



**Contract Committee Review Request**  
**MUST BE COMPLETED IN FULL**

Date: 3/14/2025

Contract/Agreement Vendor:   
Name of Vendor & Contact Person  
  
Vendor Email Address  
  
Describe Contract (Technology, program, consultant-prof Development, etc.)  
Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.  
  
Reason/Audience to benefit  
  
BOE Date  
  
Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal **&/or** Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO  
If yes, Technology Admin:

Cabinet Team Member:

Funding Source:   
Fund/Project   
OCAS Coding

☒ **Consent**

☐ **Action**

Accept and approve the NEW agreement between Broken Arrow Public Schools and Mr. Ed's Auction Company, Inc., who will hold an online auction to sell items declared surplus and approved by the Board of Education belonging to the child nutrition and warehouse inventory. Mr. Ed's Auction will receive fifty (50) percent of the gross proceeds from this auction as payment for services rendered. A. Rice

**Summary** This area must be complete with full explanation of contract

**The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.**

## MEMORANDUM

To: Mr. Chuck Perry  
From: Mr. Andy Rice  
Date: April 14, 2025  
Re: Mr. Ed's Auction

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### **SUBJECT**

Accept and approve the NEW agreement between Broken Arrow Public Schools and Mr. Ed's Auction Company, Inc., who will hold an online auction to sell items declared surplus and approved by the Board of Education belonging to the child nutrition and warehouse inventory. Mr. Ed's Auction will receive fifty (50) percent of the gross proceeds from this auction as payment for services rendered. A. Rice

### **SUMMARY**

### **FUNDING**

### **RECOMMENDATION**

Approve



**MR. ED'S AUCTION COMPANY, INC.**  
5955 East 580 Road • Catoosa, OK 74015  
Phone: (918) 266-4218 • Email: [mred@mredsauction.com](mailto:mred@mredsauction.com)

## **AUCTION AGREEMENT**

This agreement, dated \_\_\_\_\_, between Broken Arrow Public Schools, Seller, and Mr. Ed's Auction Company, Inc., an Oklahoma corporation ("Auction Company") of Catoosa, Oklahoma:

The Seller does hereby commission Auction Company to sell to the highest bidder, without minimum or reserve, the following described Personal Property: Surplus School Property

Online Auction is to be conducted: Date: TBD Time: TBD Site: [mredsauction.hibid.com](http://mredsauction.hibid.com)  
Location: 1810 W Detroit St., Broken Arrow, OK 74012

### **TERMS AND CONDITIONS**

1. Seller agrees to pay Auction Company 50% (fifty percent) of the gross proceeds of the surplus school inventory, as compensation for professional services rendered ("professional fees"), to be deducted from auction proceeds, and grants Auction Company a lien on the gross proceeds to the extent of its professional fees, advertising costs, and related costs as necessary.
2. Seller also agrees to allow a deduction from gross proceeds of the actual advertising and/or promotional expenses of said auction ("advertising costs") estimated at \$750.00.
3. Seller agrees to allow a deduction from gross proceeds the actual costs for any legal fees incurred by the Auction Company; and reimbursement of credit card processing fees (3.5% or actual percentage of credit card charges) incurred during the auction or any other costs outlined in this agreement.
4. Mr. Ed's Auction Company, Inc., agrees to:
  - A. Provide auctioneers, clerks, cashiers, bid spotters, and at least two additional floor personnel for moving assistance.
  - B. Advertise property to be auctioned in effective and customarily accepted methods within the limits of the advertising budget herein above agreed. Auctioneer may (as appropriate and at its discretion) utilize its internet platform [mredsauction.hibid.com](http://mredsauction.hibid.com) to offer assets for online bidding to reach a national audience. Auctioneer may collect a premium from the buyer to cover additional expenses.
  - C. To conduct said auction on date and time herein specified in an efficient and competent manner.
  - D. To clerk said auction and at the conclusion of same, furnish Seller a copy of the Clerked Lots Report and/or Clerking Sheets indicating gross sales realized.
  - E. To accept monies from successful bidders, deposit them in a Trust Account in RCB Bank in Catoosa, Oklahoma, or other insured financial institution, and at such time as Bank honors the account (normally nine banking days after deposit), render all net proceeds due to the Seller by Cashier's Check or Trust Account Check (gross proceeds less agreed professional fees, advertising costs and related costs (if any) herein noted or as may be mutually agreed upon after the signing of this Agreement) along with a Statement explaining all disbursements of auction proceeds.

Probable date of account clearance and disbursement of funds: No later than Ten (10) business days from the date of the auction. Net proceeds will be paid to Broken Arrow Public Schools. NOTE: Any outstanding indebtedness, judgments, or liens will be deducted from net proceeds and paid jointly to lien holder and Seller.

**SPECIAL TERMS AND CONDITIONS**

Seller warrants that no items listed or implied verbally as being included in the auction will be deleted from said auction. If any such items are removed from auction, services fees may increase. All property herein noted or implied is owned solely by Seller, the Seller has the right and authority to sell the property, the sale is not in violation of any law, statute, ordinance, regulation or order of a Court and the property is free and clear of all liens, security agreements or encumbrances of any nature, including personal property tax, federal and state taxes of any type, IRS and UCC liens filed of record, chattel agreements, and judgments. *Exceptions are to be noted below or on the back of this agreement.*

Seller agrees to indemnify and hold Auction Company harmless from any loss, cost or expense, including a reasonable attorney's fee, in connection with this agreement in any way. Seller understands and acknowledges that if any person or entity makes any claim as to the property or proceeds from the sale of the property, Auction Company is free to file an action with a Court with proper jurisdiction interpleading the funds for distribution per an order of the Court.

Mr. Ed's Auction Company, Inc., accepts no liability for injuries, theft or damage should any occur before, during or after said auction. Neither does Mr. Ed's Auction Company, Inc. accept any liability for bogus or insufficient checks or any other items not paid for any reason, should any be received in collection procedure of said auction. Additional items may be added below or on reverse side.

This agreement will be governed by, construed and enforced in accordance with Federal law and the laws of the State of Oklahoma. If any provision or term is found or alleged to violate any law, statute, rule or regulation, either federal or state, such provision or term will be void and unenforceable. The remainder of the contract will be enforced to the extent practicable. This agreement has been accepted by Seller in the State of Oklahoma. Seller agrees that any dispute arising out of this agreement will be litigated in Rogers County, State of Oklahoma. Seller agrees to both jurisdiction and venue in Rogers County, State of Oklahoma. This agreement shall inure to the benefit of, and be binding upon Seller and Auctioneers, their heirs, legal representatives, successor and assigns.

This contract not transferable or assignable, unless approved by the Auction Company.

Accepted and approved by:

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

ctabbott@baschools.org

\_\_\_\_\_  
Email

Accepted and approved by:

Mr. Ed's Auction Company, Inc.

Zachary Vierheller

Auction Company Representative

**This is a legally binding contract. If not understood, seek advice from an attorney.**