Lot Number	Title	Description	Thumbnail
0A	Buyer's Premium, Surcharge, and Payment Information	 **All Winning Bidders Will Be Invoiced After 3pm The Day The Auction Closes** IMPORTANT NOTICE FOR SCHERTZ-CIBOLO-UNIVERSAL CITY ISD ONLINE AUCTION: **All purchases will be subject to a (14%) buyer's premium. There Will Be A 3.25% Fee For All Purchases Not Made Bv Cash. Cashier's Check. Direct Deposit. Money Order & Wire Transfer* We do not accept Discover or American Express Pavment Terms: *Payment Must Be Received by Thursday, April 27, 2023* All Payments Are To Be Processed Through Lemons Auctioneers. (Pavments 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 	E S S
OB	Preview and Removal Information	Payment Has Been Made.)Preview: (By Appointment Only-Mandatory-No Exceptions) Friday, April21, 2023 (Hours Of Operation: 7:30 A.M 11:30 A.M./1:30 P.M 3:330P.M.)Removal Dates & Times: (By Appointment Only-Mandatory-NoExceptions) Thursday, April 27, 2023/Friday, April 28, 2023 (Hours OfOperation: 7:30 A.M 11:30 A.M./1:30 P.M 3:30 P.M.)Preview & Removal Contact: Central Receiving 210-945-6242High Dock. Pallet Jack, Dollies are Available per Request.Removal Note: There Will Be No Manpower, No Employee Assistance OrEquipment Available For Removal. Buyer Must Remove All Lots In TheirEntirety. Buyer Is Solely Responsible For Loading & Unloading, BringOwn Manpower, Equipment, Dollies Or Other Adequate Moving Devicesor Equipment, Etc. To Remove Items. Buyer Must Have AdequateTransportation To Move Purchased Items.	Calendar 4 5 6 7 8 9 16 11 12 13 14 15 16 17 18 19 28 21 22 23 24 25 26 27 28 29 30 31
0C	Location Information	Schertz-Cibolo-Universal City ISD (300 Wright Ave., Schertz, TX 78154 Driving Directions) Corner of Wright Ave and Elm St., Back of the Building Nearest to the Football Field	
		All Winning Bidders Will Be Invoiced After 3pm The Day The Auction Closes IMPORTANT NOTICE FOR SCHERTZ-CIBOLO-UNIVERSAL CITY ISD ONLINE AUCTION: **All purchases will be subject to a (14%) buver's premium. There Will Be A 3.25% Fee For All Purchases Not Made By Cash. Cashier's Check. Direct Deposit, Money Order & Wire Transfer* We Do Not Accept Discover or American Express **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 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 if you need assistance on a weekend day. **	

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

Pavment Terms: *Pavment Must Be Received by Thursday. April 27. 2023* All Pavments Are To Be Processed Through Lemons Auctioneers. (Pavments Can Be Made Online With A Credit Card Including Weekends & Holidavs. The Site Has The Capability of 24/7 Credit Card Pavments. A Receipt Will Automatically Be Available In The Invoice Portal Once Payment Has Been Made.)

Payment Types: Cashier's Check, Money Order, Cash, or 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 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, LLC. at time of pickup.

Lemons Auctioneers, LLC 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 Schertz-Cibolo-Universal City ISD

There will be no trading or sales between buyers on the Schertz-Cibolo-Universal City ISD premises

* Winning bidders are solely responsible for their own removal – Schertz-Cibolo-Universal City 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 Schertz-Cibolo-Universal City ISD

All merchandise not removed by deadline date will be considered abandoned and will be disposed of by Schertz-Cibolo-Universal City 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. 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 Buvers and Owner /Sellers: any use of this private information is strictly prohibited. If at any time vou feel your User ID and password have been compromised due to lack of security on vour 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 vour User ID and password. The security of vour Bidder information is vour sole responsibility as vou, the Bidder, will be responsible for any and all bids placed under vour user account. All bidders registering their online auction account under a business entity represent that vou 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 vou enter a maximum bid of \$500.00, the system will automatically bid on vour behalf up to vour maximum bid. The online system will advance up to vour maximum bid only when a bidder has placed a bid against vour hidden maximum bid amount or higher than vour 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 weeklv newsletter or email blast notifving its bidders of the upcoming auctions and important information. If vou are receiving a particular mailing and wish to discontinue receiving future mailings, simply forward the received email to Auctioneer to have vour name promptly removed from our list or hit the **Safe Unsubscribed** link included in the email.

