



## Bullitt County Public Schools

1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
www.bullittschools.org

MEMO

TO: Jesse Bacon 

FROM: Mark Mitchell 

DATE: July 3, 2018

RE: Board Agenda Item – Surplus Auction – Auctions ASAP

The Department of Facilities is requesting board approval to conduct a surplus auction on August 25, 2018 @ 9:00 a.m. We are requesting permission to use the professional services of Auctions ASAP. After meeting with Mr. Scott Edberg, owner of Auctions ASAP, we are confident that the auction will be marketed with the district's best interest in mind.

The contract for his services is attached for your approval. The terms consist of the district paying a commission of 15% of the gross sale price and all advertising expenses. Additionally, there will be a 10% buyer's premium added to the price of all items that will benefit the district. Auctions ASAP will prepare and submit advertising to the respective media sources through Landmark newspapers, social media advertisement, direct mail, Auction ASAP's website and other auction websites.

I recommend the Board's accept the contract with Auctions ASAP to conduct a surplus auction on August 25, 2018.

Attachment: Contract – Auctions ASAP





Asset Sales & Auction Professionals

## AUCTION CONTRACT FOR THE SALE OF PERSONAL PROPERTY AT AUCTION

Seller <b>Bullitt County Public Schools</b>	
Seller's Address (number and street, city, state and ZIP code) <b>1040 Hwy 44 East Shepherdsville Ky 40165</b>	
Telephone Number <b>502-869-8022</b>	
Auctioneer <b>SCOTT EDBERG P3305</b>	
Auctioneer's Address (number and street, city, state and ZIP code) <b>3506 Mt Washington Rd Taylorsville Ky 40071</b>	
Telephone Number <b>502-451-2010 opt 1</b>	
Auction Date <b>August 25, 2018</b>	Auction Time <b>9:00 a.m.</b>
Auction Location (number and street, city, state and ZIP code) <b>1148 B Hwy 44 East Shepherdsville Ky 40165</b>	
Lot(s) (Type address of real property being sold and attach legal description) <b>NA</b>	
Open House Date <b>August 25, 2018</b>	Open House Time <b>8:00 a.m. to 9:00 p.m.</b>
Check <u>one</u> of the following Auction Method Types and <u>have seller initial</u> in the space provided.  <input type="checkbox"/> <b>Reserve Auction:</b> A "Reserve Auction" means an auction in which Seller or an agent of Seller, reserves: (i) the right to establish a stated minimum bid; (ii) the right to reject or accept any and all bids; and (iii) the right to withdraw the Lot at any time prior to the completion of the auction by Auctioneer.  <input checked="" type="checkbox"/> <b>Absolute Auction:</b> An Absolute Auction" means an auction of property to which all of the following apply: (i) the property is sold to the highest bidder without reserve; (ii) the auction does not require a minimum bid; (iii) Seller, or an agent of Seller, is prohibited from bidding on the property sold at the auction, and (iv) Seller of the Lot cannot withdraw the Lot from auction after the auction is opened and there is public solicitation or calling for bids.  <b>WARNING: By selecting and initialing the Absolute Auction option above, Seller acknowledges and understands the risk of having property sold at an auction without reserve (i.e. absolute auction). Each Lot will be sold to the highest bidder without any limiting conditions, minimum, or upset price. Seller is absolutely committed to the sale, no matter what the level of bidding or Seller's notion of the property's true value. Seller has a bona fide intention to transfer ownership of the property to the highest bidder. Seller agrees and understands that Seller, and any agent of Seller, cannot bid on any Lots sold at an Absolute Auction.</b>	
Authorized Buyer's Premium percent ( <b>10</b> %)	Earnest Money Percentage percent ( _____ %)
Authorized Payment Types (Check all that apply) <input checked="" type="checkbox"/> Cash <input checked="" type="checkbox"/> Personal Check <input checked="" type="checkbox"/> Certified Check <input type="checkbox"/> Credit Card	
State (list state where Auction located) <b>Kentucky</b>	Contract Term (this Contract shall be effective this Date until) <b>9-25</b> 20 <b>18</b>

BAP

OK

**THIS AUCTION CONTRACT FOR THE SALE OF PERSONAL PROPERTY AT AUCTION** ("Agreement") is made effective this Date by and between Seller and Auctioneer who agree as follows:

