




Lot Number	Title	Description	Thumbnail
OA	Buyer's Premium, Surcharge, and Payment Information	<p><b>**All Winning Bidders Will Be Invoiced After 3pm The Day The Auction Closes**</b></p> <p><b>IMPORTANT NOTICE FOR SOUTH SAN ANTONIO ISD ONLINE AUCTION:</b>  <b>**All purchases will be subject to a (13%) buyer's premium. There Will Be A 3% Fee For All Purchases Not Made By Cash, Cashier's Check, Direct Deposit, Money Order &amp; Wire Transfer* We do not accept Discover or American Express</b></p> <p>*Payment Must Be Received by <b>Thursday, July 28, 2022*</b> All Payments Are To Be Processed Through Lemons Auctioneers. (Payments Can Be Made Online With A Credit Card Including Weekends &amp; Holidays. The Site Has The Capability of 24/7 Credit Card Payments. A Receipt Will Automatically Be Available In The Invoice Portal Once Payment Has Been Made.)</p>	
OB	Preview and Removal Information	<p><b>Removal Dates &amp; Times:</b> (By Appointment Only-Mandatory-No Exceptions) Wednesday, July 27, 2022/Thursday, July 28, 2022/Monday, August 1, 2022 (Hours Of Operation: 9:00 A.M. - 11:00 A.M./12:00 P.M. – 3:00 P.M.)</p> <p><b>Preview:</b> (By Appointment Only-Mandatory-No Exceptions) Thursday, July 21, 2022 (Hours Of Operation: 9:00 A.M. - 11:00 A.M./12:00 P.M. – 3:00 P.M.)</p> <p><b>Preview &amp; Removal Contact: <a href="#">SignUp Genius</a></b></p> <p><b><i>Removal Note: There Will Be No Manpower, No Employee Assistance Or Equipment Available For Removal. Buyer Must Remove All Lots In Their Entirety. Buyer Is Solely Responsible For Loading &amp; Unloading, Bring Own Manpower, Equipment, Dollies Or Other Adequate Moving Devices or Equipment, Etc. To Remove Items. Buyer Must Have Adequate Transportation To Move Purchased Items.</i></b></p>	
OC	Location Information	<p><b>Location 1 Lot #'s 1-54: WW White Elementary</b> (545 S Ww White Rd, San Antonio, TX 78220 <a href="#">Driving Directions</a>)</p> <p><b>Location 2 Lot 55: Facilities Services Surplus Warehouse Boys Club</b> (211 W Drexel Ave, San Antonio, TX 78210 <a href="#">Driving Directions</a>)</p> <p><b>Location 3 Lot #'s 56-109: Luther Burbank High School</b> (1002 Edwards, San Antonio, TX 78204 <a href="#">Driving Directions</a>)</p>	
		<p><b>**All Winning Bidders Will Be Invoiced After 3pm The Day The Auction Closes**</b></p> <p><b>IMPORTANT NOTICE FOR SOUTH SAN ANTONIO ISD ONLINE AUCTION:</b>  <b>**All purchases will be subject to a (14%) buyer's premium. There Will Be A 3% Fee For All Purchases Not Made By Cash, Cashier's Check, Direct Deposit, Money Order &amp; Wire Transfer* We Do Not Accept Discover or American Express</b></p> <p>**Lemons Auctioneers LLC and Online Pros conduct their banking with Woodforest National Bank. You may go to any Woodforest location and directly deposit your payment into our account or conduct a wire transfer from your account to ours. **Please call our office for Bank Information**Phone: 800-243-1113 or 281-357-4977. You will need to call us once this transaction has been made into our account. We will need the amount of the transaction, full name, and auction information. Your paid receipt will be sent to you once the transaction has been verified by an auction representative. You may contact the office during</p>	

our business hours at (800) 243-1113 where a representative will be able to assist you or send us an email at: [lemons@lemonsauctioneers.com](mailto:lemons@lemonsauctioneers.com) if you need assistance on a weekend day. \*\*

All Bidders are required to always have a Credit Card on file.

**Payment Terms:** \*Payment Must Be Received by **Thursdav. July 28. 2022\*** All Payments Are To Be Processed Through Lemons Auctioneers. **(Payments Can Be Made Online With A Credit Card Including Weekends & Holidays. The Site Has The Capability of 24/7 Credit Card Payments. A Receipt Will Automatically Be Available In The Invoice Portal Once Payment Has Been Made.)**

**Payment Types:** Cashier's Check, Money Order, Visa/Mastercard, Cash, Wire Transfer.

\*\*Lemons Auctioneers LLC and Online Pros conduct their banking with Woodforest National Bank. You may go to any Woodforest location and directly deposit your payment into our account or conduct a wire transfer from your account to ours. **(DEPOSIT CASH ONLY)** \*\*Please call our office for Bank Information\*\* Phone: 800-243-1113 or 281-357-4977. You will need to call us once this transaction has been made into our account. We will need the amount of the transaction, full name, and auction information. Your paid receipt will be sent to you once the transaction has been verified by an auction representative. You may contact the office during our business hours at (800) 243-1113 where a representative will be able to assist you or send us an email at: [lemons@lemonsauctioneers.com](mailto:lemons@lemonsauctioneers.com) if you need assistance on a weekend day. \*\*

\*\*Lemons Auctioneers LLC and Online Pros security feature for credit card authorization is elevated online, due to high fraudulent activity risks. If your credit card's address, ZIP code, or CVV2 is not accurate, the transaction will not be approved by Authorize.net. We do not accept Discover or American Express for payment. If you try to use these two forms of payment to pay for your merchandise it will be declined. \*\*

All buyers must have a paid receipt from Lemons Auctioneers, LLP. at time of pickup.

Lemons Auctioneers, LLP is not responsible for preview or removal.

