

AUCTION SALES LISTING AGREEMENT

This Sales Listing Agreement is by and between the City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as "City"), and Big Iron Auction Company (hereinafter referred to as "Auctioneer"). The City authorizes Auctioneer to sell City's equipment at an auction occurring during the term of this contract.

WHEREAS, the City desires to contract the services of an auctioneer to sell property declared surplus and/or obsolete by the City.

NOW, THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Scope of Service. The Auctioneer shall act for the City of Norman and conduct public auctions for the following items:
 - A. Vehicles
 - B. Office Equipment
 - C. Supplies of any description
 - D. Tools of any description
 - E. Equipment of any description
 - F. Personal property, jewelry
 - G. Bicycles
 - H. Miscellaneous items
2. Service Fee and Sale Settlement Information. The service fee will be a flat seven percent (7%). The name to appear on the settlement check shall be the City of Norman with its mailing address at P. O. Box 370, Norman, Oklahoma 73070.
3. Representation. City will allow Auctioneer to use City's name as it appears above and phone number in all advertising. Seller agrees to answer questions on repair history and condition of equipment from potential buyers. The contact person for the City is Brian Churchwell.
4. Exclusive Listing. The equipment will be listed for sale exclusively and solely with Auctioneer. City agrees that during the time the equipment is listed and until the equipment is sold, City will withdraw the equipment from any other selling services.
5. Unreserved Auction Terms. City understands and acknowledges that they are extending an irrevocable offer to sell the equipment to the highest bidder. City may not set a reserve price for their equipment. This shall be an absolute auction. There will be no minimums, reserves, buyback and no will bid on behalf of the City.

6. Withdrawal of Equipment. The equipment may not be withdrawn from the auction once the items are posted for sale. The equipment must remain at the location advertised.
7. Release of Item(s). Buyer must provide City a paid invoice or City may contact Auctioneer to ensure payment has been received. City will have the equipment ready for transportation and release it to the buyer upon proof of payment.
8. Disbursement of Funds. When City's equipment is sold and the transaction closes satisfactorily, Auctioneer agrees to disburse any monies due the City, less fees, within fourteen (14) business days after the date of sale.
9. Collapsed Sale. A collapsed sale shall be a sale that for any reason may become null and void. Auctioneer reserves the right to collapse a sale between the City and a buyer for any reason and may return any or all funds to the buyer.
10. Right to Refuse. Auctioneer reserves the right to refuse any piece of equipment for any reason.
11. Permits, Taxes, Licenses. The Auctioneer shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.
12. Records Retention. The Auctioneer shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The City must be permitted, during normal business hours, to audit and examine the books of account, reports and records relating to this contract. The Auctioneer shall maintain and make available such records and files for the duration of the contract and retain them for a period of two (2) years beyond the last day of the contract term.
13. Advertising. Auctions will be promoted through Auctioneer and advertised through Internet, newspaper, radio, trade shows, bulk mailing, bulk emailing and major trade publications. The items may be listed to draw attention to the auction. There will be no additional charge for advertising.
14. Preparation of Equipment. In getting the equipment presentable to potential buyer's pre-buy inspections, Auctioneer recommends City does the following:
 - (a) Wash the machine, remove all mud, dirt, grease and other hazardous materials.
 - (b) Clean the engine compartment and operator's station.
 - (c) Have all attachments and accessories being sold with the equipment at the same location, ready for inspection.

