

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
(BUYBOARD) #708-23  
ONLINE AUCTION AGREEMENT  
AUCTIONEER CONDUCTS ASSET TRACKING**

This Online Auction Agreement (the "Agreement") is made and entered into this June 12, 2025, through June 12, 2028, between the Galveston College, 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 Accordingly, the property cannot be withdrawn from the sale by the Seller for any reason without the consent of the Auctioneer in writing or by email.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.
- 3A. Auctioneer Conducts Asset Tracking: Seller shall pay Auctioneer the Local Government Purchasing Cooperative (Buyboard) discount auction sales fee equal to eighteen percent (18%) of the gross proceeds of the sale of all merchandise. 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. Auctioneer will charge a (3.25%) administrative fee to buyers who choose to purchase their merchandise using a credit card paid to Auctioneer.
- 3B. Seller Conducts Asset Tracking: Seller shall pay Auctioneer the Local Government Purchasing Cooperative (BuyBoard) discount auction sales fee equal to seven percent (7%) of the gross proceeds of the sale of all merchandise. 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. Auctioneers will charge a (3.25%) administrative fee to buyers who choose to purchase their merchandise using a credit card 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 Auctioneer in its sole discretion. All newspaper advertising shall be discussed between Seller and Auctioneer before any such placement at Sellers expense. Auctioneer 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. Auctioneer/Seller per Agreement 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 its 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. 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. The auctioneer shall offer 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, the Auctioneer will contact Seller and discuss the option of relisting 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. 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. Auctioneer is 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 the Auctioneers sales tax number is available upon request.

18. Auctioneer shall furnish to Seller an itemized statement of all auction proceeds. Such a 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. Auctioneers 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 items/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 THE SELLER:  
GALVESTON COLLEGE

By: X

Name: Dr. W. Myles Shelton

Title: President

Address: 4015 Avenue Q

Galveston, Texas 77550

Date: X

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING THE AUCTIONEER:  
LEMONS AUCTIONEERS, LLC. AND ONLINE PROS

By: \_\_\_\_\_

Name: Lori Campbell, TCAP, CAI, GPPA

Title: President #7341

Address: 18810 Juergen Road

Tomball, Texas 77377

Date: \_\_\_\_\_