.ot 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 AUSTIN 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 Bv Cash. Cashier's Check. Direct Deposit. Monev Order & Wire Transfer* We do not accept Discover or American Express Pavment Terms: *Payment Must Be Received by Sunday, July 16, 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 Payment Has Been Made.) 	E S
OB	Preview and Removal Information	Preview: NO PREVIEW AVAILABLE Removal Dates & Times: (By Appointment Only-Mandatory-No Exceptions) Monday, July 17, 2023/Tuesday, July 18, 2023/Wednesday, July 19, 2023 (Hours Of Operation: 7:30 A.M 11:00 A.M./1:00 P.M 3: 30 P.M.) Preview & Removal Contact: Mark Curtis 512-414-6061 mark. curtis@austinisd.org org 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 & 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.	Calendar 4 5 6 7 8 9 18 1 12 13 14 15 16 17 18 19 30 21 12 22 24 25 26 27 28 29 30 31
0C	Location Information	Austin ISD Warehouse (3701 Woodbury Dr., Austin, TX 78704 Driving Directions)	
		 All Winning Bidders Will Be Invoiced After 3pm The Day The Auction Closes IMPORTANT NOTICE FOR AUSTIN 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 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 Sunday. July 16. 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 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 Austin ISD

There will be no trading or sales between buyers on the Austin ISD premises

* Winning bidders are solely responsible for their own removal – Austin 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 dav, 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 Austin 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 vears 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 © 2023 Lemons Auctioneers LLC 06/28/2023 12:50 PM

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 vour 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 vou 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 you 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 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. **Dvnamic 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. Pavment 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, LLC Unless otherwise noted in a specific auction's terms and conditions through vour **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.	(ATTENTION")
()()	Terms and 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). Buvers 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 buver'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. 	
		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 anv 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 © 2023 Lemons Auctioneers LLC 06/28/2023 12:50 PM	

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 auctionby-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.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 authenticity and quality 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/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, 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 iniuries 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 iudgment 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, emplovee. 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 vou 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 subiect matter hereof. By using this Site. vou consent to jurisdiction of the State of Texas and venue of all matters in Harris	
1	Bundy Contra Bass Clarinet	With Case, Neck and Bell - Current Condition Unknown	
2	Yamaha YEP 321S Euphonium	4-Valve Valves are Working With Case Scratches and Dents - Current Condition Unknown	
3	Conn USA Trombone	With Case, and Mouth Piece Scratches and Dents - Current Condition Unknown	
4	Reynolds Contempora French Horn	With Case Valves are Working Scratches and Dents - Current Condition Unknown	20
5	C.G. Conn, LTD USA French Horn	With Case Valves are Working Major Scratches and Dents - Current Condition Unknown	

6	Reynolds Contempora French Horn	With Case Valves are Okay Major Dents on Bell and Body Some Scratches - Current Condition Unknown	
7	C.G. Conn, LTD USA French Horn	With Case Valves are Okay Major Dents on Bell and Body Some Scratches - Current Condition Unknown	
8	Conn USA Euphonium	Model: 19I With Case and Mouth Piece Valves are Okay Fair Condition - Current Condition Unknown	P.
9	Bass Trombone	With Case King 2108 USA 8B Oxidation Scratches and Dents on Bell	
10	Pearl Marching Percussion Drum	- Current Condition Unknown With Case 5-Piece Recommend Preview - Current Condition Unknown	
11	Pearl Marching Percussion Drum	With Case 5-Piece Some Skins are Missing Recommend Preview - Current Condition Unknown	
12	King Zephyr Saxophone	With Case and Neck A Piece is Loose on Unit Some Scratches - Current Condition Unknown	
13	Clarinet	Bundy Resonite, Selmer USA Model: 577 With Case Missing Mouth Piece - Current Condition Unknown	
14	Clarinet	Mfg. Unknown With Case - Current Condition Unknown	
15	Clarinet	Bundy With Case Marked: Needs Repair - Current Condition Unknown	

