS OF THE STATE OF ALABAMA AND THE STATE OF LOUISIANA UNDER THIS RECIPROCAL MEMORANDUM OF UNDERSTANDING ON THE FOLLOWING CONDITIONS:**

1. The ASBA will not require a Louisiana licensed auctioneer or apprentice auctioneer to take and successfully complete the Alabama written licensure examination if the licensee has successfully passed the licensing examination administered by the LALB, has an active Louisiana license in good standing, has no lawsuits or other legal action filed or pending against him in any state, is a resident of the State of Louisiana, meets all other requirements for Alabama licensure, makes application with the ASBA, and pays all applicable licensure, application or renewal fees to the ASBA as required under ALA. CODE § 34-4-25 and ALA. ADMIN. CODE r. 150-X-1-.02; provided, however, that if the LALB does not have an auctioneer apprenticeship program equivalent to the Alabama apprenticeship program, the licensee must have been licensed by the LALB for two (2) years prior to application for reciprocity in Alabama.
2. The LALB will not require an Alabama licensed auctioneer or apprentice auctioneer to take and successfully complete the Louisiana written auctioneer examination if the individual has an active Alabama auctioneer license in good standing, meets all other requirements for licensure in Louisiana, makes application, and pays all applicable fees to the LALB.
3. LALB licensees who meet the continuing education requirements of the State of Louisiana will be considered to have met the continuing education requirements of the ASBA. New

reciprocal licensees who have obtained their auctioneer or apprentice auctioneer licenses from the LALB by written examination within the twelve (12) months previous to the expiration of their Alabama reciprocal license will also be considered to have met the continuing education requirements for renewal of their Alabama reciprocal licenses.


4. Unless specifically precluded by statute in the State of Louisiana, ASBA licensees who meet the continuing education requirements of the State of Alabama will be considered to have met the continuing education requirements of the LALB. New reciprocal licensees who have obtained their auctioneer or apprentice auctioneer licenses from the ASBA by written examination within the twelve (12) months previous to the expiration of their Louisiana reciprocal license will also be considered to have met the continuing education requirements for renewal of their Louisiana reciprocal licenses.
5. The ASBA and LALB reserve the right to deny any application for a reciprocal auctioneer or apprentice auctioneer license in their respective jurisdictions for any reason other than successful completion of the written examination requirement if the applicant otherwise fails to meet the requirements for licensure in that jurisdiction.
6. LALB licensees shall file a statement with the ASBA certifying that they have read and agree to comply with all of the laws, rules and regulations of the State of Alabama. The statement shall contain an acknowledgment that the reciprocal licensee may be subject to disciplinary action for failure to comply with Alabama law and the ASBA's rules and regulations.
7. ASBA licensees shall file a statement with the LALB certifying that they have read and agree to comply with all of the laws, rules and regulations of the State of Louisiana. The statement shall contain an acknowledgment that the reciprocal licensee may be subject to disciplinary action for failure to comply with Louisiana law and the LALB's rules and regulations.
8. LALB licensees shall file an irrevocable consent with the ASBA that service of legal process on the reciprocal licensee arising from any auction activities of the licensee in the State of Alabama may be had by any resident of the State of Alabama by delivery of process on the ASBA.
9. ASBA licensees shall file an irrevocable consent with the LALB that service of legal process on the reciprocal licensee arising from any auction activities of the licensee in the State of Louisiana may be had by any resident of the State of Louisiana by delivery of process on the LALB.
10. This Reciprocal Memorandum of Understanding shall remain in full force and effect until terminated by one or the other party upon thirty (30) days written notice to the other party or revised with the consent of both parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

THIS RECIPROCAL MEMORANDUM OF UNDERSTANDING BECOMES EFFECTIVE

DATE: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Sandy Edmonds, Executive Assistant  
Louisiana Auctioneers Licensing Board

  
\_\_\_\_\_  
Keith E. Warren, Executive Director  
Alabama State Board of Auctioneers

RECIPROCAL AGREEMENT BETWEEN THE LOUISIANA AUCTIONEERS  
LICENSING BOARD AND THE ALABAMA STATE BOARD OF AUCTIONEERS

THIS AGREEMENT MADE AND ENTERED INTO BETWEEN THE ALABAMA STATE BOARD OF AUCTIONEERS AS CREATED UNDER THE PROVISIONS OF AN ACT PASSED BY THE ALABAMA LEGISLATURE IN THE 1973 SESSION, AND THE LOUISIANA AUCTIONEERS LICENSING BOARD AS CREATED UNDER THE PROVISIONS OF R.S 37:3101 - 37:3105 AND R.S. 37:3111 - 37:3123 AS AMENDED.

WITNESSETH:

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. THAT EACH LICENSING AUTHORITY WILL ACCEPT, IN LIEU OF THE QUALIFICATIONS OTHERWISE REQUIRED, THE LICENSE AS AUCTIONEER OR APPRENTICE AUCTIONEER ISSUED TO THE APPLICANT BY THE PROPER AUTHORITY OF THE RECIPROCATING STATE. THE ISSUANCE OF ANY SUCH LICENSE SHALL BE SUBJECT TO THE APPLICABLE PROVISIONS OF EACH STATES' RESPECTIVE LICENSING STATUTES AND AS FURTHER PROVIDED IN THIS "AGREEMENT".