5. Payment and Settlement

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,

OD	Terms and	LLC Unless otherwise noted in a specific auction's terms and conditions through vour Bidder Login area at Mv 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.	"ATTENTION"
	Conditions	2. Buver agrees that they shall not attempt a charge-back for any reason whatsoever if paying by credit card.	Read Me
		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. The form may be filled out and emailed to 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. Buver's Premium. Buvers' invoice may include a Buver's Premium charged to the buver'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 	
		 Despite efforts to avoid the withdrawal of item/lots from the sale after they are listed it may sometimes be necessary. 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 by 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 Buver at time of PAYMENT, and Buver 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 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<u>www.onlinepros.</u> <u>com</u> 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 Buver discrepancies must be reported at the **Seller's Physical Location** at time of removal (no exceptions).

10. Vehicle & Trailer Titles

1. Buver'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 buver 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 vou 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 authenticitv and qualitv of said product. Auctioneer is not responsible for the actions of the Owner/Sellers and Buvers taken before, during, and after the auction. tvpographical errors, misprints, loss of merchandise/monev, damage, or failure of equipment, due to vour visit to this auction site. Use of this site is at vour own risk. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer mav not apply to vou. This warrantv gives vou specific legal rights and you may also have other legal rights which varv 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 anv and all claims, losses, damages, liabilities, iudgments, fees, accosts and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buver'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 vou 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 foreeoing 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 award may be entered into any court having iurisdiction thereof. Auctioneer may seek any interim or preliminary relief from a court of competent iurisdiction 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 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 u	
1	(Lot) Floor Machine, and Miscellaneous	Clarke Focus Boost Ride-On Floor Cleaner, SN HF2065, Condition: Not Working Dayton Dehumidifier # 58857, SN KU236798286Y, 115V, 60 Hz, 1 PH, 7.4 Amp Conference Table (Approx 3) Boxes Elementary Library Books (Approx. 2) Mop Buckets Computer Desk Ink Cartridge HP49A Ink Cartridge Brother TN350 Sony FD Mavica Digital Still Camera MVCF087 3-Hole Paper Punch (Approx. 2) Bookends (Approx. 2) Bookends (Approx. 2) iTrail USB GPS Passive Tracker Software 2-Hole Paper Punch - Current Condition Unknown	
2	(Lot) Warehouse Push Brooms, Handles and Miscellaneous	 - Current Condition Unknown (Approx. 4) Reading Writing Centers with Dry Erase Boards Warehouse Push Broom (Approx. 7) Wood Push Broom Handles (Approx. 2) Instructional Chairs (Approx. 2) World Globe Office Chair - Current Condition Unknown 	

