

Please sign and return
one original to:

City Clerk's Office
City of Redlands
P. O. Box 3005
Redlands, CA 92373

AUCTION AGREEMENT

second of August 1994 by and
hereinafter referred to as the SELLER, and Champion
hereafter referred to as the AUCTIONEER.

*Sent to Mike H.
for forwarding*

to hold an auction for the sale of personal property surplus

The AUCTIONEER is obligated to perform under the terms
of this agreement, and the SELLER shall pay to the AUCTIONEER a SELLER'S fee of ten
percent (10%) of the gross sales of the SELLER'S consigned equipment. (Payment shall
be effected from the proceeds of the auction). AUCTIONEER shall provide a check made
payable to the SELLER for proceeds of the auction. The check shall be delivered to the
SELLER no later than thirty (30) working days after the auction.

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 such property to the highest qualified bidder. Also, AUCTIONEER shall
perform all other duties in regard to such sales, including but not limited to advertising
(except public notice advertising), marketing, cashiering, bookkeeping, clerking, set-up,
tagging, inventorying, and other related functions.

3. AUCTIONEER shall be an independent contractor retained by the SELLER for the
aforementioned purpose. Employees of the AUCTIONEER shall 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 clear and legal right to sell all surplus property consigned to
AUCTIONEER. SELLER shall provide a listing of all property to the AUCTIONEER, a
copy of which shall be made an integral part of this agreement as Exhibit "A". No items
shall be removed from Exhibit "A" by SELLER without prior written consent of the
AUCTIONEER.

5. The AUCTIONEER shall not sell, assign, subcontract, factor, or transfer the
Agreement or any of the rights or privileges granted thereby without the prior written
consent of the SELLER.

6. The AUCTIONEER shall comply with all Federal, State, and Local safety,
environmental, and sanitation laws and regulations. The SELLER maintains responsibility
for handling and disposal of all hazardous materials at the SELLER'S expense. The
validity in whole or in part of any provision of this Agreement shall not void or affect the
validity of any other provision of this Agreement.

AUCTION AGREEMENT

This agreement dated the second of August 1994 by and between the City of Redlands, hereinafter referred to as the SELLER, and Champion Auctioneers, Inc. (C-2371) hereinafter referred to as the AUCTIONEER.

WITNESSETH

This agreement is to conduct an auction for the sale of personal property surplus to the SELLER'S needs.

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 SELLER'S fee of ten percent (10%) of the gross sales of the SELLER'S consigned equipment. (Payment shall be effected from the proceeds of the auction). AUCTIONEER shall provide a check made payable to the SELLER for proceeds of the auction. The check shall be delivered to the SELLER no later than thirty (30) working days after the auction.
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 such property to the highest qualified bidder. Also, AUCTIONEER shall perform all other duties in regard to such sales, including but not limited to advertising (except public notice advertising), marketing, cashiering, bookkeeping, clerking, set-up, tagging, inventorying, and other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER shall 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 clear and legal right to sell all surplus property consigned to AUCTIONEER. SELLER shall provide a listing of all property to the AUCTIONEER, a copy of which shall be made an integral part of this agreement as Exhibit "A". No items shall be removed from Exhibit "A" by SELLER without prior written consent of the AUCTIONEER.
5. The AUCTIONEER shall not sell, assign, subcontract, factor, or transfer the Agreement or any of the rights or privileges granted thereby without the prior written consent of the SELLER.
6. The AUCTIONEER shall comply with all Federal, State, and Local safety, environmental, and sanitation laws and regulations. The SELLER maintains responsibility for handling and disposal of all hazardous materials at the SELLER'S expense. The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

7. In the case of dispute, the laws of the State of California shall apply.
8. AUCTIONEER agrees that AUCTIONEER will not engage in, or permit subcontractors where applicable, as AUCTIONEER may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.
9. AUCTIONEER maintains the right, but not the obligation, to charge buyers a buyer's premium or surcharge not to exceed ten percent (10%), the full amount of which AUCTIONEER will be entitled.
10. In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party, in addition to any costs or other relief, be entitled to recover its' reasonable attorneys' fees.

IN WITNESS THEREOF, the parties hereto have executed this Agreement this second day of August 1994.

BY: _____

TITLE: _____

Champion Auctioneers, Inc.
541 West Rincon
Corona, CA 91720
(909)-735-0486
(909)-735-0729 Facsimile

BY:  _____
Sven Larson

TITLE: Mayor

City of Redlands
P.O. Box 3005
Redlands, CA 92373
(909)-798-7698
(909)-798-7670 Facsimile

ATTEST:

 _____
Lorrie Poyzer, City Clerk

CHAMPION AUCTIONEERS
541 WEST RINCON STREET
CORONA, CALIFORNIA
909/735-0486
909/735-0729 FACSIMILE

YEAR ESTABLISHED - 1984

CALIFORNIA STATE AUCTIONEERING

COMMISSION LICENSE NUMBER

- C2371

AUCTION BONDING

COMPANY - MERCHANTS BONDING CO.

