



# UMBRELLA INTERNET AUCTION AGREEMENT

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc., 825 Levee Dr., Manhattan, KS 66502, 866-608-9283 ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, [www.purplewave.com](http://www.purplewave.com), as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1 (or any other Property made available to Auctioneer for sale on a subsequent Property list) as set forth below:

**TERM:** This Agreement shall commence on the effective date and shall continue until cancelled by either party. Either party may terminate this Agreement upon sixty (60) days prior written notice. The Parties agree that notwithstanding a termination notice, any Property on the Auctioneer's website, or which is in the process of being listed on the Auctioneer's website, shall be sold pursuant to this Agreement.

**SELLER INFORMATION:** Customer No. (if known): 192464 Segment/Industry: Government  
Company Name: City of Norman, Oklahoma  
Representative Name: Frederick Duke, CPO Representative Title: Procurement Analyst  
Street: PO Box 370  
City: Norman State: OK ZIP: 73069  
Phone: 405-366-5355 Alt. Phone: \_\_\_\_\_ Email: Frederick.duke@normanok.gov

**SETTLEMENT PAYMENT INSTRUCTIONS:** Auctioneer will distribute Auction Proceeds within 15 business days of an auction date as instructed by the Seller in the Settlement Payment Instructions.

**SELLER FEES:** Seller will pay a listing fee of \$100 per lot. If applicable, Seller will also pay a service fee(s) of 0% of the winning bid(s). Other **The aforementioned listing fee is waived.**

Internal Use Only  
**G**

**ENCUMBRANCES:** Seller owns and has the authority to sell the Property without consent of any third party and without condition. The Property is not subject to any liens or secured lines of credit. Seller will notify the Auctioneer any future encumbrance or lien on the Property prior to the start of any Auction, will ensure Property is or will be free and clear of encumbrances or liens before conclusion of the Auction, and authorizes the Auctioneer to work directly with the encumbering party to clear the encumbrance. Auctioneer, at its discretion, may perform title, lien, or UCC searches to confirm encumbrance status on the Property or Seller. The Seller has no recent, current, or pending bankruptcy, lawsuit, tax lien or any other circumstance that could result in another party making a claim against the Property or the auction proceeds and will notify Auctioneer prior to the start of any Auction should such circumstance arise.

**SIGNATURES:** The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying Exhibit 1 and listing sheets, updated Property list(s), Settlement Payment Instructions, and other addendums, if any, is the entire Agreement between the Parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. The representatives below have authority to commit the Parties contractually and agree to the Agreement including the Terms and Conditions on Page 2.

Seller \_\_\_\_\_ Frederick Duke \_\_\_\_\_ Procurement Analyst \_\_\_\_\_

: Frederick Duke Frederick Duke Procurement 8-19-2025  
Signature Printed Title Analyst Date  
Auctioneer: Chris A. Wolfe Chris A. Wolfe West OKC Territory Manager 8-8-2025  
Signature Printed title Date

IN WITNESS WHEREOF, the City and Auctioneer, as Parties to this Agreement, have caused the Agreement to be duly executed and delivered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF NORMAN ("City" of "Seller")**

**PURPLE WAVE, INC. ("Auctioneer")**

\_\_\_\_\_  
Stephen Tyler Holman, Mayor

  
\_\_\_\_\_  
Jaython S. Johnson (Aug 8, 2025 14:07:44 PDT)

By: Jaython S. Johnson

Title: Vice President of Sales

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Brenda Hall, City Clerk

  
\_\_\_\_\_  
Stuart N. Symmonds

By: Stuart N. Symmonds

Corporate Secretary

Reviewed as to form and legality this 19 day of August, 2025.

  
\_\_\_\_\_  
Elizabeth Luckala

City Attorney's Office

# Internet Auction Agreement Terms and Conditions

## THE AUCTIONEER WILL DO THE FOLLOWING:

- Exercise best professional judgement and effort to lot, market, and auction the Property in a manner most likely to yield the best net sales prices under the circumstances
- Use best efforts to qualify bidders and collect payments
- Collect and remit sales taxes according to state regulations
- Coordinate transfer of title between Seller and Buyer
- Send Auction Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
- Follow applicable laws and regulations and obtain any necessary permits, bonds, and insurance

**EXCLUSIVE LISTING** Seller will withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction.

**USE OF WEBSITE** The Property will sell in an Internet-only auction on Auctioneer's website [www.purplewave.com](http://www.purplewave.com). The Auctioneer will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer promptly. Seller agrees Auctioneer will post the Auction results on Auctioneer's website.

**TITLES** Prior to delivery, City will endorse titles and documents by signature or power of attorney and shall execute any other documents necessary to transfer, or document the transfer, of the Property sold at this Auction including bills of sale, titles, or requests for duplicate titles.

**RIGHT TO POSTPONE** In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

**PROPERTY CONDITION** The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. Seller will accurately disclose all Property information and condition and represents that equipment is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the condition of the Property except in situations where Auctioneer is at fault and the Seller shall otherwise assume full responsibility for such losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder. Purple Wave agrees to maintain a Commercial General Liability policy of insurance in effect during the term of this Agreement with coverage of at least \$1,000,000 per occurrence (CIL to be provided prior to first auction).