3	(Lot) Metal Cabinets	2-Door Storage Cabinet (Approx. 6) 4-Drawer File Cabinet (Approx. 6) 5-Drawer File Cabinet - Current Condition Unknown	Ť
4	(Lot) Chairs, Globe, and Miscellaneous	Futon Chair with Metal Frame World Globe (Approx. 2) Tablet Chairs (Approx. 5) Stools Clippers (Approx. 3) DVD/VCR Combo Player	
5	(Lot) Floor Machine and Assorted Furniture	 Current Condition Unknown Clarke Boost 32" Ride-On Floor Cleaner, SN HE2064, Condition: Not Working (Approx. 4) Partitions Office Chair Study Carrel (Approx. 4) Folding Tables Current Condition Unknown 	
6	(Lot) Assorted Electronics and Miscellaneous	VCR/TV Combo VCR (Approx. 3 Boxes) 3-Ring Binders Hard Case filled with Headphones HP Deskjet 820Cse Printer (1 Box) Asst. Puzzle & Games (Approx. 3 Boxes) VHS Tapes (1 Box) Christmas Decorations Vintage Paper Cut Board (Approx. 3 Boxes) Reading Lab Materials (Approx. 2) PC/TV Video Converter (1 Box) FDD Cables Phonic Ear Easy Listener Sound Field System PE 210 - Current Condition Unknown	
7	(Lot) Floor Scrubber and Computer Desk	 (1) Nilfish-Advance Advenger 2600 Ride-On Floor Scrubber SN 1862806, Condition: Not Working Computer Desk - Current Condition Unknown 	
8	(Lot) Steam Vac With Accessories, Library Books and Miscellaneous	Hoover Commercial Steam Vac with Spin Scrub, Condition: Unknown Steam Vac Accessories (Approx. 4 Boxes) Elementary Library Books Wall Paper Towel Dispenser (Approx. 3) Mop Buckets Scott Towel Dispenser Mobile Oxygen Tank Holder (1 Box) Scott Toilet Tissue Rolls (Approx. 2) Office Dollies - Current Condition Unknown	
9	(Lot) Charging Station, Books, and Computer Desk	Laptop Charging Station (Approx. 3 Boxes) Elementary Library Books Computer Desk - Current Condition Unknown	LUT -
10	(Lot) Charging Station, Books and Office Chairs	Laptop Charging Station (Approx. 2 Boxes) Elementary Library Books (Approx. 2) Office Chairs - Current Condition Unknown	

11	(Lot) Battery Charger, Chairs Student Chairs and Miscellaneous	Tripp-Lite Battery Charger BCPRO600 (Approx. 11) Student Chairs TV (1 Box) Books (Approx. 3 Boxes) 3-Ring Binders (Approx. 3 Boxes) 3-Ring Binders (Approx. 4) Pull Down Maps Office Wall Clock Desktop In Trays (Approx. 2) Laser Fax Super 3G (Approx. 2 Boxes) Elementary Library Books (2) Franklin Covey Poster Sets with Carrying Case - Current Condition Unknown	
12	(Lot) Cabinet and Chairs	Wood and Glass Cabinet (Approx. 8) Wood Framed Conference Chairs - Current Condition Unknown	
13	(Lot) Wet/Dry Vacuum Cleaner and Miscellaneous	Clarke Nilfish Summit Pro Wet/Dry Vac Cleaner, Condition: Unknown Folding Table Mop Bucket; Office Dolly - Current Condition Unknown	Contraction of the second
14	(Lot) Miscellaneous Electronics	Martin Yale 1217A Auto Paper Folder (Approx. 4 Boxes) Blue Connect Floor Tiles (Approx. 2) HP Printers (Approx. 3) Pull Down AV Screens World Globe VCR DVD Player Recom R-1650 Emergency Alert Radio EIKI 7070 CD Cassette Recorder	
15	(Lot) Assorted Electronics, Furniture and Office Supplies	 - Current Condition Unknown Cisco SG110D-08 Desktop Switch Surge Protectors; Raptor ID Scanner ScanShell 800 Panasonic KX-E2020 Electric Typewriter Folding Luggage Cart (Approx. 2) Cash Boxes Royal Sovereign Coin Sorter (Approx. 2) Electric Pencil Sharpeners AccuBank Currency Counter (Approx. 2) File Sorters Ink Cartridge Office Depot C4182X Black Desktop Paper In-Trays (Approx. 3) Electric Staplers Wireless Keyboard Index Dividers (Approx. 5) Book Ends Computer Tray 3-Hole Paper Punch Chair Parts (1 Box) Hanging File Folders Fellowes Telephone Stand Tablet Case - Current Condition Unknown 	
16	(Lot) Furniture and Money/Utility Bags	Executive Wood Desk Round Reception Table Stool (Approx. 16) Money/Utility Bags - Current Condition Unknown	
17	(Lot) Charging Station and Furniture	Laptop Charging Station (Approx. 3) Student Chairs (Approx. 2 Boxes) Elementary Library Books - Current Condition Unknown	