**Note For Removal: If Items Are Not Removed By The Deadline And There Is A Discrepancy No Refunds Will Be Issued - Also, If Items Are Not Removed By The Deadline, Bidder's Account Will Be Suspended Until Removal Is Completed.**

**Auctioneers Note: Intolerable Behavior During The Removal Process Will Be Subject To Immediate Suspension With Auction Company.**

All merchandise is sold "As Is" and "Where Is" without warranties or guarantees of any kind.

Buyers shall rely entirely upon their own inspection and information.

\*Removal of Entire Lot Won Will Be Strictly Enforced By Lemons Auctioneers, LLC and South San Antonio ISD

\*There will be no trading or sales between buyers on the South San Antonio ISD premises\*

\* Winning bidders are solely responsible for their own removal – South San Antonio ISD is not responsible for damages upon employee assistance concerning removal. Bidders must unload and pick up their complete pallets, bring their own plastic wrap and other equipment as needed. \*

After the final removal date, a storage charge of \$10.00 per day, per item/lot may be charged by the Seller, if specified in the Special Information by Seller. If merchandise is not removed by the designated date, the ownership of the merchandise will revert back to the original Owner/Seller and the Owner/Seller may dispose of or resale the item/lot at their discretion. The default buyer's account will be suspended and no refund will be available.

\*\*Any Buyer Discrepancies must be reported at the Seller's Physical Location at time of removal - No Exceptions\*\*

Seller Reserves The Right To Postpone Or Adjourn Any Of The Auctions, To Accept Any Bid Or To Reject Any And All Bids, Or To Withdraw Any Item At Any Time Prior To The Completion Of Any Auction.

\*Photos And Descriptions Were Supplied By Lemons Auctioneers, LLC

All merchandise not removed by deadline date will be considered abandoned and will be disposed of by South San Antonio ISD

**Bidder and Auctioneer agree that the terms listed below shall govern each online auction sale.**

All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidders must be 18 years of age or older. Bidder agrees to not use any device, software, or routine to interfere or attempt to interfere with the proper working of or any transaction being conducted on and during the auction sale.

**1. ACCEPTANCE OF TERMS AND CONDITIONS**

Access and use of any online auctions site of Lemons Auctioneers, LLC (collectively the "Site") is subject to any and all specific terms and conditions set forth on any individual page within the Site and the terms and conditions of this User Agreement (collectively "Site User Agreement") and all applicable laws and regulations, including but not limited to copyright and trademark laws. BY ACCESSING THIS SITE, YOU AGREE TO ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS AND CONDITIONS OF THE SITE USER AGREEMENT and to comply with all applicable laws, statues, ordinances, and regulations regarding your use of the Site. These terms and conditions are legally binding and if you violate any of them, Lemons Auctioneers, LLC and its employees, agents, and representatives (collectively, "Auctioneer") or the Owner/Seller may seek legal relief, including but not limited to, reporting your conduct to appropriate law enforcement entities. Legal action may be taken against anyone violating the terms and conditions of the Site User Agreement or any other applicable law or regulation. Auctioneer reserves the right, at its sole discretion, to ban any bidder or potential bidder from the Site for any reason Auctioneer deems necessary. Auctioneer reserves the right to disable Bidder's account at any time for any reason, whether specifically stated or not. Auctioneer reserves the right to periodically change the terms and conditions of the User Site Agreement and it is the Bidder's responsibility to periodically review any and all changes made to these terms and conditions prior to each use of this Site. By using this Site, you agree in advance to accept any such changes.

**2. Bidder Registration and Privacy Information**

1. Auctioneer gathers information about Bidders and Owner/Sellers for the purpose of conducting online auctions. Auctioneer does not sell or disclose Bidder information to third party vendors. Auctioneer and Owner/Seller may require a valid state or federally issued identification at any time. Auctioneer and Owner/Seller reserves the right to verify any and all information provided on this Site at any time.

2. All bidders must register to bid in the bidder registration area at [www.onlinepros.com](http://www.onlinepros.com). A bidder will be suspended or permanently banned from the Site if false

information is provided when registering, such as a false name or fraudulent contact information. Online bidders may not have more than one user account at a time and is strictly enforced.

3. All new online bidders' will be required to supply a credit or debit card to activate their account. The card provided will be preauthorized in the amount of \$100.00. The funds are only checked, and no actual transaction takes place, and nothing will appear on bidder's credit card statement. The card used will be held on file for future online payments. The bidder may change their credit card on file at any time.

4. Auctioneer reserves the right to disable Bidder's account at any time for any reason, whether specifically stated or not. Lemons Auctioneers, LLC (hereinafter "Auctioneer") use of email addresses is strictly limited to contact Buyers and Owner/Sellers; any use of this private information is strictly prohibited. If at any time you feel your User ID and password have been compromised due to lack of security on your part, you must notify Auctioneer immediately.

### **3. Bidding**

1. As a Bidder, placing a bid is a binding contract between you and the Owner/Seller and the bid cannot be retracted. Once you place a bid, and if you win, you will be obligated to buy the product at the said price you indicated in your bid. Placing a bid on this Site, and winning, then not paying for the product is illegal in most states and prosecution can result. Failure to honor the winning bid by the stated deadline will result in permanent bidder removal from the Site and future online auctions, at auctioneer's sole and absolute discretion.

2. Bidders are responsible for any bids placed under your User ID and password. The security of your Bidder information is your sole responsibility as you, the Bidder, will be responsible for any and all bids placed under your user account. All bidders registering their online auction account under a business entity represent that you legally bind that entity. The bidder is registering as an individual acting on behalf of a business entity; the individual bidder will be jointly and severally liable with the business entity for payment.

3. **Maximum Bid.** As a Bidder, you agree that when using the Maximum Bid feature on the Site, you use it according to the specifications that Auctioneer has in place for that feature. You, as a Bidder, agree to only use this feature if you understand how the Maximum Bid feature works.

