Lot Number	Title	Description	Thumbnail
0A	(14%) Buyer's Premium, Surcharge and Payment Information	<ul> <li>**All Winning Bidders Will Be Invoiced After 3pm The Day The Auction Closes**</li> <li>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. Monev Order &amp; Wire Transfer* We do not accept Discover or American Express</li> <li>Payment Terms: *Payment Must Be Received by (Thursday, April 18, 2024) * 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.)</li> </ul>	500
OB	Preview and Removal Information	Preview: (By Appointment Only-Mandatory-No Exceptions) (Thursday, April 11, 2024) (Hours of Operation: 7:00 A.M. – 11:00 A.M. / 1:00 P.M. – 3:30 P.M.) Removal Dates & Times: (By Appointment Only-Mandatory-No Exceptions) (Wednesday, April 17, 2024, Thursday, April 18, 2024, and Friday, April 19, 2024) (Hours of Operation: 7:00 A.M. – 11:00 A.M. / 1: 00 P.M. – 3:30 P.M.) Preview & Removal Contact: Mark Curtis, 512-414-6061, <u>mark.</u> curtis@austinisd.org and Brad Carr, 512-414-6060, <u>brad.carr@austinisd.org</u> No Handling Equipment or Manpower Available <i>Removal Note: There Will Be No Manpower, No Employee Assistance Or</i> <i>Equipment Available For Removal. Buyer Must Remove All Lots In Their</i> <i>Entirety. Buyer Is Solely Responsible For Loading &amp; Unloading, Bring</i> <i>Own Manpower, Equipment, Dollies Or Other Adequate Moving Devices</i> <i>or Equipment, Etc. To Remove Items. Buyer Must Have Adequate</i> <i>Transportation To Move Purchased Items.</i>	Calendar 4 5 6 7 8 9 10 11 12 13 14 15 17 18 19 22 12 22 23 24 25 26 27 28 29 30 31
0C	Location	Austin ISD Warehouse (3701 Woodbury Dr, Austin, TX 78704 Driving Directions)	2
		<ul> <li>**All Winning Bidders Will Be Invoiced After 3pm The Day The Auction Closes**</li> <li>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 &amp; Wire Transfer* We Do Not Accept Discover or American Express</li> <li>**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.</li> </ul>	

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.

Payment Terms: \*Payment Must Be Received by (Thursday, April 18, 2024) All Payments Are To Be Processed Through Lemons Auctioneers. (Payments Can Be Made Online With A Credit Card Including Weekends & Holidavs. 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.)

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

\*\*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 vou 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 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 Adiourn Anv 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 (Austin ISD Or 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 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 Buyers 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 vou place a bid, and if vou win. vou will be obligated to buv the product at the said price vou indicated in vour bid. Placing a bid on this Site, and winning, then not paving 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 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. **Dvnamic Ending**. Each auction item in an online auction has a specific closing time and the ending time for each item is Dvnamic (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

