

**Chippewa Board of Education  
Special Meeting-May 31, 2018  
Chippewa High School—4:30 p.m.**

- I. **Call to Order, Pledge of Allegiance, and Moment of Silence**  
**Present: Fenn, DeAngelis, Good, Nagy, Rohr**
- II. **Adoption of Agenda** no action taken
- III. **Secretary Pro-tem**  
Resolution 131-18  
Upon consideration to appoint Bernadette Rohr as Secretary Pro-Tem, for the May 31, 2018, Special Board of Education Meeting.  
Motion to approve by Fenn and seconded by Nagy  
Roll Call: Fenn yes, DeAngelis yes, Good yes, Nagy yes, Rohr yes **CARRIED**
  
- IV. **Recess for Executive Session**  
Fenn moves and Good seconds a motion for the Chippewa Local School District Board of Education recess into consecutive executive sessions pursuant to R.C. 121.22(G) for the following purposes: (1) to consider the appointment, employment, and compensation of a new superintendent, who is a public employee; and (2) to consider the employment of a public employee. Upon conclusion of these executive sessions, the Board President will gavel the Board back into open session at this location. All matters discussed in these executive sessions are designated to the public officials and employees as confidential pursuant to R.C. 102.03(B) because of the status of the proceedings and/or the circumstances under which the information will be received, and preserving its confidentiality is necessary to the proper conduct of government business.  
Roll Call: Fenn yes, DeAngelis yes, Good yes, Nagy yes, Rohr yes **CARRIED**  
Time: 4:34 PM  
Meeting reconvened at 6:30 PM  
Present: Fenn, DeAngelis, Good, Nagy, Rohr  
  
Resolution 132-18  
Upon consideration to approve hiring OSBA to facilitate the Superintendent search pending attorney review.  
Motion to approve by Rohr and seconded by Nagy  
Roll Call: DeAngelis yes, Good yes, Nagy yes, Rohr yes, Fenn yes **CARRIED**  
  
Resolution 133-18  
Upon consideration to amend Resolution No. 093-18 to remove "Republic Storage Products" from the resolution.  
Motion to approve by Rohr and seconded by Fenn  
Roll Call: Good yes, Nagy yes, Rohr yes, Fenn yes, DeAngelis yes **CARRIED**  
  
Resolution 134-18  
Upon consideration to approve to sell District property at a public auction by Russell Farnsworth  
Motion to approve by Rohr and seconded by Fenn  
Roll Call, Nagy yes, Rohr yes, Fenn yes, DeAngelis yes, Good yes **CARRIED**
  
- V. **Adjournment**  
Motion to adjourn by Rohr and seconded by Fenn at 6:32 p.m.  
Roll Call: Nagy yes, Rohr yes, Fenn yes, DeAngelis yes, Good yes **CARRIED**

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## Service Addendum – Superintendent Search

### Services Provided by the Consultant:

Consultant will provide the following consulting services for OSBA member school district, **Chippewa Local (Wayne)**, for 2018:

- Meet with the Board to plan search procedures and timetable.
- Consult with the Board to develop a candidate profile.
- Develop and distribute a search announcement brochure.
- Develop and place paid advertising (cost of placement of ads to be paid by the Board).
- Conduct at least one (1) day of focus group(s) in the District, providing a written summary of comments.
- Recruit qualified candidates.
- Prepare application and reference forms.
- Receive and process application forms and related materials.
- Meet with the Board to discuss the work of the screening committee.
- Assist the Board in structuring interviews of candidates.
- Establish a plan for reference checks to be conducted by the Board and OSBA.
- Assist in structuring and scheduling any on-site visits for candidates requested by the Board.
- Maintain ongoing communications with candidates throughout the search.

### The Board agrees to:

- Approve selection criteria.
- Establish compensation and contract limits for the position of superintendent.
- Interview candidates.
- Conduct reference checks with the assistance of OSBA.
- Conduct site visits, as necessary.
- Negotiate employment contract.
- Take official action to employ.

**Fee Structure.** In consideration for services rendered, the Board agrees to pay the Consultant a fee of **\$7,850**, which represents the flat fee for the services outlined above. Should the Board agree to a printed search brochure, a fee of **\$1,800** for the development, printing and postage will be included. Expenses as outlined below are in addition to the flat rates. Invoices shall be paid in full within thirty (30) days after receipt of invoice.

Invoices will be submitted pursuant to the following schedule:

- \$5,000 shall be invoiced at the signing of this contract
- \$2,850 shall be invoiced at contract completion date
- \$1,800 shall be invoiced for printed brochure (if selected)
- Expenses shall be invoiced at the completion of service

**Expenses.** Expenses shall consist of actual mileage incurred as a result of consultation with the Board at the current IRS reimbursement rate, lodging and meals incurred as a result of



# QUOTE



Republic Storage Products, LLC  
3743 Boettler Oaks Drive, Ste. A  
Uniontown, Ohio, 44685  
800-477-1255

Refer all correspondence to: Jeff Nasci Jr  
Cell: 630-800-7542  
jsnasci@republicstorage.com

Quotation Number: CSR: 18-1232  
Quote Date: 2/12/18  
Bid Due Date: \_\_\_\_\_

Drawing No.: N/A	Plans Dated: N/A	Prepared By: Jeff Nasci Jr
Project: Chippewa Lockers	Quotation To: Sandy Stebly, Bernadette Rohr	

For the following materials subject to the conditions set forth on the face and the reverse side hereof and acceptance in writing of your order by seller.