Example: If you enter a maximum bid of \$500.00, the system will automatically bid on your behalf up to your maximum bid. The online system will advance up to your maximum bid only when a bidder has placed a bid against your hidden maximum bid amount or higher than your maximum bid. The bidding will proceed in the bid increments that were established for that lot.

4. The highest and final bidder shall be designated at the end of each online auction. Auctioneer reserves the right to reopen bidding if a dispute arises between two or more bidders. The Auctioneer's designation of the winning bidder shall be final.

5. **Usage Termination.** This Site User Agreement constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, without notice, in Auctioneer's sole discretion. If Bidder dissatisfaction occurs with the auction sale in any way, Bidder's only recourse is to immediately discontinue use of the auction Site. Auctioneer reserves the right to terminate Bidder registration and use of the auction Site and impose limits on certain features of the auction Site or restrict Bidder's access to, or use of, part or the entire Site without notice or penalty.

6. **Dynamic Ending.** Each auction item in an online auction has a specific closing time and the ending time for each item is Dynamic (Extends Automatically) and will reset to 5 minutes if a bid is placed within the last 5 minutes of the item closing time. This will continue until there are no bids on that item for 5 minutes.

### **4. Electronic Notification**

Auctioneer emails a weekly newsletter or email blast notifying its bidders of the upcoming auctions and important information. If you are receiving a particular mailing and wish to discontinue receiving future mailings, simply forward the received email to Auctioneer to have your name promptly removed from our list or hit the **Safe Unsubscribed** link included in the email.

### **5. Payment and Settlement**

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Terms and  
Conditions

1. Payment for purchases must be made in full by cash, credit card, debit card, wire transfer, direct deposit, cashier's check, or money order made to Lemons Auctioneers, LLC Unless otherwise noted in a specific auction's terms and conditions through your **Bidder Login** area at **My Invoices** or by telephone at (281)357-4977 or (800)243-1113. Payment must be made within two (2) consecutive days. **(including weekends & holidays)** upon the conclusion of the online auction closing date. All accounts not paid in full by the stated deadline date for \$1,000.00 or less will be automatically charged through our payment gateway with the credit or debit card supplied by the Buyer. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.

2. Buyer agrees that they shall not attempt a charge-back for any reason whatsoever if paying by credit card.

3. **Tax Exemption.** All buyers' invoices will include a sales tax amount of 8.25% per Texas State Law unless a **TAX-EXEMPT FORM** is supplied to Auctioneer prior to payment. The appropriate exemption form may be found in the useful forms area at [onlinepros.com](http://onlinepros.com). The form may be filled out and emailed to [lemons@lemonsauctioneers.com](mailto:lemons@lemonsauctioneers.com) or faxed to: (281)357-4974. All vehicles, trailers, and watercraft are exempt from sales tax to Auctioneer from the time of payment. Sales tax payment of all vehicles, trailers, and watercraft will be made to the proper authority by buyer upon receipt of all supporting documentation.

**Tax Exempt Forms:** Texas Sales and Use Tax Exemption Certificate, Timber Operation Exempt Use, Research Exempt Use, Farm/Agriculture Exempt Use, Texas Sales and Use Tax Resale Certificate

4. **The Texas Emissions Reduction Plan (TERP).** Buyers who purchase diesel powered off-road, heavy-duty equipment of 50 or more horsepower will be charged a two percent (2%) surcharge to applicable units. The TERP surcharge will be removed from buyer's winning invoice once tax exemption form is supplied to auctioneer.

5. **Buyer's Premium.** Buyers' invoice may include a **Buyer's Premium** charged to the buyer's total auction purchases and paid to auctioneer. See each online auction for Buyer's Premium information.

6. **Cash Discount.** Some specifically stated online auctions may offer up to a three percent (3%) cash, wire transfer, or direct deposit discount on buyer's total purchases. See **Special Information** on each online auction for availability or contact Auctioneer for availability.

7. Once payment has been processed a receipt will automatically be available in the bidder area under **My Invoices**.

8. Auctioneer reserves the right to resell any property not paid for immediately following the online auction item/lot's closing date. Failure to pay for item/lots won on the online auction will result in possible expenses incurred due to resale, collection and damages resulting from the resale.

#### **6. Seller/Owner Property Withdrawal and Bid Rejection**

1. Despite efforts to avoid the withdrawal of item/lots from the sale after they are listed it may sometimes be necessary.

2. The Owner/Sellers of property sold through this Site reserve the right to reject any and all bids, in their sole and absolute discretion.

#### **7. Owner/Seller Representation**

Lemons Auctioneers, LLC and Online Pros are acting as an agent for the Owner/Seller and all representations made by Auctioneer are made on behalf of the Owner/Seller. The Auctioneer will not be held responsible for the acts or representations of the Owner/Seller. Any action or recourse will be appointed to the Owner/Seller and not to the Auctioneer. Auctioneer is providing services as an independent contractor for the Owner/Seller only and is not responsible for statements made by other parties.

#### **8. Preview & Inspection**

The descriptions of item/lots appearing in the auction and in advertising prior to the auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner/Seller or Auctioneer concerning any item/lot shall be construed as a warranty either express or implied. **ITEM/LOTS ARE SOLD "AS IS" - "WHERE IS and WITH ALL FAULTS"**. Bidder acknowledges that all item/lots were available for inspection prior to the auction and, by these terms, Auctioneer and Owner/Seller strongly encouraged Bidder to carefully inspect each item/lot in which



Bidder had any interest to determine the item/lot's nature, quality, condition, quantity, and size. By engaging in the Online Auction, Bidder acknowledges that Bidder has relied solely on personal inspection and not on information listed on the Site or otherwise provided by Auctioneer or Owner/Seller. Bidder's failure to inspect, or otherwise be fully informed as to the nature, quantity and size of any item/lot will not constitute grounds for any claim, adjustment, refund, termination of the contract for sale, or refusal to close the sale, against Auctioneer or Owner/Seller.