OD	Terms & Conditions	<ul> <li>to Auctioneer to have vour name promptly removed from our list or hit the Safe Unsubscribed link included in the email.</li> <li>5. Pavment and Settlement <ol> <li>Pavment for purchases must be made in full by cash. credit card. debit card. wire transfer. direct deposit. cashier's check. or monev order made to Lemons Auctioneers, LLC Unless otherwise noted in a specific auction's terms and conditions through your Bidder Login area at Mv Invoices or by telephone at (281)357-4977 or (800)243-1113. Pavment must be made within two (2) consecutive days. (including weekends &amp; 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 pavment 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.</li> </ol> </li> <li>2. Buver agrees that they shall not attempt a charge-back for any reason whatsoever if paying by credit card.</li> </ul>	ATTENTION Read Me
		3. <b>Tax Exemption.</b> All buvers' invoices will include a sales tax amount of 8.25% per Texas State Law unless a <b>TAX</b> -EXEMPT <b>FORM</b> 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.	
		<b>Tax Exempt Forms:</b> 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. <b>The Texas Emissions Reduction Plan (TERP).</b> 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. <b>Buver's Premium.</b> Buyers' invoice may include a <b>Buver's Premium</b> charged to the buver's total auction purchases and paid to auctioneer. See each online auction for Buyer's Premium information.	
		6. <b>Cash Discount</b> . 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 <b>Special Information</b> 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 <b>My Invoices</b> .	
		<ol> <li>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.</li> <li>6. Seller/Owner Property Withdrawal and Bid Rejection         <ol> <li>Despite efforts to avoid the withdrawal of item/lots from the sale after they are listed it may sometimes be necessary.</li> </ol> </li> </ol>	
		<ol> <li>The Owner/Sellers of property sold through this Site reserve the right to reject any and all bids, in their sole and absolute discretion.</li> <li><b>7. Owner/Seller Representation</b></li> <li>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</li> </ol>	
		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. auality. condition. auantity, 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, auantity 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> 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 Buver 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 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 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 Buvers 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 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 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 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 vou 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. <b>16. Disclaimer 1</b> . 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 <b>2</b> . Any controversy or claim arising out of or relating to this Site User Agreement shall be arbitrated on an individual basis and shall not be consolidated in any arbitration rules of the Amrica Arbitration Arso and udgment on the arbitration ard may be entered into any court having iurisdiction threeof. Auctioneer may seek any interim or preliminary relief from a court of competent iurisdiction of arceated by the Agreement. <b>3</b> . 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. In orvision 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 waite the rights or property of Auctioneer pending the completion of arbitration. You and Auctioneer are independent contracts entered in accordance with, the laws of the State of Texas. If any provision of the Site User Agreement is held to the Sit	
1	Blodgett Double Convection Oven	<ul> <li>(1) Blodgett Double Convection Oven</li> <li>Dual Flow</li> <li>Natural Gas</li> <li>Portable</li> <li>- Current Condition Unknown</li> </ul>	
2	Winston Industries CVap Therm and Hold	<ul> <li>(1) Winston Industries Silver Edition Therm and Hold CVap Portable Model: CAT522GI</li> <li>208, 3 Phase, 60 Hz</li> <li>(Note: Worked at Time of Removal)</li> <li>- Current Condition Unknown</li> </ul>	
3	Carter Hoffman Humidified Holding Cabinet	<ul> <li>(1) Carter Hoffman Humidified Holding Cabinet</li> <li>(Note: Needs New Seat)</li> <li>Portable</li> <li>HWU14</li> <li>Phase 1, 120 volt</li> <li>- Current Condition Unknown</li> </ul>	

4	Mod-U-Serve Milk Cooler	(1) Mod-U-Serve Milk Cooler MCT-DM2 Portable - Current Condition Unknown	
5	Blodgett Double Convection Oven	(1) Blodgett Double Convection Oven Natural Gas Dual Flow Portable - Current Condition Unknown	
6	Global Industrial Handling Cart	(1) Global Industrial Handling Cart Approx. Size: 60" L x 30" W Platform Portable Removable Handles - Current Condition Unknown	
7	Handling Carts	<ul> <li>(1) Global Industrial Handling Cart</li> <li>Approx. Size: 60" L x 30" W</li> <li>Portable</li> <li>(1) Handling Cart, Mfg: Unknown</li> <li>Has Broken Handle</li> <li>Portable</li> <li>- Current Condition Unknown</li> </ul>	
8	Global Industrial Handling Cart	(Approx. 2) Global Industrial Handling Carts Approx. Size: 60" L x 30" W Portable Handles are Removable - Current Condition Unknown	
9	Kitchen Items	Kitchen Items Mixer Parts Scales Rolling Pin Metal Inserts Chopper Parts and Miscellaneous (1) Mixer Bowl, (Note: Boxes NOT Included) - Current Condition Unknown	
10	Metro Metal Rack	(1) Metro Metal Rack Approx. Size: 48" L x 24" W x 74" H - Current Condition Unknown	
11	Utility Refrigerator	<ul> <li>(1) Utility Refrigerator</li> <li>Model: R-30-SS-1G-D</li> <li>Phase 1, 115 volt, 60 Hz</li> <li>Portable</li> <li>Single Door, Single Sided</li> <li>- Current Condition Unknown</li> </ul>	
12	Kitchen Items	Kitchen Items (1) Mop Bucket Plastic Lids Dry Racks (1) Dry Ingredient Bins with Top (1) Dry Ingredient without Top - Current Condition Unknown	