	1		1
16	Clarinet	Evette Paris, France With Case Missing (1) Part Needs a Lot of Work - Current Condition Unknown	
17	Clarinet	Yamaha With Case - Current Condition Unknown	
18	Bundy Clarinet	With Case Marked: Needs Repair, Busted - Current Condition Unknown	
19	Bass Clarinet	Bundy Selmer USA With Case, Neck and Bell - Current Condition Unknown	
20	Bass Clarinet	With Case, Neck and Bell Mfg. Unknown Marked: Needs Repair, Busted Rods, Not Worth Replacing - Current Condition Unknown	
21	Baritone Saxophone	Conn With Case and Neck Has Scratches and Dents Marked: Will Need Repair	
22	Baritone Saxophone	- Current Condition Unknown Armstrong 3070 Elkhart, IN Needs Repair No Neck Has Rough Case Scratches and Dents - Current Condition Unknown	
23	Sousaphone	With Case - Damaged Has Scratches and Dents all Over 3-Valve Valves are Working Mfg. Unknown - Current Condition Unknown	
24	Bass Clarinet	Has Case, Neck and Bell Mfg. LeBlanc Esprit, Paris - Current Condition Unknown	
25	Trumpets	 (1) Mfg. Eastman - With Case, Missing Pad on (1) Valve, Valves are Working, Scratches and Dents (1) Mfg. Andreas Eastman - 3-Valve, With Case, Valves are Working, Has Tape on Unit: Needs Repair, Scratches and Dents - Current Condition Unknown 	

	1		Caracteristic Statements
26	Student Wonder Tone Trumpet	With Case Scratches and Dents Valves re Working Oxidation - Current Condition Unknown	
27	Trombones	 (1) Olds Ambassador - With Case, Oxidation, Scratches (1) Bundy - With Case, Oxidation, Scratches - Current Condition Unknown 	
28	Trumpet	Bach With Case Elkhart, IN Model: 43 Stradivari, USA With Mouth Piece Valves are Working - Current Condition Unknown	
29	Andreas Eastman Trumpet	With Case Valves are Okay Minor Scratches and Dents - Current Condition Unknown	
30	Clarinets	 (1) Bundy - With Case, Missing Mouth Piece (1) Mfg. Unknown - With Case, Missing Mouth Piece (1) Noblet, Paris - With Case, Marked: Junk - Current Condition Unknown 	
31	Sousaphones (Parts Units)	(Approx. 2) Bodies (Approx. 2) Bells Models Unknown Mfg. Unknown Scratches Dents With Metal Stand No Case - Current Condition Unknown	
32	Concert Tuba	Mirafone Made in Germany With Case 17307 4-Valve Valves are Okay Some Dents on Body and Bell - Current Condition Unknown	
33	Selmer Bass Clarinet	With Case, Bell and Neck Note: Upper Range Unplayable Needs Repair - Current Condition Unknown	22

34	Selmer Bass Clarinet	With Case, Neck and Bell Note: Leaks on Pinky Keys Needs Repair Spring Needs Replacing - Current Condition Unknown	
35	Saxophone	Signet Selmer Co., USA No Neck Needs Repair - Current Condition Unknown	
36	Saxophone	Armstrong With Case and Neck Marked: Not Approved Condition Unknown - Current Condition Unknown	
37	Yamaha Euphonium	3-Valve Model: YEP 642 (1) Valve is Not Working - Current Condition Unknown	
38	Drums	(Approx. 5) Drums (1) Case Assorted Types and Conditions - Current Condition Unknown	
39	Trombone	Mfg. Unknown Has Case and Mouth Piece Scratches - Current Condition Unknown	
40	Selmer USA Saxophone	With Case and Neck Scratches and Dents Model: Unknown - Current Condition Unknown	
41	Trombone	Blessing USA Has Case and Mouth Piece Scratches - Current Condition Unknown	
42	French Horn	King USA Model: 2269 With Case Oxidation, Dents and Scratches Valves are Working - Current Condition Unknown	
43	French Horn	King USA Model: 2269 With Case Oxidation, Dents and Scratches Valves are Working - Current Condition Unknown	

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44	French Horn	FE Old and Son With Case Valves are Working Dents and Scratches - Current Condition Unknown	
45	Yamaha Euphonium	Model: YEP 321S, 4-Valve With Case Scratches and Dents - Current Condition Unknown	
46	Yamaha Euphonium	Model: YEP 321S, 4-Valve With Case Scratches and Dents - Current Condition Unknown	
47	Bass Clarinet	Selmer USA Has Case, Neck and Bell Feels Gross to Touch Bad Case - Current Condition Unknown	
48	Trombone	Conn USA With Case Some Minor Dents and Scratches - Current Condition Unknown	
49	Trombone	Yamaha With Case Some Minor Dents and Scratches - Current Condition Unknown	
50	Yamaha Saxophone	Has Case and Neck Some Scratches - Current Condition Unknown	S
51	Yamaha YEP 321 S Euphonium	With Case 4-Valve Valves are Working Needs Cleaning Oxidation Minor Scratches and Dents - Current Condition Unknown	
52	Trombone	Conn Has Case Has a Loose Piece on Unit Some Scratches and Dents - Current Condition Unknown	
53	Bass Clarinet	Mfg. Vito-Resotone With Case, Neck and Bell Missing Fork by Keypad Needs Repair - Current Condition Unknown	
54	Yamaha Timpani's	(Approx. 4) Portable Model: TP-6132 Model: TP-6129 Model: TP-6126 One Model Unknown Some Dents and Scratches (1) Top has Tear - Current Condition Unknown	