1. Auctioneer's Authority and Exclusivity. Seller hereby retains Auctioneer to sell at auction the Lots designated herein by Seller. Seller has employed Auctioneer, and in consideration of Auctioneer's efforts to sell the Lots described, gives Auctioneer the **sole and exclusive** right to offer for sale, and to sell, for and on account of Seller, the Lots according to the terms and conditions set forth in this Agreement. Such exclusive right shall continue for the Contract Term, provided however, that if any closing on the sale of the Lots to transfer title to a winning bidder thereof has not taken place by the end of said Contract Term, it shall be extended to coincide with and terminate upon said closing. Auctioneer shall be entitled to its Professional Fee whether the Lots are sold at public auction or by private sale during the Contract Term.

2. Definitions. The following capitalized terms shall be defined as follows:

"Auction" shall be defined as each sale of a Lot.

"Gross Proceeds" are defined as the "Hammer Price" of Lots sold, plus any Buyer's Premium and applicable sales tax.

"Hammer Price" is defined as the amount of the highest winning bid accepted by Auctioneer.

"Net Proceeds" are defined as Gross Proceeds, less the Professional Fee, Buyer's Premium, and all taxes and expenses.

All other capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Section 1 through and including 5 above, and Section 8, and any applicable addendum attached hereto and incorporated herein.

3. Type of Auction. The Lots will be sold at the Auction pursuant to the Auction Method Type.

4. Sale of Lots. Seller agrees to sell the Lots in accordance with the terms of this Agreement. Seller has established any and all reserve amounts, if any, for the Lots only by noting in writing the Reserve Price for each Lot on the **Schedule of Reserve Addendum(s)**. All Lots shall be made available and open to allow inspection by potential bidders during all Open House Dates and Times. Each Lot will be sold "AS IS" "WHERE IS," and "WITH ALL FAULTS," unless Seller instructs Auctioneer otherwise in writing. Seller understands and agrees that Auctioneer makes no representation or warranty that the Lots will be sold. Auctioneer shall notify Seller of any Lot(s) remaining unsold

at the completion of the Auction. After completion of the Auction, Auctioneer shall have no further obligation to handle any unsold Lot(s), and Auctioneer shall have no liability whatsoever with regard to said Lot(s) remaining unsold.

5. Agency Relationship. Seller acknowledges and understands that Auctioneer is merely an agent of Seller and is not taking title or ownership of the Lots. Seller shall in all respects cooperate with the discharge of Auctioneer's obligations or duties under this Agreement and as required by applicable law of the State. Auctioneer is not engaging in a joint business venture, employment relationship, or partnership with Seller. Auctioneer is acting as an independent contractor free of supervision and control from Seller.

6. Place and Time of Auction. The Auction shall be held at the Auction Location(s), on the Auction Date(s), and at the Auction Time(s). If an **Internet Addendum(s)** is executed, the Auction may also be held by use of the Internet including live Internet broadcasting.

7. Signs. Auctioneer has the right to place a sign, as deemed appropriate by Auctioneer, at the Auction Location(s) and upon on the Lots being offered for sale pursuant to this Agreement for the Contract Term.

8. Conduct of the Auction. Auctioneer agrees to use at least the minimum level of professional skill, knowledge, and experience generally required of auctioneers licensed in the State to prepare for and conduct the Auction of the Lots. The Lots may be sold in one or more Auction(s), at one or more Auction Location(s), on one or more Auction Date(s), and at one or more Auction Time(s) during the Contract Term.

9. Terms and Conditions of Auction. Auctioneer shall determine and establish all terms, conditions, and procedures for bidding within Auctioneer's sole discretion. Auctioneer is authorized to solicit and accept absentee, phone, remote, and Internet bids, along with bids from the live audience.

10. Memorandum of Auction. Auctioneer is authorized to sign any memorandum of sale on behalf of and in the name of Seller, or in Auctioneer's own name, in connection with the sale of the Lots.

