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[www.tlcauctions.com](http://www.tlcauctions.com)

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### AGREEMENT

This agreement dated the 1<sup>st</sup> day of July 1st, 2020 in the County of San Bernardino, State of California, between **Alvord Unified School District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at [TLCAuctions.com](http://TLCAuctions.com) or at [eBay.com](http://eBay.com)

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Alvord Unified School District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.
2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.
4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all

board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuant to this agreement.

11. The term of this agreement shall be for a period of 1 year and will end on the 30<sup>th</sup> day of June, 2021. The SELLER or AUCTIONEER have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination. The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

The parties hereto have executed this Agreement on the 1<sup>st</sup> day of July 2020

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

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

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

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

TLC Auctions

Alvord Unified School District



***A full service surplus management company***



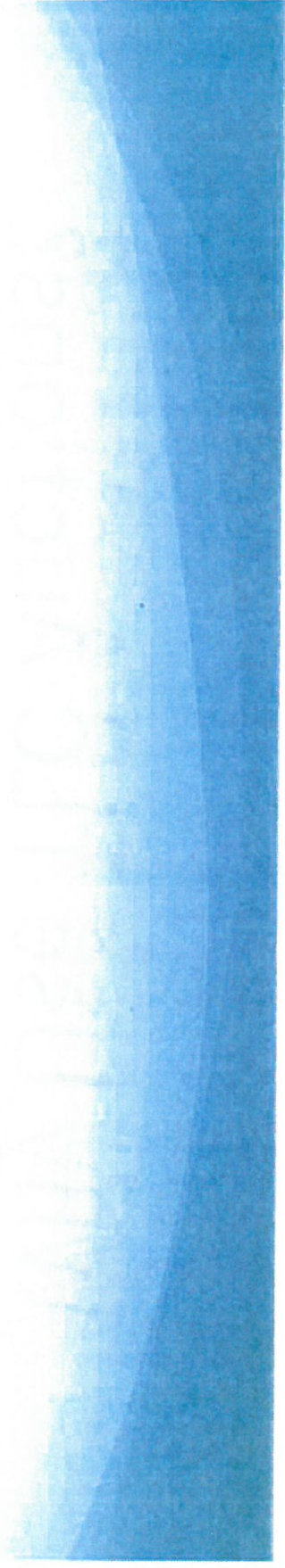
# Our Story

TLC Auctions (aka. The Liquidation Company) was founded in 1993 to help school districts, colleges, and universities maximize the value of their surplus sales. Our mission is to give school districts the best service possible and return maximum profits on assets no longer needed. We provide full service removal and liquidation of all school surplus. We specialize in e-Waste, Commercial Kitchen Equipment, Industrial Machinery, and Vehicles. Although we have a very strong buyer base in those particular areas of surplus, we are committed to helping you remove all of your surplus including furniture and even scrap metal. In the past 17 years, as the largest auction company specializing in school surplus, we have returned over 12 million dollars to schools and we dedicate ourselves to keeping your warehouse/"boneyard"/surplus yards cleaner than ever.