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55	Saxophone	Elkhart, Buescher Has Case and Neck Scratches and Minor Dents	
		- Current Condition Unknown	Annual Street of
56	Trombone	Conn With Case Major Dents Some Scratches - Current Condition Unknown	
57	Trumpets	 (1) Yamaha YTR-232 - Valves are Working (1) Andreas Eastman - Spit Valve Needs Fixed, Clean Valve is Sticky, With Mouth Piece (1) York, Grand Rapids, MI - 3-Valve Condition Unknown on All Units - Current Condition Unknown 	
58	Bach Marching Baritone	Model: B1106 3-Valve No Case Valves are Working Scratches Recommend Preview - Current Condition Unknown	
59	Alto Saxophone	Mfg. Prelude Conn Selmer Model: AS700 With Case and Neck Some Scratches - Current Condition Unknown	
60	Alto Saxophone	Mfg. Prelude Conn Selmer Model: AS700 With Case and Neck Tape on Neck Some Scratches - Current Condition Unknown	
61	Alto Saxophone	Mfg. Prelude Conn Selmer Model: AS700 With Case and Neck Tape on Neck Some Scratches - Current Condition Unknown	
62	Saxophone	Mfg. RS Berkeley Has Case and Neck Some Dents - Current Condition Unknown	
63	Saxophone	Mfg. RS Berkeley Has Case and Neck Some Dents - Current Condition Unknown	
64	Empty Band Instrument Cases and Guitar	(1) Broken Guitar (Approx. 6) Assorted Size Band Instrument Cases Box Not Included - Current Condition Unknown	

65	Concert Tubas	(Approx. 2) Yamaha YEB-321 Valve Pads are Missing Valves are Sticking Has Dents and Scratches With Cases 4-Valve Some Oxidation - Current Condition Unknown	
66	Clarinets and Piccolo	 (1) Signet Selmer Clarinet With Case (1) Piccolo, Linton USA With Case (1) Clarinet - Vito With Case (1) Yamaha Clarinet With Case (1) Bundy Resonite Selmer Clarinet With Case (1) Bundy Resonite Selmer Clarinet With Case Various Conditions Possibly Missing Parts - Current Condition Unknown 	
67	Flutes	 (Approx. 2) Gemeinhardt 2SP Flute With and Without Case (1) Bundy II Selmer Co., With Case (1) First Act With Case (1) Artley Flute With Case Some Missing Parts - Current Condition Unknown 	
68	Clarinet - Parts Units	(Approx. 2) Boxes Mfg. Signet, Bundy and Possible Others - Current Condition UnknownImage: Current Condition Unknown	
69	Flutes	(1) Yamaha 221 With Case (1) Artley Symphony With Case - Current Condition UnknownImage: Current Condition Unknown	
70	Trumpet - Parts Unit	Bundy Damaged With Case Valves Work Oxidation, Scratches and Dents - Current Condition Unknown	
71	Band Equipment Carts	(1) Approx. 60"L x 36"W - Small Wheels (1) Approx. 60"L x 36"W - Big Wheels- Current Condition Unknown	
72	Xylophone	Musser, Kelon Portable Complete Unknown - Current Condition Unknown	H.
73	Bong	With Stand Complete Unknown Stationary Image: Complete Unknown Ima	J.

74	Xylophone and Parts	 (1) Yamaha YV-2700 - With Stand, Portable, Has Big Wheels, Complete Unknown Xylophone Parts on Top - Current Condition Unknown 	
75	Yamaha Xylophone and Parts	YV1600A Complete Unknown Damage to Base Portable Xylophone Parts on Top - Current Condition Unknown	
76	Musser Xylophone	Model: M44 Complete Unknown Xylophone Parts on Top of Unit Portable - Current Condition Unknown	E
77	Musser Xylophone	Model: M51 Complete Unknown Portable - Current Condition Unknown	A.
78	Empty Band Instrument Cases	(Approx. 15) Various Types and Conditions (1) Stand - Current Condition Unknown	
79	Yamaha Concert Tuba	YBB103 Dents and Scratches Oxidation 3-Valve - Valves are Working With Case - Current Condition Unknown	P
80	Bass Clarinet	Vito Has Case, Neck and Bell Joints Misaligned Needs Repair - Current Condition Unknown	
81	Yamaha Concert Tuba	4-Valve Valves are Working With Case Scratches and Dents - Current Condition Unknown	
82	Yamaha Concert Tuba	YBB-321 4-Valve Valves are Working With Case Scratches and Dents - Current Condition Unknown	
83	Trombone	Mfg. Conn C.G. Model: H88 USA With Case Has Oxidation, Dents and Scratches - Current Condition Unknown	