11. Auctioneer's Commission. Seller agrees to pay to Auctioneer the Professional Fee, as set forth in any applicable **Professional Fee Addendum(s)** or other fee agreement between the parties, as compensation for Auctioneer's services to be provided under this Agreement. The Professional Fee, if not otherwise paid by Seller to Auctioneer, may be deducted by Auctioneer from the Gross Proceeds realized from the sale of the Lots. No payment by Seller or receipt by Auctioneer of a lesser amount of the Professional Fee herein agreed shall be deemed to be

OK  
me

other than on account of the earliest agreed to Professional Fee, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as an accord and satisfaction, and Auctioneer may accept such check or payment without prejudice to Auctioneer's right to recover the balance of said Professional Fee or pursue any other remedy in this Agreement or at law or in equity.

12. Buyer's Premium: It is understood and agreed that Auctioneer is authorized to charge a Buyer's Premium to the successful bidder in the amount of Authorized Buyer's Premium. It is acknowledged and understood that the Authorized Buyer's Premium is paid to Auctioneer for Auctioneer's sole benefit.

13. Advertising Costs/Expenses. Auctioneer is authorized to place Auction advertisements in such media, including without limitation approved Internet sites and webpage, as Auctioneer selects, and provide necessary support, promotional assistance, supplies and materials as Auctioneer deems reasonably necessary to obtain the highest available bid for the Lots. Seller shall be liable and responsible, and shall pay for all costs and expenses incurred in advertising the Auction according to the **Schedule of Expenses Addendum(s)**. Seller acknowledges that the Schedule of Expenses is adequate and commercially reasonable. Seller further authorizes the placement of Seller's name and pictures of the Lots upon all such advertising material. Upon instruction of Auctioneer, Seller shall pay for such expenses directly to the provider, but shall reimburse Auctioneer to the extent that Auctioneer expends any amounts in discharge of Auctioneer's duties under or pursuant to that authority conferred on Auctioneer by this Agreement. In the event such reimbursement of expenses incurred according to the Schedule of Expenses is necessary, it shall be paid in cash or other certified funds: (i) to Auctioneer by Seller within a period of thirty (30) days after the expiration of the Auction; or (ii) at the election of Auctioneer, may be deducted by Auctioneer from the Gross Proceeds realized from the sale of the Lots.

14. Collecting Payments. The resulting contract for the sale of each Lot is between the winning bidder and Seller. Auctioneer shall not be responsible for collection of the purchase price in the event the winning bidder breaches the contract, refuses to pay, or any payment is subsequently dishonored for any reason. In these instances, Seller shall be responsible for collecting and pursuing the claim against the winning bidder.

15. Accepting Payment. Auctioneer is authorized to accept payments for each Lot sold in any Authorized Payment Type. Except as otherwise set forth in this Agreement, all auction proceeds shall be paid directly to Auctioneer and Auctioneer shall be responsible for the receipt of all funds. Auctioneer agrees to pay Seller the Net Proceeds from the sale of the Lots within thirty (30) days following the receipt of monies for the Lots. In addition, Auctioneer shall provide to Seller a Final Settlement Summary and Accounting

setting forth the Gross Proceeds received, expenses paid, and Net Proceeds available for distribution.

17. Interest Earned. Except as otherwise set forth in this Agreement, all monies received from the Auction shall be deposited in Auctioneer's trust account. Auctioneer shall have no duty to invest any monies deposited in an interest bearing account, but to the extent any interest earned on the proceeds held in the trust account, said interest shall be paid to the Seller.

18. Seller Cooperation. Seller agrees to and shall in all respects cooperate with and further the interests of Auctioneer, or others, in discharging Seller's duties under this Agreement, under any subsequent contract for the sale of a Lot, as required by any applicable statute or regulation, or by this Agreement, and shall refrain from all acts that would reasonably tend to interfere with Auctioneer, or others, in discharging said respective party's duties under this Agreement, under any subsequent contract for the sale of a Lot, as required by statute or regulation, or by this Agreement. Seller agrees to deliver a properly executed bill of sale and all other reasonably requested sale and/or title documents (unless otherwise specifically agreed to in a contract for sale) customary for the State conveying the Lot(s) to the winning bidder.

19. Priority. Seller agrees that Auctioneer's Professional Fee shall be paid first from the Gross Proceeds realized from the sale of the Lots, before the payment and satisfaction of any Lien Encumbrances.