**We are pleased to submit our quote for the above project.**

**FULL BASE BID (506 Total Lockers + Full Labor)**  
**This includes all corridor lockers and Men's Room Lockers**

413 - 12"x15"x72" Single Tier Lockers, Recessed Trim  
93 - 12"x15"x60" Single Tier Lockers, Sloped Tops, Zee Base

Total Material + Freight + Installation + Removal: \$54,975.00  
To Deduct Removal of Lockers: -\$3,300

**OPTION #1**  
**Corridor Lockers Only (483 Total Lockers + Installation) REMOVAL NOT INCLUDED**

413 - 12"x15"x72" Single Tier Lockers, Recessed Trim  
70 - 12"x15"x60" Single Tier Lockers, Sloped Tops, Zee Base

Total Material + Freight + Installation: \$49,500.00

**OPTION #2**  
**Both Men's and Women's Locker Rooms (Price includes removal of Women's Room lockers)**  
**This option for locker room pricing if Option 1 is selected.**

45 - 12x12x60 Single Tier Lockers, Base by others, Flat Tops (Women)  
23 - 12x12x60 Single Tier Lockers, Zee Base, Flat Tops (Men)

Total Material + Freight + Installation + Removal: \$9,000.00

**OPTION #3**  
**Women's Locker Room Only (Price Includes Removal of Lockers)**  
**This option is for pricing if the Base Bid is selected.**

45 - 12x12x60 Single Tier Lockers, Base by others, Flat Tops (Women)

Total Material + Freight + Installation + Removal: \$6,700.00

Please see next page...

1. **BUYER'S ACCEPTANCE; ENTIRE AGREEMENT.** The terms and conditions set forth herein and on the face hereof, together with the Specifications (as hereinafter defined), if any, (a) supersede and cancel all previous understandings and communications between Republic Storage Systems, LLC, ("Seller") and the purchaser identified on the face hereof ("Buyer") and (b) constitute the expression of all the terms of this agreement and a complete and exclusive statement of the agreement between Buyer and Seller with respect to the items described on the face hereof (the "Goods"). All representations, promises, warranties or statements by any agent or employee of Seller that differ in any way from the terms and conditions hereof shall be given no effect or force. Any additional, contradictory or different terms contained in any initial or subsequent order or communication that Seller may receive pertaining to the parts sold hereunder are hereby objected to. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. The terms and conditions of this Agreement may be modified or rescinded only by written agreement signed by an authorized representative of the Seller.

2. **SHIPMENT; DELAYS.** All shipping dates are estimates only and are subject to change by Seller in its sole discretion. Seller shall not be responsible for penalties or damages of any kind, direct or indirect, incidental or consequential, that may result from Seller's delays in meeting the estimated delivery dates, including but not limited to liquidated damages or penalty provisions of contracts entered into by Buyer and/or Buyer's customers.

3. **DELAY; NON-PERFORMANCE.** Seller will not be liable for any damage, loss, fault or expenses arising out of delays in manufacture, shipment or delivery or other nonperformance of this Agreement caused by or imposed by: (a) strikes, fires, disasters, riots, acts of God, accidents at plants, (b) acts of Buyer, (c) shortages of or inability to procure labor, fuel, power, materials, supplies, transportation, or manufacturing facilities, (d) governmental action, (e) subcontractor delay or differences with workmen, (f) demands or requirements of the government of the United States, or of any other state or government, (g) any other cause or condition beyond the Seller's reasonable control. Additionally, the manufacture, shipment and delivery of the items described on the face hereof are subject to any prohibitions, restrictions, priorities, allocations, regulations or other conditions imposed by or on behalf of the United States or any state thereof which may interfere with, cause delay in, or otherwise prevent Seller's performance hereunder. In the event of any delay or nonperformance due to reasons set forth in this Para. 2, Seller may at its option, and without liability, cancel all or any portion of this Agreement and/or extend any date upon which any performance hereunder is due.

4. **GENERAL CONTRACT; DESIGN AND SPECIFICATIONS.** Seller shall not be bound by the provisions of any contract or document relating to or affecting in any way (a) the design, specifications, manufacture or installation of the Goods or (b) any structure into which the Goods are to be incorporated, except for the provisions contained herein and on the face hereof and that specific portion of the design, specifications, plans, drawings or other descriptions, if any, which describes the scope of Seller's performance and is acknowledged by a duly authorized representative of Seller in writing as describing the same (collectively, the "Specifications"). Seller assumes no liability or responsibility for Specifications prepared by others.

