

AGREEMENT FOR AUCTIONEERING SERVICES

THIS AGREEMENT, made and entered into this 15th day of February, 2024, by and between Independent School District No. 709, a public school corporation, hereinafter called District, and Nordic Auction, an independent contractor, hereinafter called Auctioneer.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Auctioneer will provide services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: Nordic Auction will provide auctioneering services for one day, selling surplus items of the Duluth Public School District.

1. Dates of Service. This Agreement shall be deemed to be effective as of February 1, 2024 and shall remain in effect until February 25, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. The parties agree that the Auction to take place pursuant to this Agreement shall be on February 24, 2024.

2. Performance. Auctioneer will provide Auction services governed by state laws and the Uniform Commercial Code, Minn. Stat. 336, generally, at 330 Garfield Avenue, Duluth, MN 55802 at the starting time of 10:00 A.M on February 24, 2024 (the "Auction"). Auctioneer services will include the setup and teardown of the event, appraisal of goods in concert with District for setting starting bids, registration of bidders, and any other such services necessary to conduct the auction. Within five business days following the Auction, Auctioneer will provide the District with a written list of every item sold and the cost of the item. The District, as the consignor, will work with the Auctioneer to identify goods that remain unsold at the end of the auction.

3. Reimbursement/Commission. In consideration of the performance of Auctioneer of its obligations pursuant to this Agreement, District hereby agrees to pay Auctioneer a percentage of the income of the goods sold at the auction. This percentage will be 20%.

The Auctioneer is required by Minnesota Statute 270C.65 Subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of the total dollar amount of auction proceeds from the Auctioneer, provided that Auctioneer provides the written list of items sold in accordance with Paragraph 2 of this Agreement;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. Propriety of Expenses. The fact that the District has reimbursed Auctioneer for any expense claimed by Auctioneer shall not preclude District from questioning the propriety of any such

service. District reserves the right to offset any overpayment or disallowance of any service or services at any time under this Agreement. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Auctioneer for disallowed costs.

6. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Auctioneer has provided, prepared, or utilized in performance of the terms of this Agreement.

7. Independent Contractor. Both the District and Auctioneer agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Auctioneer shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Auctioneer's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. Indemnity and defense of the District. Auctioneer hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Auctioneer breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. Notices. All required notices to be given by Auctioneer to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Auctioneer shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Nordic Auction, 2713 Courtland St, Duluth, MN 55806.

10. Assignment. Auctioneer shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** Auctioneer further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

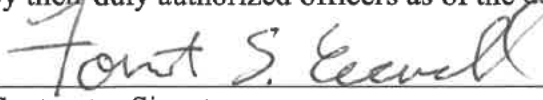

Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** The Auctioneer doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature
 
 SSN/Tax ID Number
 2-20-24
 Date


 Program Director
 2-20-24
 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	R	012	110	000	099	115
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair
 2-15-24
 Date



PERSONAL PROPERTY AUCTION CONTRACT



Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this Feb 20 day of 2024, between

of _____, hereafter called Seller,

and NORDIC AUCTION CO., Inc. hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn, auctioneer shall receive full commission on the item. If auction is cancelled by seller, all advertising expense and cost of cancelled ads plus any other incurred expenses will be paid to Nordic Auction Co., Inc.

The auction is to be held at 330 GARFIELD AV. Duluth, MN.

on the 24th day of FEB, 2024. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneers may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller immediately following auction, along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all incumbrances except as follows: (if none WRITE NONE) NONE

Item	Mortgage or Lein Holder	Address	Approximate Unpaid Balance
------	-------------------------	---------	----------------------------

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay all sale expenses including:

Auctioneer's Fee 20%

Clerk's Fee _____

Cashier's Fee _____

Other Personnel _____

Advertising Actual

Other _____

(x) [Signature]
(Auctioneer's Signature)

(x) [Signature] 320-248-6440
(Seller's Signature) (Telephone)

(x) [Signature]
(Seller's Signature)

(x) [Signature] 218-336-8704
(Seller's Signature) (Telephone)