20. Title to the Property. Seller represents and warrants to Auctioneer that Seller is the lawful, sole, and only owner of each Lot, and that Seller has good and marketable title thereto free and clear of all liens and encumbrances, except for the Lien Encumbrances, set forth on the **Liens Encumbrance Addendum(s)**. Seller makes the following representations and warranties to Auctioneer:

a. that title, quiet enjoyment, or possession of the Lots is marketable or can be conveyed upon sale of the Lots.

b. that any sale of the Lots will not violate any state and federal laws, rules, regulations, codes, orders, and statutes regarding the sale of the Lots and will not constitute a preferential transfer under the United States Bankruptcy Codes.

c. that upon delivery of the Gross Sale Proceeds provided herein, Seller will cause to be fully released any Lien Encumbrances, restrictions, options, charges and claims of any kind upon the Lots so as to have said Lots pass free and clear of all Lien Encumbrances, restrictions, options, charges and claims of any kind.

d. that if any of the Lots are automobiles or other vehicles that have odometers, that the

OK  
m

representations contained in the **Automobile Auction Addendum(s)** are true and correct.

21. **Bulk Sale Compliance.** Seller agrees that if the sale of the Lots is a "bulk sale", as that term is defined under applicable law, that Seller shall comply with all statutory requirements for such sales. Seller agrees to indemnify and hold Auctioneer harmless against all liability arising due to Seller's failure to adequately assist Auctioneer in any duty Auctioneer has in providing notice or other requirements under any said bulk sale law.

22. **Claims and Disputes.** Seller represents and warrants to Auctioneer that, to the best of Seller's knowledge, there are no lawsuits, proceedings, claims, or governmental investigations pending or threatened against Seller that relate to any of the Lots or would cause a lien or encumbrance upon any of the Lots.

23. **Fees or Commissions.** Seller represents and warrants that Seller has dealt with no finder, agent or broker other than Auctioneer in connection with the sale of the Lots and agrees that Auctioneer is not obligated to pay any fee or commission to any broker, finder, or other intermediary in connection with the Lots and will hold Auctioneer harmless against any claim for any said fee or commission.

24. **Damage to Lots.** Seller shall adequately insure all Lots to be sold at Auction at Seller's sole expense and Seller assumes all liability for loss by fire, theft, destruction or other damage to said Lots. Seller agrees to indemnify and hold Auctioneer harmless against such loss and also for loss on account of damage or injuries suffered by persons attending such auction.

25. **No Assumption of Liability.** Seller acknowledges and agrees that Auctioneer is merely an agent of Seller, and except as expressly agreed to herein, Auctioneer, its affiliates, agents, employees, officers, representatives or owners, do not assume and shall have no liability whatsoever to Seller or any bidder of any Lot for any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever made by Seller or as instructed by Seller, whether express or implied, oral or written, past or present or future, concerning or with respect to the value, nature, quality or condition of the Lots, including without limitation, the income to be derived from the Lots; the suitability of the Lots for any and all activities and uses which a winning bidder may conduct therewith; the compliance of or by the Lots or their operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; the habitability, merchantability, marketability, profitability, or fitness for a particular use or purpose of the Lots; the manner or quality of the construction or materials, if any, incorporated into the Lots; the manner, quality, state of repair or lack of repair of the Lots or any other matter with respect to the Lots. All representations, warranties, guarantees, promises or other statements made or any information provided by Seller concerning the Lots,

including but not limited to those contained in ads, brochures, website materials, signs, maps and sale day comments are made by Seller and shall not be verified by Auctioneer and may be qualified or marked by Auctioneer as "deemed accurate but not guaranteed by Auctioneer".

26. **Indemnification and Release.** Seller, and anyone claiming by, through or under the same, hereby fully and irrevocably releases and agrees to indemnify and hold Auctioneer, and its affiliates, agents, employees, officers, representatives or owners, harmless from and against any and all costs, loss, liability, damage, expense (including reasonable attorney fees – irrespective of whether suit is instituted), demand, action or cause of actions incurred by Auctioneer relating to the breach or alleged breach of any of Seller's obligations, representations, or warranties hereunder or relating to the Lots or the condition thereof; arising from or relating to any construction defects, errors, omissions or other conditions now existing or later discovered relating to the Lots, or any portion thereof. If Auctioneer is made a party to any litigation commenced as a result of this Agreement, the auction contemplated herein, relating to the breach or alleged breach of any of Seller's obligations or warranties hereunder, or any misrepresentations made by Seller which results in damage to Auctioneer, Seller shall, at Seller's expense, provide Auctioneer with legal counsel satisfactory to Auctioneer. These provisions and any and all other indemnification provisions of this Agreement shall survive the Contract Term of this Agreement.

