

ADDENDUM TO ONLINE AUCTION CONTRACT ("AGREEMENT")

BETWEEN

AUCTIONS INTERNATIONAL, INC. ("AUCTIONEER")

AND

YONKERS PUBLIC SCHOOLS ("SCHOOL DISTRICT")

The provisions of this addendum supersede any conflicting provisions elsewhere in the Agreement.

1. The term of this Agreement shall commence upon full-execution of the Agreement and terminate on June 30, 2024. The School District reserves the right to terminate this Agreement and all services to be provided hereunder upon ten (10) days' written notice to AUCTIONEER. Upon receipt of notice that the School District is terminating this Agreement in its best interests, AUCTIONEER shall stop work immediately and incur no further costs in furtherance hereof.
2. AUCTIONEER agrees that all services performed pursuant to this Agreement shall be carried out in accordance with current industry standards and/or trade practices. AUCTIONEER further agrees that all services provided herein shall be provided under the direction of the School District Superintendent and/or his/her designee(s).
3. AUCTIONEER shall comply, at its own expense, with all applicable local, state, and federal laws, rules and regulations, including, but not limited to, all School District practices, procedures, and policies.
4. AUCTIONEER understands that in performing this Agreement it may have access to confidential information in possession of the School District, including but not limited to student information, such as student names, and protected information. It is agreed that the definition of confidential information for purposes of this Agreement includes all documentary, electronic or oral information made known to AUCTIONEER by Yonkers Public Schools through any activity related to this Agreement. AUCTIONEER agrees not to reveal any confidential information received from Yonkers Public Schools or generated pursuant to this Agreement to any third-party and understands that any such disclosure shall be considered a breach of this Agreement. AUCTIONEER agrees that if it receives a subpoena for divulgence of confidential information, it shall notify Yonkers Public Schools prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, AUCTIONEER further agrees, to the extent applicable:
 - a. Not to sell or release a student's personally identifiable information for any commercial purposes.
 - b. Not to use the education records of Yonkers Public Schools or any student, teacher and/or principal data of Yonkers Public Schools for any purpose other than those explicitly authorized in this Agreement.


- c. To use reasonable administrative, technical and physical safeguards consistent with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of Yonkers Public Schools while in motion or in the custody of AUCTIONEER from unauthorized disclosure;
 - d. To limit internal access within AUCTIONEER to the education records of Yonkers Public Schools as well as to the student, teacher and/or principal data of Yonkers Public Schools to those individuals that are determined to need such records or data to perform the services set forth in this Agreement;
 - e. To safely store any data concerning the students, teachers and/or principals of Yonkers Public Schools, in accordance herewith;
 - f. To immediately notify Yonkers Public Schools in the event that any personally identifiable information of Yonkers Public Schools, its employees, students or administrators is breached and/or released without authorization; and;
 - g. Upon termination of this Agreement, AUCTIONEER will return all such data to Yonkers Public Schools.
3. AUCTIONEER acknowledges that federal and state laws protect the confidentiality of personally identifiable information of students of Yonkers Public Schools, as well as its teachers and principals. AUCTIONEER represents and warrants that any officers, employees or agents of AUCTIONEER, who will have access to student, teacher and/or principal data of Yonkers Public Schools, has received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access to such data.
4. AUCTIONEER shall notify School District in writing on five (5) days' notice if it intends to hire any School District employee to help facilitate the terms of this Agreement and hereby agrees to obtain the prior written consent of the School District prior to the hiring of any School District employee. If AUCTIONEER hires a School District employee to help facilitate this Agreement, the School District hereby reserves the right to inspect and/or audit any and all of AUCTIONEER's employment records that pertain to the School District employee AUCTIONEER hires pursuant to this Agreement. School District shall provide no less than three (3) days' notice to AUCTIONEER prior to requesting an inspection of said records.
5. That except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or intentional tortious acts of the Yonkers Public Schools and/or the City of Yonkers, AUCTIONEER shall defend, indemnify and hold harmless the Yonkers Public Schools, Yonkers Board of Education, and the City of Yonkers, and their respective officers, employees, agents and elected and appointed officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss (including but not limited to personal injury and death) to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by AUCTIONEER or third parties under its direction or control, including without limitation, any claim that any materials provided by AUCTIONEER infringes upon an intellectual property right. If such an intellectual property infringement claim is made, or appears likely to be made, AUCTIONEER agrees to modify or replace the challenged material(s) with materials that are not alleged to infringe an intellectual property right of another.