84	Tenor Saxophone	Mfg. Armstrong 3050 Elkhart, IN Has Case and Neck Scratches and Dents Marked: Unplayable, Needs Repair - Current Condition Unknown	
85	Drums With Case	 (1) Pearl (1) Mfg. Unknown Condition Unknown on Both Units - Current Condition Unknown 	99
86	Bach Mellophones	(1) Back - B1105, With Case, 3-Valve, Valves are Working, Has Scratches 91) Back B1106, With Case, 3-Valve, (1) Valve Sticking, Scratches - Current Condition Unknown	There is a second secon
87	Sousaphone With Case	Mfg. Unknown 3-Valve Valves are Working Scratches and Dents Has C.G. Conn Case - Current Condition Unknown	
88	Sousaphone With Case	Mfg. Conn LTD. 3-Valve Valves are Working Major Dents and Scratches - Current Condition Unknown	
89	Marching Drum Harness and Miscellaneous	Drum Harnesses - Quantity Unknown, Assorted Mfg. and Types Miscellaneous Pieces and Parts Box Not Included - Current Condition Unknown	
90	Sousaphones	(Approx. 5) Mfg. King, Conn and Possible Others Various Types and Conditions Complete Unknown Poor Condition No Cases Possible Parts Missing - Current Condition Unknown	
91	Kimball Upright Piano	Classic With Piano Bench Keys are Working Needs Restoration Comes With Piano Dollys - Current Condition Unknown	
92	Roland Digital Piano	HP-1700 No Power Cord - Current Condition Unknown	
93	Violins	(1) Frederick A Strobel - 4/4, ML85-44, 2007 Mfg. Date, With Case (1) C Meisel - #729413, With Case - Current Condition Unknown	

94	Violin	Strobel Model: M13 With Case and Bow	
5-	VIOIIN	- Current Condition Unknown	
95	Violins	 (1) ER Pfertzschner 1968 Model, A211, Needs Restoration (1) Parts Unit - Mfg. Unknown, Model Unknown, Needs Repair, Condition Unknown, With Case (1) Arseidel - Mfg. 1995, VA15, With Case No Bows - Current Condition Unknown 	
96	Cellos	 (1) Becktell Blackerby (Large Unit), 1999 Model, Has Scratches and Dents, Chip on Base Area (1) German Denocafe Republic (Small Unit), Scratches and Minor Dents - Current Condition Unknown 	
97	Cellos	 (1) G Meisel - #8850, Has Scratches (1) Lisle Violin Shop - 1/2 Double Base, 504, Needs Repair, Missing Parts - Current Condition Unknown 	
98	Violins	(1) Klaus Mueller Etude - Model: 110, 3/4, Mfg. 1999, Made in Sri Lanka, With Bow and Case (1) Bianca - Mfg. 2002, With Case, No Bow - Current Condition Unknown	
99	Violins	 (1) Strobel - Model: M13, With Bow and Case (1) Strobel - Model: Unknown, 4/4, With Bow and Case (1) Mfg. and Model Unknown, With Bow and Case - Current Condition Unknown 	
100	Cellos and Guitars Parts Units and Miscellaneous	Cellos and Guitars are Damaged Various Conditions (Approx. 5) Cello Parts Units (Approx. 4) Guitar Parts Units Boxes Not Included - Current Condition Unknown	
101	Upright Pianos	 (1) Kimball - Chicago, Keys are Damaged and Sticking, With Bench (1) Bradbury - New York, Missing Parts, Wood Damaged, Keys are Damaged - Current Condition Unknown 	
102	Timpani Drums	 (1) Ludwig - Portable, Approx. 26" Diameter (1) Ludwig - Portable, Approx. 29" Diameter Dents Various Conditions - Current Condition Unknown 	N/W
103	Timpani Drums	(1) Ludwig - Portable, Approx. 32" Diameter (1) Ludwig - Portable, Approx. 35" Diameter - Current Condition Unknown	AAA