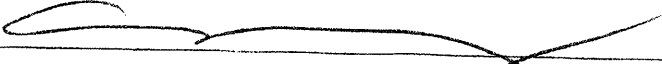
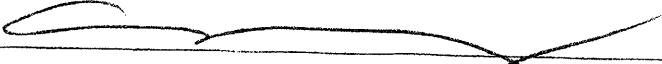
27. **Default by Seller and Remedies of Auctioneer.** The following events shall be deemed to be events of default by Seller under this Agreement: If Seller: (i) fails to make any payment of Professional Fees, Authorized Buyer's Premium, expenses or other sums payable by Seller under this Agreement when the same shall become due; (ii) fails to comply with any term, provision, or covenant of this Agreement, other than payment of Professional Fees, Authorized Buyer's Premium, expenses or other sums payable by Seller under this Agreement, and shall not cure such failure within ten (10) days after written notice thereof to Seller; or (iii) violates any provision of this Agreement of which Auctioneer has previously notified Seller. Upon the occurrence of any such default by Seller, Auctioneer shall have the option to pursue any remedies at law or in equity, including payment of a reasonable sum for Auctioneer's attorney fees.

28. **No Waiver.** The failure of Auctioneer to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as a forbearance or waiver by Auctioneer of any such terms or conditions, but the terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

29. **Additional Terms of Auction.** Any **Additional Terms Addendum(s)** is hereby incorporated herein in full and shall apply to the Auction.

OK  
m

## PROFESSIONAL FEE ADDENDUM

Seller <b>Bullitt County Public Schools</b>	
Seller's Address (number and street, city, state and ZIP code) <b>1040 Hwy 44 East Shepherdsville Ky 40165</b>	Telephone Number <b>502 869-8027</b>
Auctioneer <b>SCOTT EDBERK P3305</b>	
Auctioneer's Address (number and street, city, state and ZIP code) <b>3506 Mt Washington Rd Taylorville Ky 40071</b>	Telephone Number <b>502-451-2010 opt 1</b>
Use this <b>Professional Fee Addendum</b> (the "Addendum") to establish the fee that is to be paid to Auctioneer and the terms upon which that fee is to be paid. If there is a different fee for different Lot(s) then it may be necessary to complete a separate addendum for each separate Lot(s) Auction Date, Auction Time, or Auction Location as applicable.	
This <b>Professional Fee Addendum</b> (the "Addendum") is made effective this Date by and between Seller and Auctioneer. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the <b>Auction Contract for the Sale of Personal Property at Auction</b> ("Agreement") between Seller and Auctioneer, into which this Addendum is incorporated.	
1. <b>SALE/NO SALE:</b> If the transaction is a sale, Seller shall pay Auctioneer a Professional Fee of <u><b>fifteen</b></u> percent ( <u><b>15</b></u> %) of the Hammer Price, which shall be paid at the time of closing of the transaction or when title to or an interest in the Lot(s) is transferred to Buyer. If there is no sale, Seller shall pay Auctioneer a Professional Fee of (\$ _____).	
2. <b>READY, WILLING AND ABLE PERSON:</b> If Auctioneer procures and properly accepts a bid from a Bidder in an Absolute Auction or in a Reserve Auction in which the bid exceeds the Reserve Price established, and said Bidder is ready, willing and financially able to consummate the proposed transaction concerning the Lot(s) according to the terms contained in the Agreement, and Seller refuses to accept the offer, Auctioneer shall be immediately entitled to a Professional Fee in the same amount as would be payable upon a closing pursuant to this Addendum.	
By executing this Addendum below, Seller understands and agrees that Auctioneer's Professional Fee shall be in addition to any Authorized Buyer's Premium payable to Auctioneer pursuant to the Agreement; is deemed to be a share of the money received by Seller, including any Gross Proceeds; and Auctioneer shall have a lien on the funds and Gross Proceeds and a lien upon the Lots until the Professional Fee and any Authorized Buyer's Premium is paid.	
Signature of Seller / Authorized Representative 	Date  
Signature of Auctioneer / Authorized Representative 	Date <b>17-2-18</b>



30. Severability. If any provision of this Agreement is declared or determined to be null, void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions will not be affected thereby and they will retain their full force and effect, and said null, void, inoperative, illegal or invalid part, term or provision will not be deemed part of this Agreement.