13	Igloo Coolers	(Approx. 9) Igloo Coolers Used and Some Damaged Various Types, Sizes and Conditions - Current Condition Unknown	
14	Carter Hoffman Warming Cabinet	<ul> <li>(1) Carter Hoffman Warming Cabinet</li> <li>Portable</li> <li>PH-1825D</li> <li>120 volt, 1500 watt</li> <li>- Current Condition Unknown</li> </ul>	E
15	Bakers Rack	(Approx. 5) Bakers Rack Various Sizes and Conditions - Current Condition Unknown	
16	Lakeside Metal Counter	<ul> <li>(1) Lakeside Metal Counter</li> <li>Includes: Dispensers and Miscellaneous</li> <li>Approx. Size: 65" L x 25" W x 39" H</li> <li>- Current Condition Unknown</li> </ul>	
17	Blodgett Toaster Oven	(1) Blodgett Toaster Oven Model: SG2136G00024 Phase 1, 208-240 volt Natural Gas Portable - Current Condition Unknown	
18	Lincoln Impinger II Express Fast Bake	<ul> <li>(1) Lincoln Impinger II Express Fast Bake</li> <li>Natural Gas</li> <li>Model: 1116-000-V-KF006</li> <li>Mfg: Lincoln Manitowoc</li> <li>120 volt, 60 Hz, Phase 1</li> <li>Stationary</li> <li>- Current Condition Unknown</li> </ul>	
19	Shelleysteel Cold Storage	<ul> <li>(1) Shelleysteel Cold Storage Delfield</li> <li>Model: MARK VI 1188476</li> <li>Custom Built Food Service Equipment</li> <li>Portable</li> <li>Approx. Size: 63" L x 30" W x 34" H</li> <li>Has Canopy and 1 Tray Shelf</li> <li>- Current Condition Unknown</li> </ul>	
20	Hobart Double Door Refrigerator	<ul> <li>(1) Hobart Double Door Refrigerator Single Sided, Double Door Model: H2 Phase 1, 115 volt, 60 Hz Stationary</li> <li>- Current Condition Unknown</li> </ul>	
21	Cleveland Braiser/Tilt Skillet	(1) Cleveland Braiser/Tilt Skillet Missing (2) Knobs Natural Gas Model: Not Available - Current Condition Unknown	