1. Individuals assume all risk of damage of or loss to individual and property during auction preview and release the Seller and Lemons Auctioneers, LLC And Online Pros from liability

#### **9. Removal**

1. Merchandise becomes the full responsibility of Buyer at time of PAYMENT, and Buyer assumes all risk of loss and damage to property until removed from sale premises. Owner/Seller and Auctioneer agree that merchandise may remain on the sale premises for a specified period of time following the sale closing date. The date by which all merchandise must be removed from the premises is posted on any auction-by-auction basis, on the specific auction page. After the final removal date, a storage charge of \$10.00 per day, per item/lot may be charged by the Seller, if specified in the **Special Information** by Seller. If merchandise is not removed by the designated date, the ownership of the merchandise will revert back to the original Owner/Seller and the Owner/Seller may dispose of or resale the item/lot at their discretion. The default buyer's account will be suspended, and no refund will be available. No Exceptions.

2. No adjustment will be made with regard to merchandise inventory after item/lot has been removed from the premises or after the removal date posted by Auctioneer, whether or not the property has been removed. **All Sales are Final once items are removed from Owner/Sellers location.** Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the auction sale.

3. No merchandise will be released from the Owner/Sellers premises until full payment has been received by auctioneer. This will be strictly enforced. Buyers must show proof of purchase to Seller by presenting a copy of their official Paid Invoice and proper identification upon entry of the Sellers premises. Buyers using a service for the removal of their merchandise must supply Owner/Seller and Auctioneer with a signed letter of authorization and a copy of the paid receipt. A letter of authorization may be found on Auctioneers website at [www.onlinepros.com](http://www.onlinepros.com) under **Auction Resources**.

4. All successful bidders are responsible for the loading and removal of all merchandise from its present location as indicated on the website at [www.onlinepros.com](http://www.onlinepros.com) per each auction in **Special Instructions**.

The Owner/Seller does not provide transportation, lifting, towing, and hauling, or any other method required for the removal or transportation of Buyers purchased item /lots.

The Owner/Seller is not responsible for damages upon employee assistance (if available) concerning removal. Bidders must unload and pick up their complete pallets, bring their own plastic wrap, and other equipment as needed unless otherwise specified in the Special Conditions of each online auction.

5. There will be no trading or sales between buyers on the Owner/Sellers premises.

6. All item/lots must be removed in their entirety. Items that are abandoned or not picked up without written approval from the Owner/Seller may possibly result in the bidder being banned from bidding on future auctions.

7. All bidders are solely responsible for supplying their own batteries, tires or tire repair, fuel, propane tanks, repairs on vehicles, trucks, buses, or heavy equipment away from Owner/Sellers premises.

8. Any Buyer discrepancies must be reported at the **Seller's Physical Location** at time of removal (no exceptions).

#### **10. Vehicle & Trailer Titles**

1. Buyer's title will be issued to Buyer once full payment has been received within 10 business days.

2. Vehicle title may be subject to any restrictions as stated in the item description on

auctioneer's website.

3. Auctioneer and Owner/Seller will not issue any open titles. No exceptions. Auctioneer will contact buyer immediately to confirm title information via electronic correspondence or by verbal communication. All titles are mailed by UPS, Fed X, or Priority Mail through the United States Post Office. A signature will be required for receipt of titles. Titles may be also picked up in person at Lemons Auctioneers, 18810 Juergen Rd., Tomball, Texas 77377, by appointment only.

4. Title(s) will be processed with the information you provide. Changes and/or Revisions will not be made after title is processed & mailed! There will be a \$50 title replacement fee for lost titles that have been delivered to the address provided.

#### **11. NO WARRANTY**

The Site User Agreement constitutes the final expression of the parties' agreement and a complete and exclusive statement of the terms of the sale. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED from the merchandise that is offered for sale or sold, this sale and all transactions in connection therewith. Auctioneer does not have control over the item/lots that are posted in the Site and cannot guarantee the authenticity and quality of said product. Auctioneer is not responsible for the actions of the Owner/Sellers and Buyers taken before, during, and after the auction, typographical errors, misprints, loss of merchandise/money, damage, or failure of equipment, due to your visit to this auction site. Use of this site is at your own risk. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

#### **12. Indemnification**

Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Auctioneer and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buyer's, his agents or representatives, use of the Site including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction item/lots, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder.

#### **13. Company Trademarks**

The logos for Lemons Auctioneers and Online Pros are registered trademarks. The Logos may not be reproduced by any means or in any form whatsoever without written permission.

#### **14. Service Interruption Liability Disclaimer**

Lemons Auctioneers, LLC, nor any of its sellers, agents, or any provider or third party vendor will be liable for nor have any responsibility for any loss or damage incurred in the event of any failure, and cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer and Owner/Sellers in the event of a service interruption, in their sole discretion, may terminate any sale and declare all bids in those auctions null and void, temporarily suspend bidding, and relist and restart affected auctions at the original online starting bid or the high bid at the time-of-service interruption or any action deemed necessary by Auctioneer or Owner/Seller. The decision by Auctioneer or Owner/Seller will be final without recourse or liability.

#### **15. Bidder Software Use**

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the content contained herein without our prior, express written permission. You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Site without prior, express written permission of Auctioneer. THE SITE IS PROVIDED ON AS "AS IS" BASIS WITHOUT WARRANTIES OF

ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

**16. Disclaimer**

1. No legal advice is intended or implied by anything contained with the Site. No obligation, liability, responsibility, accountability, or burden in undertaken, assumed, or otherwise imposed by maintaining the Site

2. Any controversy or claim arising out of or relating to this Site User Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Houston, Harris County, Texas, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Auctioneer may seek any interim or preliminary relief from a court of competent jurisdiction in Texas necessary to protect the rights or property of Auctioneer pending the completion of arbitration. You and Auctioneer are independent contractors, and no agency, partnership, joint venture, employee, or franchisor-franchisee relationship is intended or created by the Agreement.