BOND - CA-130691

GENERAL LIABILITY INSURANCE

AMOUNT - \$2,000,000.00

**CARRIER - ST. PAUL'S FIRE & MARINE
INSURANCE COMPANY**

**AGENT - ALBERT H. WOHLERS & CO.
1440 N. NORTHWEST HWY.
PARK RIDGE, IL 60068
PF00602062**

- FINANCIAL** -CHAMPION AUCTIONEERS HAS ACHIEVED PROFITABILITY EACH YEAR OF ITS EXISTENCE AND IS NOW A LONG ESTABLISHED AUCTIONEERING COMPANY.
-NO PENDING LITIGATION, BANKRUPTCY, OFFICE CLOSURES OR IMPENDING MERGERS EXIST WHICH MAY IMPEDE CHAMPION AUCTIONEERS FROM SUCCESSFULLY COMPLETING OUR AGREEMENTS.
- FACILITIES** -CHAMPION AUCTIONEERS IS LOCATED IN A 15,000+ SQUARE FOOT MODERN TILT-UP TYPE BUILDING, WITH AN ADJOINING 10,000 SQUARE FOOT OUTDOOR SELLING YARD, FROM WHICH AUCTIONS ARE REGULARLY CONDUCTED.
- EQUIPMENT** -CHAMPION AUCTIONEERS OWNS OR LEASES EQUIPMENT NECESSARY FOR TRUE, FULL SERVICE AUCTIONING AND PROPER CUSTOMER SERVICE CAPABILITIES. CHAMPION AUCTIONEERS IS FULLY OUTFITTED WITH TRUCKS, TRAILERS, FORKLIFTS, RACKING AND ALL TYPES OF ITEM SPECIFIC MATERIAL HANDLING EQUIPMENT.
- COMPUTERS** -CHAMPION AUCTIONEERS PREPARES COMPUTER GENERATED REPORTS FOR EACH CONSIGNOR, PROVIDING ITEMIZED DETAILED REPORT FOR EACH AUCTION SALE.
- EMPLOYEES** -CHAMPION AUCTIONEERS EMPLOYS FULL TIME EXPERIENCED, IN HOUSE PERSONNEL FOR ALL AUCTION FUNCTIONS, ENSURING CHAMPION'S CUSTOMERS WITH THE BEST POSSIBLE SERVICE.

CHAMPION AUCTIONEERS is a full service auctioneering firm. Services available to our customers include:

- a. Pre-auction publicity including flyers, posters, telephone canvassing and newspaper advertising;
- b. Public viewing of items up for auction;
- c. Recording of sales;
- d. Collection of receipts;
- e. Itemized listing of all sales;
- f. Post-auction clean up of facility;
Display equipment;
Material handling equipment;
Cleaning;
Proper displaying of items to be sold;
Site preparation;
Restroom facilities;
Portable lighting;
Security;
Option off-site selling facility;
Transportation of equipment and more.

City of Redlands
Stores
Surplus Items
July 1994

Quantity	Item	Description
3	Clip lights	2 black, 1 metal color
2	Record players	1 in wooden box, 1 in plastic box
1	Television console	
1	Fan box	
1	Polaroid camera	Old style with flash
2	Air conditioners	1 Window perm. mount & 1 portable
1	Television cart	
10	Styrofoam chests	
Box full	Christmas lights	
1	Blender	
17	Day care cots	
25	Tables	
2	Wood cabinets, with cubby holes	
14	Stacking chairs	Gold color
1	Copier	Ozalid Blueprint
1	Freq. meter	Gertsch
1	Sorter stapler	3M
1	Copier and stand	Harris 3M #6022
1	Equipment suitcase	Sony, brown
1	Loop detectors and cables	With 3 bulbs
1	Meter Instrument	Cushman, model C67
Lot	Cellular phone equipment	Misc.
Lot	Electronic equipment	Misc.
Lot	Radio parts	Misc. Motorola
Lot	Network processor	Misc. Motorola Model 6003
1	Memo Scribe	Sanyo TRC 5000KX
1	Printer copier	Sharp 250
1	Printer	Okidata 292
1	Typewriter	Smith Corona Ultra Sonic 2
1	Typewriter	IBM Wheel Writer
1	Laminator	Burntronic Model 26CG, Serial # 532569
1	PC Monitors	AT&T
1	Fiche Machine	Thermal process 475 CG
1	Battery charger	G.E. for Handy Talkies
1	Duplifice Developer	3M 262
1	Camera with stand	3M FS6
1	Hard drive	AT&T