22	Cambro Transport Cart	(1) Cambro Transport Cart Damaged on Back Portable - Current Condition Unknown	
23	Hatco Double Warming Display Shelf	(1) Hatco Double Warming Display Shelf Model: GRSDS-60D 120/208 volt, 14.3 Amp - Current Condition Unknown	
24	Hatco Double Warming Display Shelf	(Approx. 2) Hatco Double Warming Display Shelf Model: GRSDS-24D 120 volt, 50/60 Hz - Current Condition Unknown	
25	Tray Rack and Silver Stand	(Approx. 3) Tray Rack and Silver Stand Shelleysteel by Delfield Stationary Model: SCTS-28 - Current Condition Unknown	A section of the sect
26	Cleveland Steamcraft Ultra 10 Steamer	(1) Cleveland Steamcraft Ultra 10 Steamer Stationary Model: 24CGA10 Natural Gas Phase 1, 120 volts, 60 Hz - Current Condition Unknown	
27	Cleveland Steamcraft Ultra 10 Steamer	<ul> <li>(1) Cleveland Steamcraft Ultra 10 Steamer</li> <li>(Note: (1) Missing Knob)</li> <li>Model: 24CGA10</li> <li>Natural Gas</li> <li>Phase 1, 120 volt, 60 Hz</li> <li>- Current Condition Unknown</li> </ul>	
28	Star Metal Water Fountain /Dispenser	(1) Star Metal Water Fountain/Dispenser Water Dispenser Model: Not Available Condition: Unknown - Current Condition Unknown	
29	Heavy Duty Metal Frame	<ul> <li>(1) Heavy Duty Metal Frame</li> <li>Portable</li> <li>Approx. Size: 46" L x 118" W x 35" H</li> <li>- Current Condition Unknown</li> </ul>	A A
30	Hobart 60 Qt. Mixer	(1) Hobart 60 Qt. Mixer H-600 3 Phase, 1 Hp, 220 volt Includes Mixing Bowl, Hook, Bowl Stand, and Bowl Cover - Current Condition Unknown	

31	Hobart 60 Qt. Mixer	(1) Hobart 60 Qt. Mixer H-600 3 Phase, 1 Hp, 220 volt Includes Bowl, Stand, Whisk, and Chopper Attachment - Current Condition Unknown	
32	Hobart Meat Slicer	(1) Hobart Meat Slicer No Model - Current Condition Unknown	」 当
33	Nelson Commercial Refrigerator /Freezer	<ul> <li>(1) Nelson Commercial Refrigerator/Freezer</li> <li>BD-4</li> <li>Portable</li> <li>115 volt, 7 A, Phase 1, 60 Hz</li> <li>- Current Condition Unknown</li> </ul>	
34	SAFEMARK System Safes	(Approx. 6) SAFEMARK System Safes Item #: 6LTX3-L-9003-KW Approx. Size: 20.47" x 19.88" x 9.84" Approx. Weight: 46.20 lb Color: RAL 9003 Units Entry Available Made in China - Current Condition Unknown	
35	Challenger Safe	(Approx. 6) Challenger Safe Model: M8-DCT Approx. Weight: 20 KG Approx. Size: 8.5" x 19.125" x 13.5" Made in China Entry Available - Current Condition Unknown	
36	Sears Craftsman 10" Radial Arm Saw	(1) Sears Craftsman 10" Radial Arm Saw Model: 113.231.00 Portable - Current Condition Unknown	No.
37	Oliver Speedseal Packaging System	(Approx. 35 Boxes) Oliver Speedseal Packaging System Unused/In-Box Part #: 58104 (Note: 800 count per Box) 2- Pallets) - Current Condition Unknown	
38	Daxwell Plastic Knives	(Approx. 90 boxes) Daxwell Plastic Knives Unused (Note: 1000 per Box) Medium Weight, Color: White PPMW Series (1- Pallet) - Current Condition Unknown	
39	Daxwell Plastic Knives	(Approx. 275 cases) Daxwell Plastic Knives Unused Color: White Medium Weight PPMW Series - Current Condition Unknown	