18	(Lot) Electronics and Furniture	GBC Pinnacle 27 EZ Load Laminator Pinnacle27, 120 Volt, 12 Amp, 60 Hz, SN Y100784H, Condition: Needs Repair (2) Chair Dollies Folding Luggage Cart Office Chair Wall Mounted TV - Current Condition Unknown	
19	(Lot) Charging Cart, Books and Desk	Laptop Recharging Cart (Approx. 3 Boxes) Elementary Library Books Computer Desk - Current Condition Unknown	
20	(Lot) Charging Cart, Books and Chairs	Laptop Recharging Cart (Approx. 7) Student Chairs (Approx. 2 Boxes) Elementary Library Books - Current Condition Unknown	
21	(Lot) Charging Cart, Books and Chairs	Laptop Recharging Cart (Approx. 4) Student Chairs (1 Box) Elementary Library Books - Current Condition Unknown	
22	(Lot) Furniture	(Approx. 3) Executive Office Chairs Stand Table Wood Table Tablet Chair Nurse's Cot - Current Condition Unknown	
23	(Lot) Electronics, AV Screens and Miscellaneous	(Approx. 20) CPS eInstruction Classroom Student Response System (Approx. 2) AV Pull Down Screens (Approx. 2) Office Chairs Standing AV Screen (Approx. 9) Turning Technologies Audience Response Systems Cash Box Locking Suggestion Box - Current Condition Unknown	
24	(Lot) Floor Scrubber and Miscellaneous	Clarke Alto N188M-21 Automatic Powered Floor Scrubber with Kawasaki FH541V Motor, Condition: Not Working (Approx. 2) Office Chairs (Approx. 2 Boxes) Elementary Library Books (Approx. 4) 2.80/2.50 Tires (1 Box) Tie Downs (Approx. 3) 8 ft. Lift All Web Slings Rubber Protective Clothing Desk Shelf/Riser (Approx. 2) Flat Dollies Vestil PAL-21 Double Scissor Pallet Puller Binding Machine (Approx. 2) Wood Push Brooms Pull Out Keyboard Tray - Current Condition Unknown	
25	(Lot) Computer Accessories, Books and Furniture	APC Back-UPS Pro, 700VA UPS Battery Backup & Surge Protector BR700G; APC Smart-UPS X 1500VA SMX1500RM2UNC Battery Replacement Pack SN AS1646245255 APC SC1500 Rackmount/Tower SN 5SO711T75618 (Approx. 8 Boxes) Elementary Library Books Office Chair Wood Bed Frame TV Stand - Current Condition Unknown	

26	(Lot) Books, Tools, and Miscellaneous	AV Cart (Approx. 5 Boxes) Elementary Library Books Makita LS1013FL 10" Dual Slide Compound Miter Saw, SN 9388A, 120V, 15A, 60Hz AC Delco 1500 lbs. Floor Jack Classroom Supplies Anti-Fatigue Mat	
27	(Lot) Assorted Desks	- Current Condition Unknown (Approx. 3) Executive Wood Desks Wood Teacher Desk 2-Drawer Lateral File Cabinet	
28	(Lot) Electronics and Books	 Current Condition Unknown APC Power Array Cabinet Symmetra LX SYAF16KT/SYA16K16P RBC URCS1924 Folding Table (Approx. 4) Student Chairs (Approx. 8 Boxes) Jr High Library Books Computer Speakers Altronix R2416UL 16 Fused Outputs CCTV Power Supply NOAA Weather Radio Current Condition Unknown 	
29	(Lot) Electronics, Books and Furniture	Literature/Box Rotating Rack (Approx. 4) Instructional Chairs (Approx. 7 Boxes) Jr High Library Books APC 911-0127E Replacement Battery Pack (Approx. 4) APC Smart-UPS X 3000 Rack/Tower LCD - UPS SMX3000RMLV2U (Approx. 3) APC RBC 0M-9989A-001 Smart-UPS X 1500VA Replacement Battery Pack	
30	(Lot) Electronics and Books	 - Current Condition Unknown (Approx. 3) APC SYPM4KP Symmetra LX Power Module (Approx. 5) APC SYBT5 Battery Module APC RBC117 Battery Pack (Approx. 4) Student Chairs (Approx. 6 Boxes) Jr High Library Books - Current Condition Unknown 	
31	(Lot) Computer Equipment and Chairs	APC AP9631 Network Management Card (Approx. 2) APC Smart-UPS X 3000 Rack/Tower LCD - UPS SMX1500RM2UNC (Approx. 2) APC Smart-UPS SC 1500VA UPS (Approx. 3) APC SMX3000RMLV2UNC (Approx. 7) Altronix R2416UL Commercial CCTV Equipment (Approx. 3) APC RBC CP1290 (Approx. 2) APC RBC GP1272F2 CSB Battery (Approx. 2) APC 0M-9989A-001 Minuteman Enterprise e1100 Power Supply (Approx. 10) Student Chairs Desk - Current Condition Unknown	
32	(Lot) Computer Equipment and Books	Desk (Approx. 6 Boxes) Jr High Library Books (Approx. 3) APC Button Module (Approx. 5) APC Symmetra LX Power Module SYPMAKP APC Replacement Battery Cartridge 911-0127E - Current Condition Unknown	
33	(Lot) Electronics, Filtration System, Computer Accessories, and Books	Jet Air Filtration System AFS-1500 Jet Dust Collector DC-650A; AllTech PC/TV Video Converter Mounted TV Folding Table (Approx. 4 Boxes) Books - Current Condition Unknown	

