

**Hallsville Independent School District**  
**For the Consideration of the Board of Trustees**

**Date of Board Meeting:** March 23, 2026

**Agenda Item#:** \_\_\_\_\_

**Topic:** Approval of two-year contract with Lemons Auctioneers  
for disposal of vehicles/equipment at auction

**Background and Rationale:**

This agenda item has been prepared for the consideration and approval of a two-year contract with Lemons Auctioneers, LLC and Online Pros, for the disposal of vehicles and equipment at auction during the period from 3/24/26-3/23/28. According to the terms of the proposed contract attached, an associated commission fee of 7% of auction proceeds will be deducted from any auction sales and retained by Lemons. Lemons Auctioneers has current purchasing cooperative contracts with Region 7, OMNIA, Choice Partners and Buyboard.

**Relationship to Strategic Plan:**

**Personnel Affected:**

**Budget Implications:**

N/A

**Recommendation:**

The Administration recommends the approval of the contract with Lemons Auctioneers, LLC, as presented.

  
\_\_\_\_\_  
Signature

(Person Bringing Information to the Board)

  
\_\_\_\_\_  
Superintendent's Signature

**TIPS/TAPS COOPERATIVE PURCHASING SYSTEM  
ONLINE AUCTION AGREEMENT  
SELLER CONDUCTS ASSET TRACKING**

This Online Auction Agreement (the "Agreement") is made and entered into this 24th day of March 2026 and will conclude on the 23rd day of March 2028, between Hallsville Independent School District, Texas (the "Seller") and Lemons Auctioneers, LLC and Online Pros, (the "Auctioneer").

**WITNESSETH:**

Seller hereby employs Auctioneer to sell the surplus assets designated by Seller at an online auction at Seller's appointed auction locations.

**AUCTIONEER AGREES TO SELL SURPLUS ASSETS DESIGNATED BY SELLER (THE MERCHANDISE") UPON THE TERMS AND CONDITIONS SET FORTH BELOW:**

1. The merchandise shall be sold online on an appointed day, date, and time, and shall be available for preview on an appointed day, date, and time and place. All merchandise shall be sold "AS IS" and "WHERE IS" to the highest bidder, and without warranty except for warranty of title to the merchandise, and shall be auctioned **WITHOUT MINIMUMS, RESERVES, OR CONFIRMATIONS**, unless otherwise agreed to in writing by Seller and Auctioneer. Seller warrants and represents to Auctioneer that Seller has good title to the merchandise and that all such merchandise is free of any liens, claims or encumbrances.

2. The Seller agrees to grant Auctioneer the exclusive right to market and sell the merchandise appointed for auction by Seller. The Seller may add additional merchandise to each auction at any time. Accordingly, the property cannot be withdrawn from the sale by the Seller for any reason without the consent of the Auctioneer in writing or by email. The Seller may not attempt to sell, transfer, destroy, or alter the merchandise during the auction process.

3. Seller shall pay Auctioneer a TIPS auction sales discount fee equal to seven percent (7%) of the gross proceeds of the sale of all merchandise. The auctioneer will charge the buyer a buyer's premium equal to fourteen percent (14%) of the gross purchase price of each item purchased by such buyer paid to Auctioneer. All buyers who choose to pay for their purchases by credit card will pay a (3.75%) administrative fee per each item purchased paid to Auctioneer.

4. Auctioneers agree to promote the sale of the merchandise by mass e-mail, web analytics, and multiple promotional internet websites or use of personal contacts. The type of promotion to be used shall be determined by the Auctioneer in its sole discretion. All newspaper advertising shall be discussed between Seller and Auctioneer before any such placement at Seller's expense. Auctioneers shall also place Seller's listing on Auctioneer's Website at [www.lemonsauctioneers.com](http://www.lemonsauctioneers.com) or [www.onlinepros.com](http://www.onlinepros.com).

5. Seller shall be responsible for placing all merchandise in the assigned auction areas. The seller shall supply experienced staff to conduct asset tracking and take digital photographs of all merchandise prior to the date of the online auction, conduct online auction services, and

supervise with all auction removal.

6. Auctioneer may, at his discretion, display photos or descriptions of the merchandise on a third-party website to market and sell the merchandise. Auctioneers will watermark all photos placed on the internet for marketing purposes to defer fraudulent misuse of photographs.

7. The seller assumes all risk of loss. Auctioneer shall not be responsible, under any circumstances, for any loss, theft, or damage to the merchandise, either at its present location or at the appointed auction locations, whether before, during, or after-said auction.

8. Seller shall provide Auctioneer with all information pertaining to the merchandise, but not be limited to a written description, current condition, use, salvage, parts missing, damaged, current title to all titled vehicles, and any available manuals or reports.

9. Seller's name, or designated business name as noted in the Agreement, will be publicized on Auctioneer's website, on any marketing material, third party websites, to promote the sale merchandise.

10 Auctioneer may display Seller's logo on Auctioneers website, third party websites, and any marketing material to promote the sale merchandise.

11. Auctioneer shall approve all online bidders, manage the online auction for ten (10) consecutive days, receive, manage, and disburse all payments, and coordinate with Seller regarding all pickups and checkouts.

12. Proceeds shall be payable by cash, credit or debit card, Cashier's Check, Money Order, or wire transfer. Auctioneer offers the option of making payments in cash at its offices located at 18810 Juergen Road, Tomball, Texas. Seller shall not be charged a fee for sales that are paid through Auctioneer's Credit Card Gateway. Auctioneers will not be responsible for buyers who default on payment; however, Auctioneer shall make diligent attempts to collect all monies due to Seller from the proceeds of the auction. If monies are not collected on an item sold by auction, Auctioneer will contact Seller and discuss the option of re-listing said merchandise or Seller may remove and dispose of merchandise as Seller sees fit. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.