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40	Stage/Theatre Lighting	(Approx. 20) Used Stage/Theatre Lighting Type: EC Various Conditions Some Missing Lamps Some Source Four, Junior and Others (Note: Boxes NOT Included) - Current Condition Unknown	
41	Safes	<ul> <li>(1) Sentry Safe</li> <li>(Approx. 2) Hollon Safe, 1- Missing Safe Mechanism</li> <li>(Approx. 2) Barska Cabinets/Key Style</li> <li>- Current Condition Unknown</li> </ul>	
42	Clarke Focus II Boost Floor Machine	<ul> <li>(1) Clarke Focus II Boost Floor Machine</li> <li>Has Batteries</li> <li>Conditions Unknown</li> <li>- Current Condition Unknown</li> </ul>	
43	Hack Squat Machines	(Approx. 2) Hack Squat Machines Mfg: Unknown - Current Condition Unknown	
44	Weight Benches	(Approx. 2) Weight Benches Units are Worn Seats are Torn on Both Units Mfg: Unknown - Current Condition Unknown	
45	Handling Carts	<ul> <li>(1) Handling Carts</li> <li>Mfg: Rubbermaid</li> <li>Approx. Size: 60" L x 30" W x 13" H</li> <li>Portable</li> <li>Removable Handles</li> <li>- Current Condition Unknown</li> </ul>	
46	Handling Carts	(1) Handling Carts Mfg: Unknown Approx. Size: 60" L x 30" W x 13" H Portable - Current Condition Unknown	
47	Janitorial Equipment	<ul> <li>(Approx. 3) Floor Machines</li> <li>(1) Koblenz High-Speed Burnisher, B-1500 DC, Electric</li> <li>(1) NSS Buffs, Electric</li> <li>(1) Advance SD 20, Electric</li> <li>(1) NSS Shop Vac, No Hose, Condition Unknown</li> <li>- Current Condition Unknown</li> </ul>	全联
48	Metal Gym Baskets	Metal Gym Baskets Kaspar Wire Works, Shiner, TX (Note: Boxes are NOT Included) - Current Condition Unknown	
49	3M Idea Board and Miscellaneous	<ul> <li>(1) 3M Idea Board, Portable</li> <li>(1) Whiteboard/Pegboard - Portable with Stand, Some Damage</li> <li>- Current Condition Unknown</li> </ul>	

50	Blackboard /Whiteboard and Projection Screens	Blackboard Whiteboard Projection Screens, Quantity Unknown (Note: Cart NOT Included) - Current Condition Unknown	
51	Waiting Room Furniture	<ul> <li>(Approx. 2) Matching Black Chairs</li> <li>(1) Arm Chair, Color: Black</li> <li>(1) End Table</li> <li>(Approx. 2) Stools, Need Cleaning</li> <li>- Current Condition Unknown</li> </ul>	
52	Camera Equipment	(Approx. 6) Tripods (1) Bretford FLI Charge Technology with Case (Note: Box NOT Included) (1) Microphone (1) Professional Qt. Lighting/QL 1000 with (2) Cases - Current Condition Unknown	
53	AV Equipment	Headphones, Quantity Unknown Empty Case Califone Cassette Units (Note: Box NOT Included) (1- Pallet) - Current Condition Unknown	
54	David White Level	(1) David White Level L6-20 with Case No Stand - Current Condition Unknown	
55	Projector Screens and Miscellaneous	(Approx. 2) Projector Screens Approx. Size: 70" x 70 Epson Replacement Bulbs (Approx. 2) Hitachi LCD Projectors (1) Document Camera (1- Pallet) - Current Condition Unknown	
56	Texas Instruments Calculators	(1- Pallet) Texas Instruments Calculators TINspire Touch Pads TI-84 Plus Silver Edition TI-84 Plus TI-15 TI-73 Explorerer Quantity Unknown - Current Condition Unknown	
57	Lego Education WeDo and Miscellaneous	Lego Education WeDo and Miscellaneous Model: 9580 Complete/Quantity Unknown Lego Robotic Parts Miscellaneous - Current Condition Unknown	
58	Wood Bookcases	(Approx. 2) Wood Bookcases Shop Made, Single Sided Approx. Size: 48" L x 11" D x 48" H - Current Condition Unknown	