34	(Lot) Office Machines and Supplies and Miscellaneous	Label Printer Intermec EasyCoder 3400e Kroy K225 Label Printer; Digital Camera Power Adapter Table Tennis Balls Rolodex (Approx. 2) Computer Keyboards IBM Easy Strike Lift Off Tape (Approx. 13) Pocket File Surge Protectors Label Rolls Message Book Misc. Office Supplies Home Theater System HT-CT150 Sony SSCT150 Speaker Bar HP LaserJet P4015n Printer Shredder HP Printer Storage Container (Approx. 3 Boxes) Books; File Folders 10-Key Calculator Hanging File Folders Office Organizers CPU Holder (1 Box) 3-Ring Binders Metal Trash Can Artificial Plant (Approx. 2) Digital Camera Ink Cartridge Brother TN460 (1 Box) Keyboards Asst. Inked Stamps Ledger Size 3-Ring Binders 2-Hole Paper Punch - Current Condition Unknown	
35	(Lot) Wood Shop Tools, Books and Miscellaneous	Ryobi 8" Bench Grinder BGH826 Dremel 1672 16" 2-Speed Scroll Saw Delta 4D-560 2-Speed Scroll Saw Skil 3375 4" x 36" Belt Disc Sander (Approx. 2) Bench Vice Automatic Fire Protection Box of Fire Sprinkler Heads (Approx. 18 Boxes) Books 10-Key Calculator Ink Cartridge Brother DR400 - Current Condition Unknown	
36	(Lot) Volleyball Referee Stands and Miscellaneous	(Approx. 3) Volleyball Referee Stands (Approx. 3 Boxes) Clear Acrylic Sheets D1VCL 2424c (Approx. 9) Wood Directional Posts - Current Condition Unknown	
37	(Lot) Trampoline, Elementary Carpet and Tricycles	Trampoline with Protective Netting Elementary Classroom Carpet (Approx. 2) Tricycles - Current Condition Unknown	
38	(Lot) Band Saw, TVs and Other Electronics	Rigid BS14002 Band Saw, SN AM051236777 (Approx. 6) Alpha Smart 3000 (2) TVs EIKI Cassette Tape Recorder - Current Condition Unknown	
39	(Lot) Computer Equipment and Miscellaneous	Smart Board Mobile Stand (Approx. 13) Books Fellowes Galaxy e500 Comb Binding Machine (Approx. 3) Keyboards Computer Mouse Framed Art Work (1 Box) Misc. Office Supplies - Current Condition Unknown	