31. Interpretation. Seller acknowledges that Seller has read, or has had the opportunity to read, and understands the terms provided herein; has sought legal counsel to the extent deemed necessary in order to protect Seller's interest; and agrees to be subject thereto. Seller agrees that although this Agreement was, by necessity, printed and assembled by Auctioneer, its agents or attorneys, this Agreement reflects the terms as agreed to by Seller, and Auctioneer should merely be considered only the scrivener for the Agreement. In the event a term or terms of this Agreement is considered ambiguous, neither party shall be considered the draftsman for the purpose of causing the terms of this Agreement to be construed against the party.

32. Applicable Law. The parties hereto acknowledge and agree that this Agreement is made and entered into in the State, and will in all respects be interpreted, enforced and governed under the internal laws (and not the conflicts of laws) of said State. In the event that the parties hereto, or any one of them, litigate any actual or potential breach of this Agreement, the parties hereto stipulate and agree that the exclusive and continuing venue for any such action will be in the state and county of Auctioneer's Address, or the applicable United States District Court having jurisdiction of the area in which Auctioneer's Address is located.

33. Rights not Transferable. All rights granted herein are personal and exclusive to the parties hereto and may not be

assigned or transferred to another person or entity, by operation of law or otherwise. Any attempt to assign or transfer any such rights shall be void and unenforceable. No third party may rely on any benefit or right conferred herein or granted to any bidder.

34. Heirs, Successors, and Assigns. This Agreement shall bind and inure to the benefit of the parties and their heirs, personal and legal representatives, successors and assigns.

35. Force Majeure. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Agreement by any strike, lockout, labor dispute, inability to obtain labor, materials or reasonable substitutes therefore, acts of God, unusual government restriction, regulation or control, enemy or hostile government action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable control of such party or caused by the other party, then the time to perform such obligation or to satisfy such condition shall be extended on a day-by-day basis for the period of delay caused by such event; provided, however, that the foregoing shall not apply to the obligations of Seller pursuant to this Agreement to pay the Professional Fee or any other cost or expense or sums payable by Seller.

36. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Auctioneer and supersedes any and all prior or contemporaneous understanding or written or oral agreements between the parties with respect to the transactions contemplated by this Agreement. It may be amended only by another written agreement signed by Seller and Auctioneer.

The following Addendum(s) have been completed by the parties:

- ☒ PROFESSIONAL FEE ADDENDUM
- ☐ SCHEDULE OF RESERVE ADDENDUM
- ☐ LIEN ENCUMBRANCES ADDENDUM
- ☒ SCHEDULE OF EXPENSES ADDENDUM
- ☒ ADDITIONAL TERMS ADDENDUM
- ☐ INTERNET ADDENDUM
- ☐ AUTOMOTIVE AUCTION ADDENDUM
- ☐ OTHER \_\_\_\_\_
- ☐ OTHER \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto agree to the terms provided herein and those of any applicable addendums incorporated herein and have signed this Agreement on the Date.

