

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: IX H DATE: February 13, 2019

TOPIC/TITLE: Contract

PRESENTER: D. Scott Hawkins

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☒ ACTION REQUESTED AT THIS MEETING
- ☐ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
- ☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
- ☐ BOARD OF EDUCATION POLICY
- ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☐ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- ☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

Contracts are required to be approved by the Board of Education.

SUMMARY OF MAJOR ELEMENTS:

Attached contract recommended for approval: Auction Contract for school surplus auction.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



PERSONAL PROPERTY AUCTION CONTRACT

Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this 8th day of FEBRUARY, 2019 between
WOODFORD CO. BOARD OF EDUCATION

of _____, hereafter called Seller,
and ROY LANCASTER AUCTIONEER, hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn auctioneer shall receive full commission on the item.

SCHOOL Busses

LIST BY KAY PENN

MISC SURPLUS FURNITURE ETC.

LIST BY GLEN BURNETT

The auction is to be held at WOODFORD CO. BUS GARAGE

on the 23 day of MARCH, 2019. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneer may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens of encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all encumbrances except as follows: (if none **WRITE NONE**) _____

Item	Mortgage or Lien Holder	Address	Approximate Unpaid Balance

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay sale expenses including:

Auctioneer's Fee 25%

Clerk's Fee -

Cashier's Fee -

Other Personnel -

Advertising PAID BY SELLER APPROX 750⁰⁰

Other -

(x) Roy Lancaster
(Auctioneer's Signature)

151 HIGH ST VERMILION 489-0877
(Auctioneer's Address) (Telephone)

AUCTIONEER WILL FURNISH SIGNS
ADVERTISING: WOODFORD SUN
LEXINGTON HERALD
WEBSITE

(x) _____ (Telephone)

(x) _____ (Telephone)

(Seller's Address)

(Seller's Social Security No. or FED ID No.)