59	Automotive Parts	Automotive Parts Includes: Headlights and Taillights, Filters, Drums and Rotors and More (Note: Box NOT Included) *See Photo for Complete List* - Current Condition Unknown	
60	Horizontal Meta Band Saw	(1) Horizontal Meta Band Saw No Blade Condition Unknown Mfg. Unknown 115/230 volt, 60 Hz, Phase 1 - Current Condition Unknown	
61	Ford Explorer Vehicle Seats	(Approx. 5) Ford Explorer Passenger Seats Some Center Consoles - Current Condition Unknown	
62	Cafeteria Tables	(Approx. 2) Cafeteria Tables Stool Type Portable Approx. 10' Extended - Current Condition Unknown	J.
63	Single Pedestal Desk	(1) Single Pedestal Desk Particle Board Hon Approx. 63" L (1- Pallet) - Current Condition Unknown	S
64	Wobbly Stools	(Approx. 18) Wobbly Stools Various Conditions Mfg: Steelcase 100% Polyurethane Foam (1- Pallet) - Current Condition Unknown	and the second sec
65	Wobbly Stools	(Approx. 18) Wobbly Stools Various Conditions Mfg: Steelcase 100% Polyurethane Foam (1- Pallet) - Current Condition Unknown	E
66	Wobbly Stools	(Approx. 18) Wobbly Stools Various Conditions Mfg: Steelcase 100% Polyurethane Foam (1- Pallet) - Current Condition Unknown	
67	Wobbly Stools	(Approx. 18) Wobbly Stools Various Conditions Mfg: Steelcase 100% Polyurethane Foam (1- Pallet) - Current Condition Unknown	E

68	Wobbly Stools	(Approx. 18) Wobbly Stools Various Conditions Mfg: Steelcase 100% Polyurethane Foam (1- Pallet) - Current Condition Unknown	
69	Wobbly Stools	(Approx. 15) Wobbly Stools Various Conditions Mfg: Steelcase 100% Polyurethane Foam (1- Pallet) - Current Condition Unknown	
70	Stackable Chairs	(Approx. 6) Black Stackable Chairs, Adult Size (Approx. 5) Blue Stackable Chairs, Adult Size Metal Base/Plastic Seat - Current Condition Unknown	
71	Special Needs Chair	(1) Special Needs Chair Travis Medical Wheel Chair/Special Needs Type Model: NXT Portable - Current Condition Unknown	
72	Office Chairs	(Approx. 5) Office Chairs Non-Matching Portable and Stationary Various Conditions - Current Condition Unknown	
73	GE Office Refrigerator	(1) GE Office Refrigerator Model: GMR04AAMBBB 120 volts, 60 Hz, Phase 1 - Current Condition Unknown	
74	Computer Cabinets and Miscellaneous Items	Computer Cabinets and Miscellaneous Items (Note: Removed from a Prior TV Station) (1) Studio Live ARA USB, 24 Bit PRESUNU Headphones, Pluggable Docking Stations, Wire, Tripod, UPS and Miscellaneous (Note: Boxes NOT Included) - Current Condition Unknown	
75	Office Chairs	(Approx. 7) Office Chairs 3- Arm/Matching, 2- Brown Matching, 2- Non-Matching - Current Condition Unknown	
76	Projection Screens	(Approx. 13) Projection Screens Various Sizes and Conditions (Note: Metal Cart NOT Included) - Current Condition Unknown	

77	Cafeteria Tables	(Approx. 3) Folding Cafeteria Tables No Chairs Included Portable Approx. 12' Extended - Current Condition Unknown	
78	Computer Cases	(Used) Computer Cases Various Sizes and Conditions Quantity Unknown - Current Condition Unknown	
79	Student Chairs	(Approx. 35) Student Chairs Color: Black, Elementary Size Various Conditions Matching (1) Purple Color Chair (1- Pallet) - Current Condition Unknown	
80	Student Chairs	(Approx. 22) Non-Matching Student Chairs Color: Black, Blue Elementary Size - Current Condition Unknown	
81	Weight Room Chairs	(Approx. 4) Weight Room Chairs Color: Brown, Matching Chrome Base with Pleather Seat (1- Pallet) - Current Condition Unknown	
82	Student Chairs	(Approx. 25) Student Chairs Color: Black Various Conditions (1- Pallet) - Current Condition Unknown	
83	Pre-K Furniture	(Approx. 3) Play Stoves, Play Refrigerator, Play Sink, (Approx. 2) Round Tables (1) Cupboard (1- Pallet) - Current Condition Unknown	
84	Pre-K Furniture	<ul> <li>(1) Book Rack</li> <li>(1) Play Sofa</li> <li>(Approx. 2 Boxes) Metal Racking</li> <li>(1- Pallet)</li> <li>- Current Condition Unknown</li> </ul>	
85	Student Desks	<ul> <li>(1) Metal Student Desk</li> <li>(Approx. 8) Table/Desk, Matching</li> <li>(1- Pallet)</li> <li>- Current Condition Unknown</li> </ul>	

