

This agreement made between CITY OF AURORA (hereinafter called "Seller") and America's Auto Auction Chicago, Inc (hereinafter called "Auctioneer", acting as agent for "Seller"). It is agreed as follows:

1) Time Frame

- a) The Seller hereby engages the Auctioneer to sell at wholesale/public auction sales, the items identified by the seller excluding chemicals, hazardous and/or environmentally unsafe equipment/material unless mutually agreed upon in writing between Seller and Auctioneer.
- b) This agreement shall cover any auction sale the Seller chooses to hold starting on January 1, 2018 and ending on December 31, 2018 and conducted in the United States at any Auctioneer permanent facility or rented/leased facility.

2) Auction Company Personnel

- a) Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale. The Auctioneer shall employ qualified personnel to perform these jobs and shall perform this engagement in a professional and skilled manner in accordance with all applicable, federal, state and local laws and regulations.

3) As-Is & Where-Is Auction Sales

- a) The auction items will be offered for sale individually, or in the case of small miscellaneous items sold in lots as determined by the Auctioneer. The auction items will be sold on an "As-Is Where-Is" basis without any warranties of any kind expressed or implied.
- b) Seller agrees to disclose to Auctioneer any known defects or faults with auction items prior to the auction sale.

4) Marketable Title

- a) The Seller specifically warrants it is the owner of, and has marketable title to, all of the auction items, free and clear from any liens, debts or encumbrances except as noted. The Seller further warrants that there are no judgments or liens against it and that there are no pending legal actions, claims or proceedings whatsoever which in any way would hinder, prevent or otherwise affect its right or ability to sell the auction items at sale.

- b) Seller agrees to deliver on request any documents, certificates, proof of ownership or titles, which would be required to deliver title to the auction items.

- c) In the case that there is a delay in the new purchaser receiving a clear title for any vehicle or trailer sold for the Seller, the net proceeds from the sale will be held, until a free and clear title is received by the purchaser, or at the discretion of the Auctioneer, that item would be pulled from the auction sale and remain the Sellers property.

5) Titles On-Site

- a) The Seller agrees to have all signed titles, a letter of authorization to sell its vehicles and any other related paperwork (seller specific bills of sale), either delivered to the sales associate signing this agreement no later than 30 days prior to sale, or hand delivered to the auction sale site no later than 7 days prior to auction sale date.
- b) To comply with motor vehicle rules and so new purchasers may transfer ownership with minimal problems, a letter of authorization needs to be on your company letterhead and must accompany all titles.

6) Delivery of Auction Items

- a) The Seller agrees to have said auction items delivered to the sale site starting 30 days prior to sale date and no later than 10 days prior to sale date. Items must be delivered in running condition (except when noted) with adequate fuel levels.

7) Insurance Coverage

- a) The Seller agrees to maintain proper insurance coverage on the auction items being sold until the day of the auction sale.
- b) The Auctioneer and owner of the sale site property will not be responsible for any damages to auction items resulting from acts of nature, theft, accident and/or vandalism while Sellers property is on the sale site.
- c) Auctioneer shall be responsible for loss or damage to Sellers auction items due to Auctioneers willful or negligent acts or omissions.

8) Commission

- a) The Seller agrees to pay the Auctioneer a commission rate of 10 percent on the gross selling price of every item identified by the Seller.
- b) The Seller agrees that Auctioneer will charge a 12 percent fee to the buyer for each item sold.
- c) The Seller agrees when applicable, that the Auctioneer may deduct its fee from the proceeds of the auction sale.

9) No Sales

- a) In the event that a successful bidder attending the auction sale or bidding live over the internet fails to pay for an item for which he is designated to be the high bidder, that auction item would be considered a "No Sale" and no fee would be charged on that item and the Seller would retain ownership of said item.

10) Reimbursed Expenses

- a) If applicable and pre-approved, the Seller agrees that the Auctioneer may deduct the exact cost for any additional services that Auctioneer provides Seller from the proceeds of the auction sale.

(1) Entry fee (2) Decommissioning, Washing and Inside/Clean Out @ range from \$35 to \$50 (range regulated by severity of work needed to be done). (3) Storage 14 days after sale day no sale item seller retrieving. (4) Transportation to from auction facility.

All fees being deducted from gross proceeds or before release to seller no sale.

11) Payout

a) Auctioneer will charge and collect from the purchaser, the purchase price together with all applicable taxes. Auctioneer will collect payment in full from the purchaser, prior to any auction items being removed from a sale site.

b) The Auctioneer agrees to pay the Seller the net proceeds from the auction sale 14 business days following the auction sale and less any approved expenses as outlined under section (10), in the form of a check made- payable, or electronic transfer, to the Seller. Proof of all approved expenses ~~is~~ it will be provided with the payout.

c) Proceeds check will be made payable and mailed to the same name and address as it appears on page 1 of this agreement.

12) Advertised Items

a) At the Auctioneers discretion, in the event that the Seller removes any advertised auction item from the auction sale, Seller agrees to pay the Auctioneer a handling fee of \$50 for each item removed from the sale.

13) Breach of Contract

a) Each party shall have all remedies available at law or in equity against the other in the event the other party breaches ~~In the event that Seller breaches any of the above warranties, or makes any misrepresentation herein, or otherwise breaches the terms of this Agreement. Seller agrees to indemnify and hold the Auctioneer harmless from any and all liabilities or damages arising out of or relating to such breach or misrepresentation.~~

b) In the event the Auctioneer breaches any term of this agreement, Auctioneer agrees to indemnify and hold the seller harmless for any and all liabilities or damages arising out of or relating to such breach.

14) Entire Agreement

a) This agreement contains the entire agreement between the parties and there are no other terms, obligations or representations, written or oral, other than contained in this agreement. This agreement may be modified only by a further writing that is duly executed by both parties.

b) Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

Seller hereby accepts all of the terms and conditions set forth above.

Company Name: CITY OF AURORA

Contact: JOE HOPP / JOLENE COULTER


Signature: _____

Date: _____

Auctioneer hereby accepts all of the terms and conditions set forth above.

Company Name: America's Auto Auction Chicago, Inc

Contact: Fred Uhter

Signature: 

Date: 2-22-2018