104	Timpani Drums	 (1) Ludwig - Portable, Approx. 26" Diameter (1) WFL Symphony Model - Portable, Approx. 26" Diameter Dents Various Conditions - Current Condition Unknown 	
105	Timpani Drums	(Approx. 2) Ludwig - USA Portable Approx. 29" Diameter Dents and Scratches Various Conditions - Current Condition Unknown	
106	Timpani Drums	 (1) Ludwig - Approx. 32" Diameter, Portable (1) Ludwig - Approx. 35" Diameter, Portable Scratches and Dents - Current Condition Unknown 	
107	Bells	 (1) Jarvis Bells - Portable, Missing Parts (1) Ross Bells - Portable - Current Condition Unknown 	
108	Bells	(1) Musser Bells - Portable, Tape on Left Side Top (1) Ross Bells - Portable - Current Condition Unknown	
109	Drums	 (1) Ludwig Ensemble With Case (1) Pearl With Case - Current Condition Unknown 	P
110	Yamaha Euphoniums	4-Valve Model: YB-321 (1) Unit Valve is Stuck (1) Unit Valves are Okay Scratches and Dents No Cases - Current Condition Unknown	
111	Cornets	 (1) King Tempo II 603, USA, Oxidation, Scratches, With Mouthpiece and Case, (1) Valve is Sticking (1) King Tempo - Valves are Okay, Mouthpiece Stuck on Unit - Current Condition Unknown 	
112	Bassoon	Renard by Fox With Case - Current Condition Unknown	
113	Bassoon	Renard by Fox With Case - Current Condition Unknown	

114	Bass Clarinet	Selmer With Case, Neck and Bell - Current Condition Unknown	-
115	Clarinets	 (1) Normandy With Case (1) The Peddler Co. Elkhart, IN, With Case (1) Mfg. Unknown - Has Tape on Unit, With Case (1) Yamaha With Case - Current Condition Unknown 	
116	Band Electronics	(Approx. 2) Peterson Strobe Center 5000 - Missing Top Cover (1) Digimet Speaker - Current Condition Unknown	
117	Clarinets and Piccolo	 (1) Vito Resotone Clarinet With Case (1) Normandy Clarinet With Case (1) Bundy Resonite Clarinet With Case (1) Piccolo - Renard by Fox With Case - Current Condition Unknown 	
118	Clarinets and Piccolo	 (1) Leblanc Paris Symphony II With Case - Missing Screw Near Bridge Key on Upper Joint (Approx. 3) Renard by Fox Piccolos With Cases (1) Noblet Paris Clarinet With Case (1) Clarinet Mfg. Unknown With Case - Current Condition Unknown 	
119	Cornets	 (1) Bundy - Valves are Working, Scratches and Minor Dents, With Case (1) Getzen 300 Series - Elkhorn, WI, Dents and Scratches, Valves are Okay, With Case (1) Majestic - Valves are Okay, Major Oxidation, Scratches - Current Condition Unknown 	
120	Cornets	 (1) Olds Ambassador - With Case, Valves are Working, Scratches (1) Merana - (1) Valve Stuck, Black Color has Faded and Blotchy, With Case - Current Condition Unknown 	
121	French Horn	King 2269 Valves are Okay Has Dents With Case - Current Condition Unknown	
122	Bassoon	Selmer USA With Case - Current Condition Unknown	
123	Bassoon	Selmer USA With Case - Current Condition Unknown	

124	Bassoon	Selmer USA With Case - Current Condition Unknown	
125	Alto Saxophone	King 660 USA With Case and Neck Scratches - Current Condition Unknown	
126	Saxophone	Conn, USA With Case and Neck Scratches - Current Condition Unknown	
127	Saxophone	Conn, USA With Case and Neck Scratches - Current Condition Unknown	
128	Saxophone	Conn, USA With Case No Neck Scratches - Current Condition Unknown	
129	Vito Saxophone	With Case No Neck - Current Condition Unknown	
130	Bundy II Saxophone	With Case and Neck - Current Condition Unknown	
131	Flutes	(1) King 610 - USA With Case Pan With Case - Current Condition Unknown	
132	Flutes	 (1) Gemeinhardt With Case (1) Emerson With Case - Current Condition Unknown 	
133	Flutes	 (1) WT Armstrong With Case, Missing Parts (1) The Reynolds Flute With Case - Missing Parts (1) Artely Flute With Case - Missing Parts - Current Condition Unknown 	
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