- (a) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.
- (b) AUCTIONEER agrees to give the School District immediate written notice to as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the Yonkers Public Schools and/or the City of Yonkers in connection herewith; and
- (c) AUCTIONEER agrees to procure and maintain adequate and sufficient insurance, or contractually cause a third party to procure and maintain insurance, naming the School District, Yonkers Board of Education, and City of Yonkers as additional insured (including, without limitation, a waiver of subrogation).

IN WITNESS WHEREOF, the Parties hereby indicate their agreement and consent to this Addendum as set forth above.

YONKERS PUBLIC SCHOOLS

By:


Name: Dr. EDWIN QUEZADA

BG

Name:

Title:

Interim Superintendent

Date:

7.28.23

AUCTIONS INTERNATIONAL, INC.

By:



Name:

MARC SMITH

Title:

Sales Representative

Date:

7/27/2023

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF EDUCATIONAL INSTITUTION ASSETS

This Agreement made on ___/___/20___, between Yonkers Public Schools, hereafter called "Seller", and Auctions International, Inc., 111 67 Big Tree Road, East Aurora, NY 14052 hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms. The Auctioneer will utilize photos and descriptions provided by the Seller to create the online auction listings and conduct the sale.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

Seller agrees to provide photograph(s) and a completed condition report (or suitable description) for each auction 'lot' (item or group of items) to be sold at auction. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary.

It is agreed that all auction merchandise be sold to the highest bidder, with no warranty expressed, implied or otherwise, and with the Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Upon approval by the Seller, successful bidders will be invoiced by the Auctioneer, and payment will be collected from purchasers. For payments made with cash, money order, wire-transfer or guaranteed funds, a discounted buyer's premium of 10% will be added to the high bid price. A 14% non-discounted buyer's premium will be added to the high bid price for payments made with credit cards, debit cards. Applicable sales tax will be assessed and collected on all items.

If requested by the seller and agreed upon by the agent, an agent of the auctioneer will travel to Seller's facility to obtain photo and condition reports of the Seller's items, for the following fees:

Thirty Dollar (\$30) fee for each motorized equipment or vehicle and a Five Dollar (\$5) fee for each auction lot that is not a motorized vehicle. These fees will be deducted from the sale proceeds before final payment is made to the seller. In the event that an auction price is declined, the seller will not be charged a fee.

The Seller agrees to release auction merchandise to purchasers who present a paid invoice from the Auctioneer. For vehicles, Seller agrees to turn over title, keys and all other proof of ownership upon release of the merchandise to the purchaser.

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

Minimum Commission Earned for each lot listed in the auction will be \$25.00. If a lot sells for at least \$250, then no commission will be charged to the Seller. If a lot sells for \$249 or less, then an amount sufficient to make up the difference between the minimum commission of \$25 and the actual bid price will be deducted from the sale proceeds. This fee will be deducted from the auction proceeds before the final payment is made to the Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and after all monies has been received, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the renegeing bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction.


INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(X)  Dr. Edwin M. Quezada, Interim Superintendent (914) 376-8008
Seller's Signature(s) Printed Name and Agency Title Telephone Number

(X) _____
Seller's Agency Payment Address (Check will be made out and mailed to Seller from Auctioneer for payments received)

(X)  (X) _____
Auctioneer's Signature Sellers Email Address