2. EXPLICIT CONDITIONS REQUISITE TO OBTAINING A LICENSE ARE AS FOLLOWS:

(A) APPLICANT MUST BE A RESIDENT OF THE RECIPROCATING STATE IN WHICH HE HAS BEEN GRANTED A LICENSE;

(B) APPLICANT MUST BE LICENSED AND IN GOOD STANDING IN HIS RESIDENT STATE AND MUST SUBMIT DOCUMENTED PROOF OF SUCH STATUS;

(C) APPLICANT MUST SUBMIT A COMPLETED NON-RESIDENT APPLICATION FOR LICENSING, INCLUDING THE REQUIRED CONSENT TO SERVICE OF JURISDICTION, PROPER LICENSE FEE, AND THE APPLICABLE BOND;

(D) LICENSES GRANTED TO NON-RESIDENTS OF ALABAMA SHALL BE VALID FOR THE SALE OF PERSONAL PROPERTY ONLY AND SHALL BE SO NOTED THEREON;

(E) ANY PROVISION OF THIS "AGREEMENT" WHICH IS RULED BY A COURT TO BE IN VIOLATION OF EITHER STATES' STATUTE UPON ISSUANCE BY SUCH COURT SHALL IMMEDIATELY VOID THIS "AGREEMENT";

(F) ANY PROVISION OF THE VARIOUS ARTICLES AND SECTIONS OF THE LICENSE ACT AND LICENSE LAWS OF THE RECIPROCATING STATES WHICH IS RULED BY A COURT TO BE IN VIOLATION OF EITHER STATES STATUTES UPON ISSUANCE BY SUCH COURT SHALL IMMEDIATELY VOID THIS "AGREEMENT".

RESOLUTION OF ALABAMA STATE BOARD OF AUCTIONEERS

THE UNDERSIGNED, BEING ALL OF THE MEMBERS OF THE ALABAMA STATE BOARD OF AUCTIONEERS AS CREATED UNDER THE AUCTIONEER'S LICENSE ACT 811, PASSED BY THE ALABAMA LEGISLATURE IN THE 1973 SESSION, BY AFFIXING THEIR SIGNATURES HERETO, HEREBY CONSENT TO AND HEREBY TAKE THE FOLLOWING ACTION PURSUANT TO THE PROVISIONS OF SECTION 18, THE AUCTIONEERS LICENSE ACT.

THE FOLLOWING RESOLUTIONS AND ACTIONS ARE HEREBY CONSENTED TO AND ADOPTED:

RESOLVED THAT A RECIPROCAL AGREEMENT (SEE APPENDIX "A" ATTACHED HERETO) BE ENTERED INTO BETWEEN THE ALABAMA STATE BOARD OF AUCTIONEERS AND THE LOUISIANA AUCTIONEERS LICENSING BOARD, WHEREUNDER IT IS MUTUALLY AGREED THAT EACH LICENSING AUTHORITY WILL ACCEPT, IN LIEU OF THE QUALIFICATIONS OTHERWISE REQUIRED, THE LICENSE AS AUCTIONEER OR APPRENTICE AUCTIONEER ISSUED TO THE APPLICANT BY THE PROPER AUTHORITY OF THE RECIPROCATING STATE. THE ISSUANCE OF ANY SUCH LICENSE SHALL BE SUBJECT TO THE APPLICABLE PROVISIONS OF EACH STATES' RESPECTIVE LICENSING STATUTE AND AS FURTHER PROVIDED IN THE ABOVE MENTIONED "AGREEMENT."

IT IS FURTHER RESOLVED THAT EXECUTION OF SUCH "AGREEMENT" SHOULD BE IN CONJUNCTION WITH THE EXECUTION OF SAID "AGREEMENT" BY THE LOUISIANA AUCTIONEERS LICENSING BOARD, SO AS TO CREATE A MUTUALLY BINDING AGREEMENT.

IN WITNESS WHEREOF, THE UNDERSIGNED MEMBERS OF THE ALABAMA STATE BOARD OF AUCTIONEERS HAVE SET THEIR HANDS AND SEALS THIS 6TH DAY OF FEBRUARY, 1984.

LOUISIANA AUCTIONEERS LICENSING BOARD

Keith W. Bass  
CHAIRMAN

Loy J. Hedges  
VICE CHAIRMAN

James R. [Signature]  
MEMBER

Charles [Signature]  
MEMBER

Raymond J. [Signature]  
MEMBER

ALABAMA STATE BOARD OF AUCTIONEERS

John A. Horton  
CHAIRMAN

W. D. [Signature]  
VICE CHAIRMAN

Roy N. [Signature]  
SECRETARY

W. D. [Signature]  
MEMBER

[Signature]  
MEMBER

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HEREUNTO SET THEIR HANDS AND SEALS  
THIS 6TH DAY OF FEBRUARY, 1984.

LOUISIANA AUCTIONEERS LICENSING BOARD

Karl W. Goff  
CHAIRMAN

Larry J. Noldes  
VICE CHAIRMAN

Charles S. Rosato  
MEMBER

Terry R. [Signature]  
MEMBER

Kaylum F. Smith  
MEMBER

ALABAMA STATE BOARD OF AUCTIONEERS

John A. Horton  
CHAIRMAN

[Signature]  
VICE CHAIRMAN

Ray H. [Signature]  
SECRETARY

W. D. [Signature]  
MEMBER

[Signature]  
MEMBER