3. The Site User Agreement and any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with, the laws of the State of Texas applicable to contracts entered into and to be performed entirely within the State of Texas. If any provision of the Site User Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Auctioneer's failure to act with respect to a breach by you or others does not waive the right to act with respect to subsequent or similar breaches. This Site User Agreement sets for the entire understanding and agreement between us with respect to the subject matter hereof. By using this Site, you consent to jurisdiction of the State of Texas and venue of all matters in Harris County, Texas.

Revised 1/8/2015

TDLR #7341 Lori Lemons Campbell, #12437 Jackie Lemons Shillingburg










Complaints for auction companies should be directed to Texas Department


of Licensing & Regulation, P.O. Box 12157, Austin, Texas 78711

website: [www.tdlr.texas.gov](http://www.tdlr.texas.gov) \* email: [cs.auctioneers@tdlr.texas.gov](mailto:cs.auctioneers@tdlr.texas.gov) \* (512)463-6599

1	(1) Hoshizaki Refrigerator	<p>4-Door Single Sided Portable Temperature Gauge is Missing Model: RH2-55-B-HD Single Phase/115V/60Hz Condition Unknown</p> <p>- Current Condition Unknown</p>	
2	(1) Metal Prep Table	<p>Stationary Approx. 72"L x 30"W x 34"H (1) Single Drawer Under Storage</p> <p>- Current Condition Unknown</p>	
3	(1) Metal Prep Table	<p>Stationary Approx. 72"L x 30"W x 34"H Drawer is Missing Under Storage</p> <p>- Current Condition Unknown</p>	






4	(Lot) Janitorial and Shelving Parts and Miscellaneous	(Approx. 2) Mop Buckets - Portable Shelving Parts (1) 4-Wheel Dolly - Plastic  - Current Condition Unknown	
5	(Lot) Assorted Cafeteria Items	(Approx. 2) Hobart Slicers - (1) Missing Parts (Approx. 6) Edlund Can Openers - Some Marked Broken (Approx. 4) Scales - Various Types Metal Pan Inserts (Approx. 2) Mixer Hook Accessories (1) Whisk (1) Paddle (Approx. 4) 20 and 30 Qt Mixing Bowls (Approx. 2) Mixing Bowl Guards Various Metal Lids  - Current Condition Unknown	
6	(Lot) Ice Machines and Dispenser	(1) Hoshizaki Ice Machine With Bin - Model Unknown (1) Hoshizake Ice Machine With Bin - Model: KM-500MAF, Condition Unknown (1) Hussmann Milk Cooler - Portable (1) Hoshizaki Ice Maker - Model: DCM-270BAH, Condition Unknown  - Current Condition Unknown	
7	(1) Carter Hoffman Warmer	Single Sided Double Door Portable Model: HBU-1812JX Single Phase/120V/60Hz Condition Unknown  - Current Condition Unknown	
8	(1) CresCor Warming Cabinet	Model: H137SUA12D Portable Double Door Single Sided Marked Do Not Use Condition Unknown  - Current Condition Unknown	
9	(1) CresCor Warming Cabinet	Model: 549-5039 Double Door Single Sided Portable Single Phase/120V/60Hz  - Current Condition Unknown	
10	(1) CresCor Warming Cabinet	Model: 0747042 Single Door Portable Single Phase/120V/60Hz Marked Not Working  - Current Condition Unknown	
11	(1) Mod-U- Serve Milk Cooler	Model: MCT-DM2 Portable Single Phase/120V/60Hz Condition Unknown  - Current Condition Unknown	
12	(1) Mod-U- Serve Milk Cooler	Model: MCT-SM1 Portable 120V/60Hz Marked Broken  - Current Condition Unknown	




13	(Lot) Mod-U-Serve Milk Coolers	(1) Model: MCT-SM2, Portable, Single Phase/120V/60Hz (1) Model: MCT-SM2 - Possible Missing Parts, Portable, Single Phase/120V/60Hz  - Current Condition Unknown	
14	(Lot) CresCor Warming Cabinets	(1) Model: H137VA12CD - Single Phase/125V/60Hz (1) Model: 5495039 - Single Phase/120V/60Hz (1) Unit Marked Not Working (1) Door is Loose on Unit Both are Portable  - Current Condition Unknown	
15	(1) Carter Hoffmann Warming Cabinet	Model: HBU1812J Portable Single Phase/120V/60Hz Condition Unknown  - Current Condition Unknown	
16	(1) Carter Hoffmann Warming Cabinet	Model: HBU1812TX Portable Single Phase/120V/60Hz  - Current Condition Unknown	
17	(1) Mod-U-Serve Milk Cooler	Model: MCT-SM2 Portable Condition Unknown  - Current Condition Unknown	
18	(1) Mod-U-Serve Milk Cooler	Model: MCT-SM2 Portable Compressor is Loose on Unit in Back Condition Unknown  - Current Condition Unknown	
19	(Lot) Mod-U-Serve Milk Coolers	Various Sizes Portable (Approx. 2) Units Marked Not Working Unit #1 Model Not Readable Unit #2 Model: MCT-SM2 Unit #3 Model: MCT-SM1, Condition Unknown Single Phase/120V/60Hz  - Current Condition Unknown	
20	(Lot) Mod-U-Serve Milk Coolers	(Approx. 2) Model: MCT-SM1, Single Phase/120V/60Hz, Portable, Marked Broken (1) Model: MCT-SM1 - Portable, Single Phase/120V/60Hz, Condition Unknown  - Current Condition Unknown	
21	(Lot) Metal Carts	(Approx. 4) Portable Some Marked Broken Various Conditions  - Current Condition Unknown	
22	(Lot) Tray Racks	(Approx. 3) Mfg. Lake Side Portable Approx. Sizes 20.5"L x 28"D x 58.5"H  - Current Condition Unknown	