Signature of Seller / Authorized Representative

Date

Signature of Auctioneer / Authorized Representative

Date

7-2-18

52

## SCHEDULE OF EXPENSES ADDENDUM

Seller <b>Bellitt County Public Schools</b>	
Seller's Address (number and street, city, state and ZIP code) <b>1040 HWY 44 East Shepherdsville Ky 40165</b>	Telephone Number <b>502-869-8022</b>
Auctioneer <b>SCOTT EDBERG P3305</b>	
Auctioneer's Address (number and street, city, state and ZIP code) <b>3506 Mt Washington Rd Taylorsville Ky 40071</b>	Telephone Number <b>502-451-2010 opt 1</b>
Use this <b>Schedule of Expenses Addendum</b> (the "Addendum") to list all Magazines, Websites, News Papers, Trade Journals, Posters, Auction Fliers/Brochures, etc. in which advertising is expected to be placed and costs incurred. All labor and other expenses should also be noted accordingly by selecting the appropriate box. All costs and expenses that are to be charged to Seller should be marked "S" and all costs and expenses that are to be charged to Auctioneer should be marked "A". Complete a separate Addendum for each separate Auction Date, Auction Time, or Auction Location as applicable.	
This Addendum is made effective this Date by and between Seller and Auctioneer. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain <b>Auction Contract for the Sale of Personal Property at Auction</b> ("Agreement") between Seller and Auctioneer, into which this Addendum is incorporated.	
<div style="text-align: center;">S    A</div> Advertising: <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> <input type="checkbox"/> <b>\$ 900 total marketing budget - Landmark, Facebook &amp; other Websites</b>  <input type="checkbox"/> <input type="checkbox"/> Auction Fliers/Brochures  <input type="checkbox"/> <input type="checkbox"/> Website         </div>	
Labor: <div style="margin-left: 20px;"> <input type="checkbox"/> <input type="checkbox"/> labor at the rate of \$ _____ per hour, per person  <input type="checkbox"/> <input type="checkbox"/> clerk/cashier at the rate of \$ _____ for first _____ hours, and \$ _____ per hour thereafter  <input type="checkbox"/> <input type="checkbox"/> portable toilet rental \$ _____  <input type="checkbox"/> <input type="checkbox"/> tent/building rental \$ _____  <input type="checkbox"/> <input type="checkbox"/> equipment rental \$ _____         </div>	
Other Expenses: <div style="margin-left: 20px;"> <input type="checkbox"/> <input type="checkbox"/> security \$ _____  <input type="checkbox"/> <input type="checkbox"/> specialty consultant \$ _____  <input type="checkbox"/> <input type="checkbox"/> pickup fee \$ _____  <input type="checkbox"/> <input type="checkbox"/> debris removal/dumpster \$ _____  <input type="checkbox"/> <input type="checkbox"/> trucking charge \$ _____  <input type="checkbox"/> <input type="checkbox"/> other _____         </div>	
By signing this Addendum below, Seller understands and agrees that Auctioneer is authorized to place Auction advertisements in such of the above media as Auctioneer selects and to incur the labor costs and other expenses indicated or deemed by Auctioneer necessary, and Seller shall provide the above necessary support, promotional assistance, supplies and materials as Auctioneer deems reasonably necessary to obtain the highest available bid for the Lots. Seller agrees by Seller's signature hereon to be liable and responsible, and shall pay for all costs and expenses marked as Seller's costs and incurred according to this Schedule of Expenses.	
Signature of Seller / Authorized Representative	Date
Signature of Auctioneer / Authorized Representative	Date <b>7-2-18</b>

OK  
mer

# ADDITIONAL TERMS ADDENDUM

<b>Seller</b> Bullitt County Public Schools	
Seller's Address (number and street, city, state and ZIP code) 1040 Hwy 44 East Shepherdsville Ky 40165	Telephone Number 502-869-8022
<b>Auctioneer</b> SCOTT EDIBERG	
Auctioneer's Address (number and street, city, state and ZIP code) 3506 Mt Washington Rd Taylorsville Ky 40071	Telephone Number 502-451-2010 opt 1
Use this <b>Additional Terms Addendum</b> (the "Addendum") to list all terms and conditions that are not contained in the Agreement. This Addendum serves to address specific changes to the Agreement, and upon execution, will supersede any contrary terms or conditions contained in the Agreement.	
This Addendum is made effective this Date by and between Seller and Auctioneer. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain <b>Auction Contract for the Sale of Personal Property at Auction</b> ("Agreement") between Seller and Auctioneer, into which this Addendum is incorporated.	
1. <u>The buyers premium is to be used to cover the marketing expenses, the remainder will be paid to the seller</u>	
2. <u>If the buyers premium is not sufficient to cover the marketing expenses, any remaining balance will be charged against the proceeds.</u>	
3. _____	
4. _____	
5. _____	
<b>SIGNATURES</b>	
Signature of Seller / Authorized Representative	Date
Signature of Auctioneer / Authorized Representative	Date 7-2-18

Handwritten initials in a circle.