# How it Works

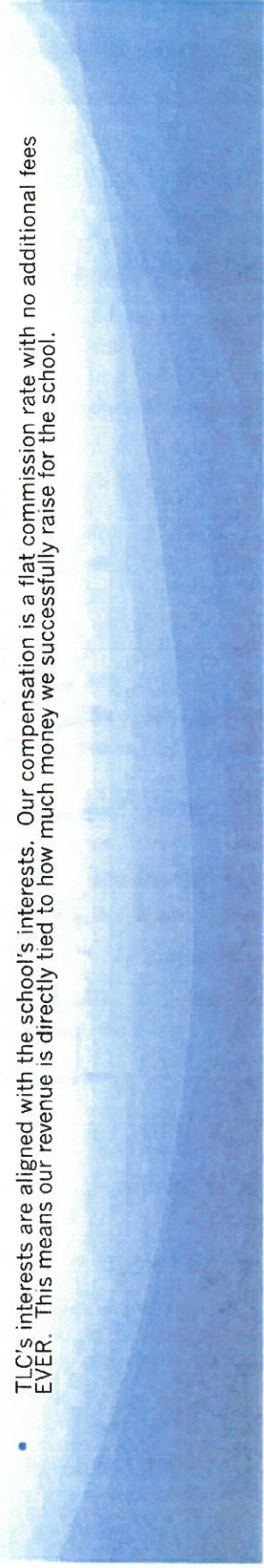
After scheduling a pickup with a simple phone call, our trucks come to your site and pick up your surplus items, including but not limited to, ewaste, food service, grounds equipment, furniture, vehicles, etc. and transport them to our facility. Because we sell 1000's of items every month we have built up a very dedicated group of buyers of typical school surplus items. We are also licensed with the state of California and the Department of Toxic Substances Control as a collector of e-Waste and can obtain a document of destruction on each and every piece we dispose of for you. TLC's mission is to provide top notch service while maximizing the value of surplus assets for our clients. TLC leverages it's well known once a month auction as well as our broad and diverse database of thousands of buyers in order to maximize value to surplus asset sellers. We conduct numerous on site and online auctions throughout the year. TLC is the ONLY surplus management company that will handle not only your valuable surplus but we will also help you get rid of the less desirable surplus that no one will remove without significant costs. We strive to keep your surplus yard/warehouse/"boneyard" clean!





# Why Use TLC Auctions?

- Removal of ALL surplus is only a phone call away
- TLC will organize, palletize, wrap and load all surplus
- TLC prepares all assets to bring top dollar in a sale
- TLC removes all license plates and logos from school assets
- TLC provides Documents of Destruction for all CPU e-waste to assure data integrity
- TLC has decades of experience in collecting, handling and selling surplus assets
- TLC's experience will also insure you are in compliance with the Educational Code
- TLC offers live competitive bidding combined with the reach of online bidding to create a superior auction environment for both buyers and sellers
- TLC will provide guidance on surplus values allowing schools to better manage their time and resources.
  - TLC will assist in disposing of low value surplus so that no resources are wasted on moving and storing surplus that will not return value to the school.
- TLC's interests are aligned with the school's interests. Our compensation is a flat commission rate with no additional fees EVER. This means our revenue is directly tied to how much money we successfully raise for the school.



# TLC vs Your Current Solution

Does/Is your Surplus handler.....	TLC Auctions	All Others
Handle AND pick up all types of surplus including e-waste AND furniture?	YES	NO
Organize, palletize, wrap and load your surplus?	YES	NO
Have 25+ years experience meeting Ed Code requirements?	YES	NO
A licensed e-waste collector with the California CalRecycle and registered with DTSC?	YES	MAYBE?
Fully insured vendor with employees who have decades of experience dealing with schools?	YES	NO
Serve over 100 school districts in Southern California?	YES	NO
Have a database of almost 5,000 buyers who have specific interest in typical school surplus items?	YES	NO



# Partial Client List

Alta Loma SD	Etiwanda SD	San Bernardino City USD
Anaheim City Schools	Fontana USD	Santa Monica College
Arcadia	Fullerton USD	South Whittier SD
Bassett USD	Hawthorne USD	Tustin USD
Bear Valley USD	Huntington Beach USD	Univ of Redlands
Bellflower USD	Irvine USD	Victor Elementary SD
Beverly Hills USD	Jurupa USD	Victor Valley College Dist
Brea Olinda SD	La Habra SD	Westminster SD
Centralia SD	Laguna Beach SD	Whittier USD
Cerritos College	Long Beach Comm College	Yucaipa USD
Chaffey College	LA County Office of Education	
Chaffey JUSD	Lowell JUSD	
Citrus College	Magnolia SD	
City of Fontana	Murrieta Valley SD	
City of Montclair	Ontario Montclair SD	
Claremont USD	Orange USD	
Colton JUSD	Orange County Dept of Educ	
Covina Valley USD	Palm Springs USD	
California State, Los Angeles	Pasadena City College	
Cypress SD	Placentia Yorba Linda SD	
Desert Sands USD	Rialto USD	
Downey USD	Riverside Comm College	
East Whittier SD	Riverside Dept of Education	