40	(Lot) Electronics, Tools and Miscellaneous	AV Cart Microwave VCR TV DVD Player Rigid Tool Case DeWalt 20v Max DCS393 Cordless Circular Saw DeWalt DW938 Reciprocating Saw Skil 96BAT Battery Pack (Approx. 5) Black & Decker BD12PS Cordless Drill (Approx. 4) DeWalt DC728 Cordless Drill Ryobi SA721 Cordless Dril Assortment of Recharge Batteries - Current Condition Unknown	
41	(Lot) Furniture and Books	(Approx. 12) Student Chairs (Approx. 6 Boxes) Books Podium Blue Print / Map Mobile Hanging File - Current Condition Unknown	-
42	(Lot) Cafeteria Equipment	(Approx. 2) Stainless Steel Prep Tables (Approx. 5) Mobile Tray Rack True TFM-41FL Horizontal Freeze/Refrigerator Combo, SN 8798647, 115V, 60Hz, 1PH, 2.5A, Condition: Unknown Taylor 32 oz. Food Scale TS32 French Fry Cutter Slicer - Current Condition Unknown	
43	(Lot) Tables With Cart	Table Cart with (Approx. 5) Folding Tables - Current Condition Unknown	
44	(Lot) Hoyer Lift and Office Supplies	Hoyer 400-3401 Hydraulic Patient Lifter Panasonic KXE7000 Typewriter (Approx. 2 Boxes) Typewriter Ribbon (Approx. 2) Heavy Duty Staplers Misc. Office Supplies (1 Box) Books Electric Hole Punch Manual Pencil Sharpener Follett PltDt Dolphin Binding Combs GBC Comb Bind C95 (Approx. 2) GM Adjustable Keyboard Tray - Current Condition Unknown	
45	(Lot) Cafeteria Equipment and Student Chairs	(Approx. 3) Otis Spunkmeyer Commercial Convection Oven OS-01 (Approx. 2) Cookie Acrylic Display (Approx. 3) Student Chairs - Current Condition Unknown	
46	(Lot) Risers and Student Chairs	(Approx. 4) Folding Mobile Stage Risers (Approx. 18) Student Chairs - Current Condition Unknown	
47	(1) Arbor Saw	Jet JTAS-10-3 10" Tilting Arbor Saw, SN 2091014, Condition: Needs Repair - Current Condition Unknown	The second secon

48	(1) Band Saw	Kama EV996 Mitering Head Band Saw, Condition: Needs Repair - Current Condition Unknown	
49	(Lot) Cafeteria Tables	(Approx. 4) Bench Style Cafeteria Tables (Approx. 3) Stool Style Cafeteria Tables - Current Condition Unknown	
50	(Lot) Metal Brake, Notcher, Shear and Miscellaneous	Tennsmith HBU4816 Heavy Duty Bench Metal Brake, SN 16300 Tennsmith Notcher, SN 15072 Tennsmith T5216 Metal Shear SN 13809 Peck, Stow & Wilcox 63-F Metal Folder, SN 8/55; - Current Condition Unknown	
51	(Lot) Warehouse Lighting	(Approx. 2) Hubbell Lighting 22" Low Bay with Hubbell BL-A400HS Ballast - Current Condition Unknown	20
52	(1) Treadmill	Livestock Tread Mill, Penta KB Power KBMD-240D Multi-Drive DC Motor Speed Control, 115V, 50 /60 Hz, 8 Amps with Marathon Electric Motor, Condition: Motor not working - Current Condition Unknown	P
53	(1) Wrestling Mat	Gym Floor / Wrestling Mat, Approx. 24 Feet Long. Note: Item is very heavy and long. Buyer will be required to provide necessary manpower and/or equipment to lift and load mat. - Current Condition Unknown	
54	(1) John Deere Zero Turn Mower	John Deere Z960M Zero Turn 60" Mower, SN 1TC960MGTGT051227, Condition: Missing Parts - Current Condition Unknown	
55	(1) John Deere Zero Turn Mower	John Deere Z960M Zero Turn 60" Mower, SN 1TC960MGAJT060090, Condition: Missing Parts - Current Condition Unknown	
56	(1) John Deere Compact Tractor	John Deere 4310 Compact Tractor with Loader, Condition: Needs Repair - Current Condition Unknown	