23	(Lot) Tray Racks	(1) Mfg. Lake Side, Portable, Approx. Size 20.5"L x 28"D x 58.5"H (1) Mfg. CresCor - Portable, Approx. Size 20.5"L x 29"D x 70"H  - Current Condition Unknown	
24	(Lot) Tray Racks	(1) Mfg. Win-Holt - Portable, Approx. Size 20.5"L x 25.5"D x 69"H (1) Mfg. Lake Side - Portable, Approx. Size 20.5"L x 28"D x 58.5"H  - Current Condition Unknown	
25	(Lot) Tray Racks	(Approx. 2) Mfg. Win-Holt - Portable, Approx. Size 20"L x 26"D x 69"H (1) Mfg. Metro - Portable, Approx. Size 20.5"L x 28"D x 65"H  - Current Condition Unknown	
26	(Lot) Tray Racks	(Approx. 2) Mfg. Metro Portable Approx. Size 21.5"L x 29"D x 70"H Both Marked Broken Both Will Roll Around  - Current Condition Unknown	
27	(Lot) Metal Carts	(Approx. 3) Mfg. Lake Side All Are Marked Broken Matching Some Dents Approx. Size 37"L x 21"W x 37"H  - Current Condition Unknown	
28	(Lot) Metal Carts	(Approx. 3) Mfg. Lake Side and Possible Others All Are Marked Broken (1) Missing Handle Portable and 3-Tier  - Current Condition Unknown	
29	(Lot) Insulated Coolers	(Approx. 75) Mfg. Coleman Company 2017 and Possible Others With and Without Plastic Insert A Lot of the Coolers are Marked Broken Some Insulated Bags  - Current Condition Unknown	
30	(Lot) Metal Carts	(Approx. 4) Mfg. Lake Side All Marked Broken Various Conditions  - Current Condition Unknown	
31	(Lot) Metal Carts and Miscellaneous	(Approx. 3) Carts - Mfg. Lake Side and Possible Others (Approx. 2) Carts are Marked Broken(1) Has Large Den on Top (Approx. 2) Freezer Floor Racks - Various Conditions  - Current Condition Unknown	
32	(Lot) Levelators	(Approx. 3) Portable Mfg. Caddy Various Conditions  - Current Condition Unknown	

33	(Lot) GROSFILLEX Crowd Control Stands	(Approx. 4) Plastic Several Units Missing Parts Various Condition  - Current Condition Unknown	
34	(1) Rubbermaid Plastic Cart	Holds up to Approx. 500 lb Capacity - 250 Top and 250 Lower Section Portable Overall Length Approx. 44"L x 25"W x 38.5"H  - Current Condition Unknown	
35	(1) Rubbermaid Plastic Cart	Holds up to Approx. 500 lb Capacity - 250 Top and 250 Lower Section Portable Overall Length Approx. 44"L x 25"W x 38.5"H  - Current Condition Unknown	
36	(1) Rubbermaid Plastic Cart	Holds up to Approx. 500 lb Capacity - 250 Top and 250 Lower Section Portable Overall Length Approx. 44"L x 25"W x 38.5"H  - Current Condition Unknown	
37	(Lot) Pre- Packaged Food /Beverage Transport Carts	(Approx. 2) Mfg. Iowa Rotocast Plastics Inc. Model: Avalanche, IRP-300 Approx. Size 30"L x 16"W x 33"H  - Current Condition Unknown	
38	(Lot) Pre- Packaged Food /Beverage Transport Carts	(Approx. 4) Mfg. Iowa Rotocast Plastics Inc. Model: Avalanche, IRP-300 Approx. Size 30"L x 16"W x 33"H  - Current Condition Unknown	
39	(Lot) Pre- Packaged Food /Beverage Transport Carts	(Approx. 4) Mfg. Iowa Rotocast Plastics Inc. Model: Avalanche, IRP-300 Approx. Size 30"L x 16"W x 33"H (1) Unit Marked Broken  - Current Condition Unknown	
40	(Lot) Insulated Transport Carts	(Approx. 2) Mfg. Cambro (1) Marked Broken Approx. Size 25.5"D x 18"L x 54"H  - Current Condition Unknown	
41	(Lot) Insulated Transport Carts	Mfg. Cambro - Portable, Size #1 Approx. 21"L x 29"D x 63.5"H - Marked Broken Mfg. Cambro - Portable, Size #2 Approx. 18"L x 26"D x 54"H, Broken, Wheels are Loose on Unit  - Current Condition Unknown	
42	(Lot) Insulated Transport Carts	(Approx. 2) Mfg. Cambro Portable Approx. 18"L x 26"D x 45"H  - Current Condition Unknown	
43	(Lot) 2-Door Insulated Transport Carts	(Approx. 4) Mfg. Cambro Portable Approx. Size 18"L x 26"D X 45"H (Approx. 2) Marked Broken  - Current Condition Unknown	

