

## Resolution No. 30 of 2020



## Agreement for Auction Services

For sale of Municipal Vehicles, Equipment, &amp; Misc. Surplus Assets to be sold at Online Auction

This Agreement made on 7/14/2020, between Town of Clinton, hereafter called "Seller", and Absolute Auctions & Realty, Inc., 45 South Avenue, Pleasant Valley, NY 12569, hereafter called "AAR":

- A. ABSOLUTE AUCTIONS & REALTY, INC. (AAR) is a professional auction company, licensed, bonded, certified and insured.
- B. AAR is ready, able and willing to produce and distribute a listing of the items or lots to be auctioned. AAR has a large mailing list of proven buyers. The entire listing will be made available on AAR's website and emailed to over 65,000+ qualified buyers. Additional syndication of auctions will be provided to over 800,000+ additional potential bidders.
- C. AAR will advertise on Craigslist.com, AuctionZip.com, GoToAuction.com, the AAR website, and additional syndicated marketing portals at no charge to the seller. The entire online catalog shall be syndicated out from the AAR website to many other websites attracting buyers. Additional targeted advertising shall be completed at no cost to seller.
- D. AAR can handle the auction/sale without additional manpower from the seller. AAR will photograph and format all catalog data to be posted on our proprietary Dynamic Online Only Auction platform. The auction would be search engine optimized (SEO) by item and run for a duration of time (10-14 days) at the seller's discretion. The auction would begin closing at a set time, predetermined with the seller. Each lot would close 30 seconds apart and have a dynamic ending to allow bidding, as long as, bidders are willing to keep bidding. AAR will invoice all successful bidders and include pickup instructions that are predetermined by the seller.
- E. AAR can handle the auction/sale of any personal property and real estate that the seller would like to dispose of during the course of the year under the same terms of no commission or advertising costs to the seller.
- F. Seller will have the right to accept or reject bids from the auction. Results will be sent to the seller the following morning for approval, and a response from the seller will be returned to AAR to invoice buyers in a timely manner. AAR understands that the seller may be required on occasion to remove an item from auction in order to put back in service.
- G. The seller covenant and agrees that is has good marketable title and the right to sell all items to be sold and that assets are free and clear from all liens or encumbrances unless indicated otherwise on inventory provided by the seller to AAR.
- H. This is an online auction. AAR will collect funds on the seller's behalf and remit proceeds to the seller. The seller will handle the transfer of title, if any, at time of pick-up. AAR will collect sales tax and remit to NYS. NOTE: If a county, AAR can remit sales tax to the county. County must provide their Federal ID# for the buyer's bill of sales.
- I. AAR will send an itemized report with all closing documentation to the municipality for their records along with the proceeds approximately fourteen (14) days after the closing of the auction.
- J. The Terms & Conditions of this agreement shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller.

**COMPENSATION**

ABSOLUTE AUCTION & REALTY, INC. will not charge the seller any commission or advertising expenses (except for additional requested advertising by the seller). AAR will receive as its sole compensation the following percentages of the amount(s) bid and paid for each item sold at auction, commonly known as a "buyer's premium" paid by a buyer at the time of the auction:

- a. Ten (10%) buyer's premium at public auction of all vehicles, equipment and surplus items.
- b. Three (3%) buyer's premium at public auction if a vehicle is sold within two (2) model years of sale.
- c. Four (4%) buyer's premium at public auction if a vehicle is sold within three (3) model years of sale.
- d. Any additional specialty advertising expense chosen by the seller and marketed by Auctioneer, such as targeted postcard mailing, shall be deducted directly from proceeds of said auction.

**AGREEMENT**

AAR understands and is willing to provide auctioneer services under this agreement with the seller for Auction Services & the exclusive right to sell surplus assets at auction.

**INSURANCE REQUIREMENTS**

AAR maintains Workers Compensation coverage on all employees. In addition, AAR has General Liability Insurance Coverage to comply with multiple municipality requirements and can name seller as an additional insured at no cost.

Seller/Municipality: Town of Clinton

Contractor: Absolute Auctions &amp; Realty, Inc.

Name (Printed): Town of Clinton

Name: Philip Gableman

Payment Address: 1215 Centre Road  
Rhinebeck, NY 12572Address: 45 South Avenue | P.O. Box 1739  
Pleasant Valley, NY 12569Email Address: highway@townofclinton.com

Email Address: info@aaructions.com

Phone Number: 845 266 3204

Phone Number: (845) 635-3169 opt. 7

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Raymon P. Oberly