86	Pre-K Furniture	<ul> <li>(1) Ironing Board</li> <li>(1) Slotted Cabinet</li> <li>(Approx. 6) Child's Racks</li> <li>(1- Pallet)</li> <li>- Current Condition Unknown</li> </ul>	
87	Music Cabinets	(Approx. 3) Music Cabinets Matching Portable 1- Unit Missing (2) Wheels (1- Pallet) - Current Condition Unknown	
88	Pre-K Furniture	<ul> <li>(1) Play Stove</li> <li>(1) Play Refrigerator - Missing Door</li> <li>(Approx. 2) Doll Beds</li> <li>(1) Cupboard</li> <li>(1) Bookcase</li> <li>(1- Pallet)</li> <li>- Current Condition Unknown</li> </ul>	
89	Cabinet	<ul> <li>(1) Cabinet with Drawers and Doors</li> <li>Approx. Size: 72" L x 21" D x 36.5" H</li> <li>(1- Pallet)</li> <li>- Current Condition Unknown</li> </ul>	
90	Modular Furniture	Modular Furniture Matching *See Photos for Complete List* (3- Pallets) - Current Condition Unknown	
91	Book Carts	(Approx. 4) Book Carts Metal (1- Pallet) - Current Condition Unknown	
92	Book Carts	(Approx. 4) Book Carts Metal (1- Pallet) - Current Condition Unknown	
93	Book Carts	(Approx. 4) Book Carts Metal (1- Pallet) - Current Condition Unknown	
94	Book Carts	(Approx. 4) Book Carts Metal (1- Pallet) - Current Condition Unknown	

95	Cabinet and Sorter Riser	(1) Sorter Riser, Metal Approx. Size: 36" x 48" (1) 2- Door Cabinet - Current Condition Unknown	
96	2- Drawer Lateral File Cabinet	<ul> <li>(1) 2- Drawer Lateral File Cabinet</li> <li>Approx. Size: 36" L x 20" W x 30" H</li> <li>Particle Board</li> <li>(1- Pallet)</li> <li>- Current Condition Unknown</li> </ul>	
97	Stackable Shelves	(Approx. 3) Stackable Shelves Approx. Size: 58" L x 15" W x 17" H Particle Board (1- Pallet) - Current Condition Unknown	
98	Storage Cabinet and Bookcase	<ul> <li>(1) Storage Cabinet</li> <li>Teachers Work Style</li> <li>Particle Board</li> <li>(1) Bookcase</li> <li>4- Shelf</li> <li>Particle Board</li> <li>(1- Pallet)</li> <li>- Current Condition Unknown</li> </ul>	
99	Vari Desk	(Approx. 17) Vari Desk Model: Pro Plus 30 (2- Pallets) - Current Condition Unknown	
100	Discarded Library Books and Educational Material	(3- Pallets) Discarded Library Books and Educational Material - Current Condition Unknown	JP-
101	Discarded Library Books and Educational Material	(4- Pallets) Discarded Library Books and Educational Material - Current Condition Unknown	APP.
102	Work Cabinets	(Approx. 2) Work Cabinets (Approx. Sizes) 1- 84" L x 20" W x 30" H 1- 72" L x 20" W x 30" H - Current Condition Unknown	