13. Seller understands that if the scheduled auction is canceled by Seller, the uncollected advertising shall be reimbursed to Auctioneer, upon presentation to Seller of Auctioneer's valid invoices.

14. The auctioneer shall not be responsible for removal of any auction items. Auctioneer will assist with the communication between Buyers and Seller during the removal process. Auctioneer will not be responsible for any verbal or written agreement between the Buyer and Seller during the online auction process.

15. Seller understands that Auctioneer shall deposit all auction proceeds into an Escrow Account located at Woodforest National Bank in Tomball, Texas. Auctioneers are licensed and regulated by the Texas Department of Licensing and Regulation. A license issued by said Department does not imply approval or endorsement of Auctioneer by the State of Texas. If there

are unresolved complaints, they can be made by mail to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, or by calling (800) 803-9202.

16. The proceeds from the auction shall be delivered to Seller not later than fifteen (15) banking days, contingent to Auctioneer receiving final online payment and finalization of the removal process. Auctioneer's auction sales fee and approved newspaper advertising fees shall be deducted from the gross proceeds of the auction.

17. Auctioneer shall remit to the Texas Comptroller of Public Accounts all sales taxes collected from purchasers that are due and payable to the State of Texas. Auctioneers shall account for noncollection of sales tax to persons or entities holding valid tax exemption or resale certificates. A copy of Auctioneers sales tax number is available upon request.

18. Auctioneer shall furnish to Seller an itemized statement of all auction proceeds. Such statement shall include the lot number and description of all merchandise, the amount collected, and a final accounting of all transactions.

19. Auctioneer shall be responsible for all vehicle and bus title transfers and documentation at Sellers discretion. The auctioneer shall charge the purchaser of each vehicle a \$35.00 title preparation fee for each unit purchased. The auctioneer will submit to the Texas Department of Motor Vehicles current buyer information for all titled vehicles.

20. Auctioneer shall issue all Bills of Sale upon request.

21. Merchandise removal shall be on appointed days, dates, and times as stated on the online auction timeline. If merchandise is not removed by the designated date, the ownership of the merchandise will revert to the Seller, and the Seller may dispose of or resale the item/lots at their discretion. The default buyer's account will be suspended, and no refund will be available per Seller's instructions. Auctioneer will not be responsible for the lot/items not removed during the stated deadline. Seller may charge a \$10.00 per day per lot/item late removal fee if noted on the Sellers online auction in Special Instructions.

22. This Agreement may be terminated by either party upon written notice to the other party given not less than thirty (30) days prior to the auction date.

23. All notice required or permitted to be given to Seller or Auctioneer pursuant to this Agreement shall be in writing and sent by certified mail, return receipt requested to the address shown below each parties' signature or by email. Any party may change its address for notice in the manner provided above.

24. Seller represents and warrants to Auctioneer that: (a) Seller has the right, power and authority to appoint the merchandise for sale and to enter into this Agreement and to perform all obligations, the merchandise is, and, until sold, shall remain free and clear of all liens, encumbrances or claims of third parties of any kind whatsoever; (b) good title will pass to the buyer upon sale; (c) there are no restrictions on Auctioneer to reproduce photographs of the merchandise and (d) the information the Seller has provided to Auctioneer in the Agreement is true and correct.

25. The Seller has read and understands the terms and conditions of this agreement. Both parties acknowledge that they have carefully read this Agreement, understand the contents thereof, and sign this Agreement as their own free act and deed. It is understood by Seller that, upon execution of this Agreement, Auctioneer shall commence to perform all services set out herein.

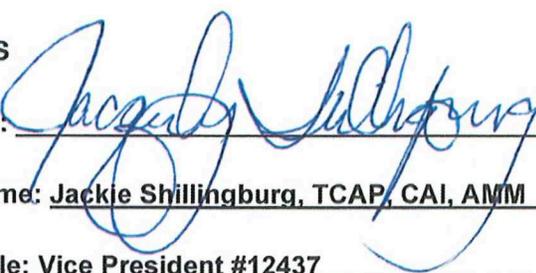
THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING SELLER:

HALLSVILLE INDEPENDENT SCHOOL DISTRICT

By: <u>X</u> _____	By: <u>X</u> _____
Name: <u>John Martin</u>	Name: <u>Mary Brown</u>
Title: <u>Superintendent</u>	Title: <u>Chief Financial Officer</u>
Address: <u>P.O. Box 810</u>	Address: <u>P.O. Box 810</u>
<u>Hallsville, TX. 75650</u>	<u>Hallsville, TX. 75650</u>
Date: <u>X</u> _____	Date: <u>X</u> _____

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING AUCTIONEER:

LEMONS AUCTIONEER, LLC AND ONLINE PROS

By:  _____	By:  _____
Name: <u>Lori Campbell, TCAP, CAI, GPPA</u>	Name: <u>Jackie Shillingburg, TCAP, CAI, AMM</u>
Title: <u>President #7341</u>	Title: <u>Vice President #12437</u>
Address: <u>18810 Juergen Road</u>	Address: <u>18810 Juergen Road</u>
<u>Tomball, Texas 77377</u>	<u>Tomball, Texas 77377</u>
Date: <u>2/23/26</u>	Date: <u>02-23-26</u>