44	(Lot) 2-Door Insulated Transport Carts	(Approx. 4) Mfg. Cambro Portable Approx. Size 18"L x 26"D X 45"H All Marked Broken  - Current Condition Unknown	
45	(Lot) 2-Door Insulated Transport Carts	(Approx. 3) Mfg. Cambro Portable Approx. Size 18"L x 26"D X 45"H Condition Unknown  - Current Condition Unknown	
46	(Lot) 2-Door Insulated Transport Carts	(Approx. 3) Mfg. Cambro Portable Approx. Size 18"L x 26"D X 45"H (1) Marked Broken(1) Door Loose on Unit  - Current Condition Unknown	
47	(Lot) 2-Door Insulated Transport Carts	(Approx. 4) Mfg. Cambro Portable Approx. Size 18"L x 26"D X 45"H (Approx. 2) Units are Broken  - Current Condition Unknown	
48	(Lot) 2-Door Insulated Transport Carts	(Approx. 4) Mfg. Cambro Portable Approx. Size 18"L x 26"D X 45"H (Approx. 2) Units are Broken  - Current Condition Unknown	
49	(Lot) 2-Door Insulated Transport Carts	(Approx. 4) Mfg. Cambro Portable Approx. Size 18"L x 26"D X 45"H (1) Unit Needs Cleaning  - Current Condition Unknown	
50	(Lot) 2-Door Insulated Transport Carts	(Approx. 4) Mfg. Cambro Colors: (Approx. 3) Red and (1) Blue (1) Unit Door is Loose Portable  - Current Condition Unknown	
51	(Lot) 2-Door Insulated Transport Carts	(Approx. 4) Mfg. Cambro Portable Colors: (Approx. 3) Red and (1) Blue Condition Unknown  - Current Condition Unknown	
52	(Lot) 2-Door Insulated Transport Carts	(Approx. 5) Mfg. Cambro Portable Color: Red Condition Unknown  - Current Condition Unknown	

53	(Lot) 2-Door Insulated Transport Carts	(Approx. 5) Mfg. Cambro Portable Color: Red Condition Unknown  - Current Condition Unknown	
54	(Lot) Coleman Insulated Coolers	(Approx. 65) Coolers With and Without Plastic Insert Quantity Unknown Plastic Inserts  - Current Condition Unknown	
55	(Lot) Miscellaneous Items	Garbage Disposals for Parts/Scrap Box of Tubular Lightbulbs Copper Tubing Hose for Pressure Vacs Miscellaneous  - Current Condition Unknown	
56	(1) Blodgett Double Convection Oven	Natural Gas Model Unknown Stationary Works  - Current Condition Unknown	
57	(1) Blodgett Double Convection Oven	Natural Gas Model Unknown Stationary Works  - Current Condition Unknown	
58	(1) Vulcan Double Convection Oven	Natural Gas Model: VC4GD-64 Stationary Works  - Current Condition Unknown	
59	(1) Lincoln Prep Table	Tray Shelf on Both Sides Portable Approx. Size 49"L x 28"W x 35.5"H  - Current Condition Unknown	
60	(1) Glasstor Braiser/Tilting Skillet	Model: FBC-4 Groen Division - 1973 Stationary 3 Phase Works  - Current Condition Unknown	
61	(1) CresCor Warming Cabinet	Single Sided Double Door Model: HV18671120 Portable Single Phase/60Hz  - Current Condition Unknown	
62	(1) AccuTip Double Broilerless Steamer	Model: N61201E06000200 Stationary Single Phase/50-60Hz 60,000 BTU Natural Gas  - Current Condition Unknown	


63	(1) Metal Triple Sink	Mfg. Terrell Approx. Size 75"L x 28"W x 42"H Overall Height With Extension Approx. 24" x 24" Stationary  - Current Condition Unknown	
64	(1) Metal Prep Cabinet With Shelf	Drawers and Only Bins (1) Bin Does Not Have a Lid Approx. Size 73"L x 30"W x 46"H Overall Height Portable  - Current Condition Unknown	
65	(1) Metal Rack	3-Tier Stationary Approx. Size 60"L x 19"W x 64"H  - Current Condition Unknown	
66	(1) Metal Prep Cabinet With Pot Rack	Has Under Storage and Approx. 2 Drawers Approx. Size 72"L x 30"W x 88" Overall Height With Pot Rack  - Current Condition Unknown	
67	(1) Metal Prep Cabinet	With Under Storage and Single Drawer Approx. Size 72"L x 30"W x 34"H  - Current Condition Unknown	
68	(1) Glasstor Cleveland Range Cabinet Only and Contents	Robot Coupe Food Processor - R6BN, Missing Parts Paper Bags Pelouze Scale Miscellaneous Approx. Size 36"L x 34"W x 31"H  - Current Condition Unknown	
69	(1) Metal Prep Cabinet	Under Storage Single Drawer Stationary Approx. Size 72"L x 30"W x 34"  - Current Condition Unknown	
70	(1) Metal Prep Cabinet	Under Storage Single Drawer Stationary Approx. Size 72"L x 30"W x 34"  - Current Condition Unknown	
71	(Lot) Kitchen Items	Metal Inserts - Various Sizes Scoops Plastic Salad Bowls Metal Bowls Hand Mixers Hand Strainers Colanders Oven Mitts Various Scales Electric Can Openers  - Current Condition Unknown	
72	(1) Metal Prep Table	With Under Storage Stationary Approx. Size 72"L x 30"W x 34"H  - Current Condition Unknown	

73	(1) Double Sided Metal Prep Cabinet	With Shelf Under Storage Approx. Sizes 18.8"L x 45"W x 35"H  - Current Condition Unknown	
74	(1) Metal Prep Table	Has Tray Shelf Portable Contents - Metal Lids, Various Sizes Approx. Size 72"L x 27"W x 54" Overall Height  - Current Condition Unknown	
75	(1) Metal Prep Table	Has Tray Shelf Portable Contents - Lunch Trays Approx. Size 49"L x 28"W x 54" Overall Height  - Current Condition Unknown	
76	(1) Metal Prep Table	Portable Lunch Tray Shelf Contents - Metal Baking Pans, Lunch Trays, Scales, and 3 Gallon Tea Dispenser Approx. Size 72"L x 27"W x 52" Overall Height  - Current Condition Unknown	
77	(1) Duke 5 Well Steam Table	Natural Gas Model: 305-25 Stationary Approx. Size 72.5"L x 32"W x 52" Overall Height Contents - Plastic Pitchers Has Tray Shelf  - Current Condition Unknown	
78	(1) Duke 5 Well Steam Table	Natural Gas Model: 305-25 Stationary Approx. Size 72.5"L x 32"W x 52" Overall Height Contents - Napkin Dispenser, (1) Bucket, Gloves and Miscellaneous Has Tray Shelf  - Current Condition Unknown	
79	(1) Metal Prep Table	Portable With Tray Shelf Approx. Size 72"L x 27"W Contents - Plastic Playmate Cooler  - Current Condition Unknown	
80	(1) Hatco Food Warmer	Model: GRSDS-36D Single Phase/120V/60Hz Works  - Current Condition Unknown	
81	(1) Traulsen Triple Door Refrigerator	Single Sided Model: RLT332NREFHS Single Phase/115V/60Hz Portable Marked Do Not Use Condition Unknown  - Current Condition Unknown	
82	(Lot) Plastic and Metal Racks	(1) Cambro - Plastic, Approx. Size 71.5"L x 24"W x 72"H (1) Amc Corp. - Metal, Approx. Size 59.5"L x 18"W x 64"H (Approx. 2) Insulated Suits - For use in Cold/Freezer  - Current Condition Unknown	