- (d) Have the keys available. Machine needs to start and operate, unless advertised that it will not run.
 - (e) Machines should have adequate fuel, minimum of 20 gallons.
 - (f) City's option. Perform all necessary maintenance and repairs; fix leaks, replace broken windows, broken or worn parts.
 - (g) City's option. Paint, if necessary, and apply new decals.
 - (h) Provide a copy of maintenance records and major repair performed.
15. Descriptions. It shall be the City's responsibility to verify that the machine Serial or VIN Number is correct and proof read any text descriptions, maintenance records, graphics or pictures that describe City's equipment.
16. Soliciting Bids. City agrees not to offer to sell, or sell any of City's equipment when in contact with any potential buyers. When fielding questions of potential buyers, the City will refer buyers to the Auctioneer Sale Rep and/or the Auctioneer website www.bigiron.com to submit their bids.
17. Restrictions of Use. From the time the City lists their equipment with Auctioneer, unless noted otherwise in the description, City may not operate, use, lease, rent, modify, damage or alter the equipment in any way.
18. Buyer Default. If the winning bidder does not make timely payment to Auctioneer for the equipment purchased, the buyer shall be considered to be in default. Auctioneer will notify City when any piece of equipment is in default. As the seller of any piece of equipment that is subject to buyer default, the City shall have the following options:
- Option 1. Auctioneer will offer the equipment to the second highest bidder at the second highest bidder's last bid price. If the second highest bidder accepts, the equipment will be sold and the City will receive the sales proceeds based on the second highest bidder's last bid price, less fees, within fourteen (14) business days of sale.
 - Option 2. City may re-list the equipment with Auctioneer.
19. Ownership. City agrees that the equipment is free and clear of all liens and encumbrances. City also warrants to Auctioneer and to the buyer that the equipment will be sold with a good and marketable title at time of sale. City will convey to buyer a good and marketable title. City agrees that it will warrant and defend, at City's expense, title to any equipment sold.
20. Titles. Before a title item will be listed with Auctioneer, City agrees to deliver to Auctioneer evidence of title to the vehicles or equipment being sold. Evidence of title shall include but not be limited to the original Department of Motor Vehicles title, manufactures certificate of origin and any other documents required to transfer title of the equipment to any buyer. Prior to delivery, City will endorse titles and

documents by signature or power of attorney as required so the buyer may properly register and license vehicle or equipment sold.

21. Selling, Transferring Or Assigning Contract. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without written approval of the City.
22. Indemnification/Hold Harmless. The Auctioneer agrees to protect, defend, indemnify and hold harmless the City of Norman and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to be performed by the Auctioneer under the terms of the agreement. Without limiting the forgoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

City agrees to protect, defend, indemnify and hold harmless the Auctioneer and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly from a breach or default by the City under the terms of this agreement.
23. Insurance. In this connection, the Auctioneer shall carry Workers' Compensation insurance in accordance with state laws and liability insurance of at least \$1,000,000 per occurrence. The insurance policies shall be rated B+ or better according to Best Service. The City shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or cancelled without ten days prior written notice to the City of Norman. Certificates of Insurance shall be delivered to the City of Norman if Auctioneer is successful. The policy shall be endorsed to the City of Norman as additional insurance.
24. Non-Discrimination. There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.
25. Complete Agreement. This Contract is the complete agreement of the Parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the Parties.
26. Termination For Cause. If, through any cause, the Auctioneer shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Auctioneer shall violate any of the provisions of this agreement, the City may upon written notice to the Auctioneer terminate the right of the Auctioneer to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the Auctioneer liable for any damages caused to the

City by reason of such default and termination. In the event of such termination, any completed services performed by the Auctioneer under this agreement shall, at the option of the City, become its property and the Auctioneer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Auctioneer, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Auctioneer, and the City may withhold any payments to the Auctioneer for the purpose of setoff until such time as the amount of damages due the City from the Auctioneer is determined. The Auctioneer shall not be held liable for damages under this Article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating this agreement because of such delay.

The parties agree that should City breach the terms of this Agreement the Auctioneer may upon written notice to the City have the right to assess damages and withhold payment to the City. Auctioneer may have the right to setoff any damages against the City's auction proceeds until such time as the amount of damages due to the Auctioneer is determined.

27. Term. The term of this Contract shall be one (1) year from the date of execution. This Contract may be renewed annually, up to three (3) times, with the written approval of both parties.
28. Notices. All notices required under this Contract shall be in writing and shall be mailed by certified mail, return receipt requested to the City of Norman and Big Iron Online Auctions at the following addresses:

City of Norman
Attn: Fred Duke, Procurement Analyst
P. O. Box 370
Norman, OK 73070

Stock Realty & Auction Company
Big Iron Online Auctions, a division of Stock Auction Company
210 Beaver Street
St. Edward, Nebraska 68660

29. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Contract shall be enforced according to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the City, and Auctioneer, as Parties to this Agreement, have caused this Agreement to be duly executed and delivered as of the _____ day of _____, 2020.

THE CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: _____
Name: _____
Title: _____


ATTEST:

City Clerk

Approved as to form and legality this ___ day of _____, 2020.

City Attorney

STOCK REALTY & AUCTION CMOPANY
BIG IRON ONLINE AUCTIONS
a Division of Stock Auction Company

By: 
Name: JACOB HARRINGTON
Title: Sales Representative