**UNRESERVED AUCTION** The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on [www.purplewave.com](http://www.purplewave.com) and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder

## THE SELLER WILL DO THE FOLLOWING:

- Provide representative to host inspections, answer bidder questions, and coordinate release of Property to Buyer
- Ensure Property is in safe working order or if not, disclose working condition of Property in disclosures and to the Auctioneer
- Ensure Property has no encumbrances/liens prior to Auction
- Provide transferable title or ownership documentation
- Report to Auctioneer promptly missing or incorrect information on [www.purplewave.com](http://www.purplewave.com) or auction advertising
- Refrain from shill-bidding (bidding on your own assets)
- Release Property to Buyers providing "paid-in-full" invoice

interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer. For Illinois Auctions, unless otherwise agreed upon, the Auctioneer shall pay auction advertising costs. If applicable, the Auctioneer shall pay actual advertising costs exceeding 120% of the estimated costs, unless otherwise agreed in writing. Illinois Auction Firm License # 444.000465.

**SHILL BIDDING PROHIBITED** It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is the declared the winner bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two- times the combined Seller Fees and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

**COLLECTIONS** Auctioneer will use its best efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. Auctioneer will collect and remit sales taxes in accordance with state and local regulations. Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the Auction Proceeds.

**COMPENSATION** Seller agrees to pay Auctioneer the Seller Fees previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer shall collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

**RELEASE TO BUYERS** Auctioneer will send a copy of the "paid invoice" to the Seller upon collection of payment and Seller will release Property to the winning bidder once invoice has been paid in full. When requested by Seller, Auctioneer will provide best efforts to resolve Property removal issues between winning bidder(s) and Seller.

## NON-DISPARAGEMENT INTENTIONALLY OMITTED

**JURISDICTION** This Agreement shall be governed by Oklahoma law. The assets sold under this agreement will be sold from City of Norman, Cleveland County, State of Oklahoma. Venue for disputes brought relating to this Agreement shall be proper only in the Oklahoma District Court in and for Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute

one original. Facsimile signatures scanned or electronic signatures complying with Oklahoma statutes and Norman City Code shall be sufficient as original ink signatures.”

Addendum A. The parties hereby incorporate and agree to the additional terms and conditions contained in Exhibit A, which is incorporated into this Agreement.

**ADDENDUM A**  
**ADDITIONAL TERMS, COVENANTS AND RESTRICTIONS**

These terms are material to the Umbrella Internet Auction Agreement (“Agreement”), apply in the case of any item identified on an “Exhibit 1” to the Agreement, and are entirely incorporated as if fully stated and set forth therein:

1. **Scope of Service.** The Auctioneer shall act for the City of Norman and conduct auctions, as further set forth in this Agreement, for Property including the following items, as identified in any Exhibit 1 to this Agreement: vehicles and equipment of any description.
2. **Records Retention.** The Auctioneer shall maintain during the term of the Agreement all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The City must be permitted, during normal business hours, to audit and examine the books of account, reports and records relating to this Agreement. The Auctioneer shall maintain and make available such records and files for the duration of the Agreement and retain them for a period of two (2) years beyond the last day of the Agreement term.
3. **Advertising.** Auctions will be promoted through Auctioneer and advertised in a manner that will reasonably allow notification to the most advantageous group of potential Buyers. The items submitted through any Exhibit 1 to the Agreement may be listed by Auctioneer in order to draw attention to the auction. There will be no charge to the City, nor any deduction from the proceeds of any sale price other than the aforementioned 10% “standard buyers premium” (see “Compensation”), for advertising.
4. **Buyer Default.** As further addressed in the Agreement, if the winning bidder, the buyer, does not make timely payment to Auctioneer for the equipment purchased, the buyer shall be considered to be in default. Auctioneer shall proceed promptly and as outlined in “Collections,” and upon determining that buyer has defaulted shall notify City of the same. The City shall not incur any charges in addition to the 10% “standard buyers premium” on the basis of any buyer default. As the seller of any piece of equipment that is subject to buyer default, the City shall have the following options:

**Option 1.** Auctioneer will offer the equipment to the second highest bidder at the second highest bidder's last bid price. If the second highest bidder accepts, the equipment will be sold and the City will receive the sales proceeds based on the second highest bidder's last bid price, less fees, within fourteen (14) business days of sale.

**Option 2.** City may re-list the equipment with Auctioneer.

5. **Non-Discrimination and Non-Abridgement.** There shall be no discrimination as to race, sex, color, creed, marital status, religion or national origin, nor abridgement of any individual right protected under the constitutions of the United States or State of Oklahoma, in the operations conducted under this contract.

6. **Termination For Cause.** If, through any cause, the Auctioneer shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Auctioneer shall violate any of the provisions of this agreement, the City may upon written notice to the Auctioneer terminate the right of the Auctioneer to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the Auctioneer liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Auctioneer under this agreement shall, at the option of the City, become its property and the Auctioneer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Auctioneer, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Auctioneer, and the City may withhold any payments to the Auctioneer for the purpose of set off until such time as the amount of damages due the City from the Auctioneer is determined. The Auctioneer shall not be held liable for damages under this Article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating this agreement because of such delay.

The parties agree that should City breach the terms of this Agreement the Auctioneer may upon written notice to the City have the right to assess damages and withhold payment to the City. Auctioneer may have the right to set off any damages against the City's auction proceeds until such time as the amount of damages due to the Auctioneer is determined.

7. **Notices.** All notices required under this Contract shall be in writing and shall be mailed by certified mail, return receipt requested to: (a) the City of Norman, to the attention of Frederick Duke using the information listed in "Seller Information"; and (b) Purple Wave, Inc. , to the attention of the Agreement Signatory, at 825 Levee Drive, Manhattan, KS 66502.

8. **Complete Agreement.** This Agreement, including this Addendum as fully and completely incorporated therein, is the complete agreement of the Parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the Parties.

9. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.