83	(Lot) Lincoln, Utensil Sorter Racks	Portable - Current Condition Unknown	
84	(Lot) Metal Racks	(Approx. 2) Approx. Size 41.5"L x 18"W x 74"H (1) Approx. Size 59"L x 18"W x 64"H (1) Approx. Sizes 59"L x 18"W x 74"H - Current Condition Unknown	
85	(Lot) Metal Racks	(Approx. 2) Green Mfg. Metro Super Erecta Approx. Size 72"L x 14"W x 63"H Contents - Lids, Squeegee, and Squeegee Handles - Current Condition Unknown	
86	(Lot) Continental Mop Buckets with Squeegee	3.5 Quart Size - Current Condition Unknown	
87	(Lot) Igloo Max Cold Coolers	(Approx. 5) Various Conditions Portable Used - Current Condition Unknown	
88	(1) Wear-Ever Transport Cart	Portable - Current Condition Unknown	
89	(1) Caster Hoffman Warming Cabinet	Single Sided Double Door Portable Model: HBU-1812JX Single Phase/120V/60Hz Condition Unknown - Current Condition Unknown	
90	(1) CresCor Warming Cabinet	Single Sided Double Door Portable Model: H-137-6UA-12D Condition Unknown - Current Condition Unknown	
91	(1) Carter Hoffmann Warming Cabinet	Single Sided Double Door Portable Model: HBU-1812JX Single Phase/120V/60Hz Condition Unknown - Current Condition Unknown	
92	(1) CresCor Warming Cabinet	Double Door Single Sided Portable Model: H137UA12CD Single Phase/125V/60Hz Condition Unknown - Current Condition Unknown	

93	(1) Victory Freezer	Double Door Single Sided Portable Model: FS-2D-S-7 Single Phase/115V/60Hz No Shelves Inside Unit  - Current Condition Unknown	
94	(1) Cambro Transport Cart	2-Door Portable Approx. Size 18"L x 25.5"W x 45"H  - Current Condition Unknown	
95	(Lot) Tray Transport Racks	(Approx. 2) Mfg. Lakeside Portable Approx. Size 20.5L x 28"W x 59"H  - Current Condition Unknown	
96	(Lot) Hobart Slicer and Metal Cart	(1) Slicer Model: 2712, Single Phase/120V, Condition Unknown (1) Lake Side Metal Cart  - Current Condition Unknown	
97	(1) Cashiers Stand With Tray Shelves	Mfg. Unknown Custom Built No Drawer Stationary Approx. Size 50"L x 44.5" x 36"H  - Current Condition Unknown	
98	(1) Cashiers Stand With Tray Shelves	Portable Approx. Size 49"L x 48"W x 35.5"H  - Current Condition Unknown	
99	(1) Cashiers Stand With Tray Shelves	Stationary Has (1) Tray Shelf Approx. Size 50"L x 34.5"W x 36"H  - Current Condition Unknown	
100	(1) True Double Door Freezer	Single Sided No Shelving Inside Unit Portable Model: T-49F Single Phase/115V/60Hz Condition Unknown  - Current Condition Unknown	
101	(Lot) Tensabarrier Crowd Control Stands	(Approx. 3) Condition Unknown  - Current Condition Unknown	

102	(1) Wear-Ever Transport Cart	Portable Model Unknown - Current Condition Unknown	
103	(1) Metal Cart	Portable Mfg. Unknown Approx. Size 32.5"L x 22.5"W x 32"H Not Sturdy Built Unit - Current Condition Unknown	
104	(1) Metal Prep Table With Shelf	Portable Approx. Size 72"L x 27" X 54" Overall Height Mfg. Lincoln NOTE: Buyer Bring Phillips Head Screw driver to Sperate the Lunch Tray Shelf - Current Condition Unknown	
105	(Lot) Steam Tables	(1) Duke 4-Well Steam Table - 3 Phase/208V, Stationary, Model: E304 (1) Thermaduke 4-Well Steam Table - Portable - Current Condition Unknown	
106	(Lot) Steam Tables	(1) Duke 4-Well Steam Table - 3 Phase/208V, Stationary, Model: E304 (1) Thermaduke 4-Well Steam Table - Portable - Current Condition Unknown	
107	(1) Mod-U-Serve Milk Cooler	Model: MCT-SM2 Portable Unit Marked Not Working Condition Unknown - Current Condition Unknown	
108	(1) Rubbermaid Plastic Cart	Holds up to Approx. 500 lb Capacity - 250 Top and 250 Lower Section Portable Overall Length Approx. 39"L x 17.5"W x 33"H - Current Condition Unknown	
109	(Lot) Metal Carts	(Approx. 3) Mfg. Lake Side Various Sizes - Current Condition Unknown	
110	(1) Compartment Sink	Approx. Size 11'6" Long x 2'6" Tall - Current Condition Unknown	