# INTERNET ADDENDUM

Seller <b>Bellitt County Public Schools</b>	
Seller's Address (number and street, city, state and ZIP code) <b>1040 Hwy 44 East Shepherdsville Ky 40165</b>	Telephone Number <b>502-869-8022</b>
Auctioneer <b>SCOTT EDBERG P3305</b>	
Auctioneer's Address (number and street, city, state and ZIP code) <b>3506 N Washington Rd Taylorsville Ky 40071</b>	Telephone Number <b>502-451-2010 opt 1</b>
<p>Use this Internet Addendum (the "Addendum") to obtain permission from Seller to conduct the Auction of the Lot(s) using the Internet including Auctioneer's auction website or through third-party auction websites.</p> <p>This Addendum is made effective this Date by and between Seller and Auctioneer. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain <b>Auction Contract for the Sale of Personal Property at Auction</b> ("Agreement") between Seller and Auctioneer, into which this Addendum is incorporated.</p> <p>1. <b>Authorization to Sell Lots via the Internet.</b> Seller hereby authorizes Auctioneer to display, promote, and sell the Lots through Auctioneer's auction website or through third-party auction websites during the Contract Term of the Agreement. Auctioneer is authorized by Seller to contact the third-party auction websites and make arrangements and contract on behalf of Seller to sell the Lots through the selected auction website(s). Each Lot may be sold through the website(s) as provided in the Agreement, regardless of whether a Lot will be sold with reserve or without reserve.</p> <p>2. <b>Use of Internet.</b> Seller authorizes Auctioneer to use the Internet and selected websites to broadcast the live auction. This will allow more bidders to participate in the auction and may increase the number of bids on the Lot or Lots. In addition, Seller authorizes Auctioneer to sell the Lots through an Internet auction, where bids are only submitted electronically and without a simultaneous live auction.</p> <p>3. <b>Use of Information.</b> Seller authorizes Auctioneer to use on Auctioneer's Auction website and to give information (including, images, text, estimated values, or other information) about the Lots to the third-party auction websites. Seller understands that this information will be used to market and advertise the Lots.</p> <p>4. <b>Limitation of Liability.</b> After requesting the Lots to be sold through a third-party auction website and specifying the terms of the sale, Auctioneer does not have any responsibility, liability, or control over the selected website(s). Seller acknowledges that the Auctioneer does not have any control over the selected website(s) and cannot guarantee its operation or performance. Furthermore, Auctioneer shall not be held liable or responsible for the function of any website or its inability to function. Seller acknowledges that hardware or software malfunctions, viruses, and similar issues are beyond the knowledge, scope, and control of Auctioneer. Auctioneer makes no representations whatsoever about any website that may be used to sell the Lots. Auctioneer does not endorse or accept responsibility for the content, performance, or function of any third-party auction website. Use of these third party websites is at Seller's own risk.</p> <p>5. <b>Specific Use of Websites.</b> If the Seller desires for Auctioneer to use one or more specific websites to sell the Lots, Seller must identify that website or websites here: (If none write: "none")</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>If Seller does not specify any website or websites to be used, Auctioneer shall select which website or websites to use in an effort to sell the Lots. Seller agrees to hold Auctioneer harmless for the selection of website or websites. Auctioneer is not obligated to be aware of each and every website. Furthermore, Auctioneer cannot predict or guarantee the results from using any website.</p>	
Signature of Seller / Authorized Representative	Date
Signature of Auctioneer / Authorized Representative	Date <b>7-2-18</b>

OK  
M

Description of Services:

Our services include providing a professional bid caller along with the necessary ringmen, clerks, cashiers and auction manager to conduct the sale. We provide electronic record keeping with a computerized bidder registration system. Our system allows us to register bidders using their state issued ID in an effort to minimize problems. We often record the audio of the sale to help with and ensure accuracy.

We use professionals in marketing and specifically auction marketing to prepare the marketing materials and marketing strategy of the sale. The sale will be promoted on the most powerful auction locator website and other auction related websites. Images, keywords and descriptions will be used to attract interested bidders/buyers. It will also be advertised/promoted in the Landmark publications, Facebook and direct mail.

We will provide direction when necessary for the layout and order of the sale. Our team will determine the order of more significantly valued items based on auction theory in order to maximize the results.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.