1	Laser writer plus printer	Apple
1	Typewriter	IBM Selectic III
1	Printer	NEC Spinwriter 3510
1	Printer	Honeywell NEC Spinwriter 3508
1	Fisch machine	3M Consultant 114
1	Copier with stand and toner	Xerox 1025
1	Room divider with door	Blue, shelf and cabinet
	Room dividers	Brown
1	Copier and toner	Xerox machine 2020
1	Electric fly killer	
1	Time clock	Acroprint
1	Time clock	Simplex
1	Modem	GVC Super 2400
	Office desks	Misc.
	Office chairs	Misc.

CITY OF REDLANDS
EQUIPMENT MAINTENANCE
SURPLUS VEHICLES
JULY 1994

VIN. #	YEAR	MODEL	MILEAGE SELLING	SUGGESTED PRICE
SEDANS: 4S	1988	OLDS CIERRA-WHT 4-DOOR 2G3AJ51R7J2315325	76,710	\$2,700
5S	1986	OLDS CIERRA-BROWN 4-DOOR 1G3AJ19R5GD448732	85,942	\$2,500
6S	1976	DODGE VAN-WHT 6-DOOR 2B5WB3115JK102609	102,235	\$1,800
509S	1985	CHEV IMPALA-TAN 4-DOOR 1G1BL69HOFY156330	111,650	
510S	1985	CHEV IMPALA-BLUE 4-DOOR 1G1BL69H6FY156851	116,101	
511S	1985	CHEV IMPALA-BROWN 4-DOOR 1G1BL69H7FY182892	96,062	
528S	1989	CHEV CAPRICE-BLK/WHT 4-DOOR 1G1BL5176KR191925	109,858	\$1,500
540S	1987	DODGE BLK/WHT 4-DOOR 1B3BG26S4HW129622	76,835	\$1,100
544S	1987	DODGE BLK/WHT 4-DOOR 1B3BG26S1HX754831	62,698	\$1,100
550S	1985	DODGE BLK/WHT 4-DOOR 1B3BG268FX611193	83,470	\$1,000
551S	1987	DODGE BLK/WHT 4-DOOR 1B3BG26SOHW129620	80,533	\$1,100
553S	1985	DODGE BLK/WHT 4-DOOR 1B3BG26S6FX626078	74,889	\$1,000
554S	1985	DODGE BLK/WHT 4-DOOR 1B3BG26S5FX611202	91,105	\$1,000
557S	1985	DODGE BLK/WHT 4-DOOR 1B3BG26S9FX611204	79,592	\$1,000
576S	1987	DODGE BLACK 4-DOOR 1B3BG26S5HX754833	71,436	
577SS	1987	DODGE BLK 4-DOOR 1B3BG26S4HW129619	93,817	
620S	1986	OLDS CIERRA TAN 4-DOOR 1G3AJ19R5GD389908	117,025	\$1,800

910S	1987	OLDS DELTA 88-WHT 4-DOOR	69,172	\$2,400
		1G3HN5137HW305577		

SMALL VEHICLES:

741S	1966	HOMEMADE TRAILER		
		DR933119T		
165S	1986	CUSHMAN SCOOTER		
		1CUNH2224GL007230		
166S	1986	CUSHMAN SCOOTER	H0706	\$ 300
		1CUNH1227GL001573		
568S	1981	CUSHMAN SCOOTER	H1194	\$ 500
		549681		
882S	1987	CUSHMAN SCOOTER	H3626	\$ 300
		1CUMH222XHL004698		

MID-SIZE VEHICLES:

629S	1953	JEEP		\$1,200
		44860		
761S	1986	CHEV S-10 PICK UP	114,782	\$2,000
		1GCC514R8G8193161		
763S	1986	CHEV S-10 PICK UP	85,304	\$2,000
		1GCCS14R1G8198167		

HEAVY DUTY EQUIPMENT:

432S	1975	INT'L TACK TRUCK	52,325	\$2,500
		D1032FCA11090		
593	1974	INT'L STEP VAN	54,650	\$1,700
		58639HKM7313W		
735S	1985	ARROW HAMMER	268 HR.	\$
		HJR1250626		

ACCIDENT DAMAGED VEHICLES:

417S	1987	CHEV S-10-WHT	48,759	\$ 800
		1GCCS14R4H8136487		
918S	1983	U261 CHEV 3/4 TON	79,529	\$1,000
		1GGCGC35JXDJ156485		

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