5. **CLAIMS.** Any claim by Buyer with reference to the Goods sold hereunder shall be deemed waived by Buyer unless submitted in writing in accordance with this Para. 5. Buyer shall inspect the Goods immediately upon receipt and prior to any installation of such Goods. Unless Buyer provides written notice to Seller of any claim for shortages or defects in the Goods within five (5) days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. If a defect is of such nature that reasonable inspection within the time provided herein would not disclose it, then notice of the claimed defect shall be made within five (5) days after Buyer has knowledge of the defect, provided, however, that (notwithstanding any provision hereof to the contrary) Seller shall not be liable for claimed defects in Goods, once Buyer has incorporated such Goods into a structure, if Buyer's inspection should have reasonably revealed such defects. Seller shall not be liable for any costs or expenses of any nature. Buyer may incur with respect to alleged delays, shortages or allegedly nonconforming Goods. At Seller's request, Buyer will send, at Buyer's sole expense, any allegedly nonconforming Goods to Seller.

6. **INDEMNIFICATION AND ASSUMPTION OF RISK. BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS OR DAMAGE RESULTING FROM THE HANDLING, USE, STORAGE, DISPOSAL OR APPLICATION OF THE GOODS DELIVERED HEREUNDER, AND THE CONTAINERS IN WHICH SUCH GOODS ARE SHIPPED.** Buyer agrees to familiarize itself and keep informed (without reliance on Seller except as to the accuracy of specific safety information actually furnished by Seller) with regard to any hazards to persons and/or property involved in handling, using and disposing of such Goods and the containers in which such Goods are shipped. Buyer shall advise its employees, customers, independent contractors and others who handle, use and dispose of such Goods and containers of any such hazards. Buyer shall take such action as is necessary to so advise its employees, customers, independent contractors and any other persons or firms who are foreseeably ultimate users of such Goods. Buyer hereby assumes and agrees to indemnify, defend and hold Seller harmless from and against all liability, loss, cost, damage and expense (including reasonable attorneys' fees) arising out of or in connection with claims by Buyer, its employees, customers, independent contractors and any third parties (except where Seller is proven to be solely negligent) based upon or resulting from the handling, use, storage, disposal or application of the Goods delivered hereunder or the containers in which such Goods are shipped, whether or not such Goods or containers are used in combination with other articles or substances or are used in any manufacturing process.

7. **MODIFICATION AND CANCELLATION.** Orders shall be considered final upon mailing of Seller's written acceptance and cannot be modified (except as set forth in Para. 14 hereof) or cancelled, nor can releases hereunder be held up by Buyer after the order is in process, except by written agreement signed by a duly authorized representative of Seller and subject to conditions then to be agreed upon in writing which at a minimum shall indemnify Seller against liability and expense incurred and commitments made by Seller and which shall provide for profit on work in process and contract value of products or parts completed and ready for shipment.

8. **PAYMENTS.** All prices are F.O.B. Seller's plant, Canton, Ohio, unless otherwise specifically set forth on the face hereof. Payment shall be made on the terms appearing on the face hereof. Buyer agrees to pay a delinquency charge of 1-1/2% per month or, if such rate exceeds the maximum rate allowed by applicable law, then a delinquency charge calculated at such maximum rate, on any outstanding balances not paid when due, from the date such balances were due until payment is made in full. Until the purchase price and all other sums due pursuant hereto are paid in full, Seller retains a security interest in the Goods and in all proceeds of said Goods. Buyer shall execute financing statement(s) on request and irrevocably authorize Seller to execute and file same.

9. **LIENS.** Seller shall not be required to waive its right of mechanic's lien, materialman's lien or other similar lien covering materialmen, tradesmen, subcontractors, suppliers and the like (collectively, a "Mechanic's Lien") in advance of payment. Buyer agrees to assist Seller in maintaining, protecting and perfecting any such Mechanic's Lien by taking such steps as Seller may reasonably require in connection therewith.

10. **TAXES.** Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities.

11. **SELLER'S OPTIONS.** If Buyer shall fail to make payments on any order in accordance with Seller's terms, or if Seller shall have any doubt as to Buyer's responsibility, Seller may suspend performance hereunder, except upon receipt of security satisfactory to Seller. Unless otherwise provided herein, Seller's obligation to perform hereunder shall cease at Seller's election if Seller is not permitted to complete performance within twelve (12) months from the date hereof.

12. **ERECTION WORK.** If Seller is required to provide for erection of some or all of the Goods, Buyer shall have all things in readiness for such erection, including but not limited to other equipment, connections and facilities for erection at the time the Goods are delivered. Any movement of the Goods from Buyer's warehouse or other location to the erection site shall be at Buyer's added expense. Seller shall have free use of Buyer's hoisting equipment and operator. Buyer shall reimburse Seller for any and all expenses arising out of (i) Buyer's failure to have all things in readiness for erection on the scheduled erection date and (ii) any and all other unusual and/or unexpected conditions which may develop or be encountered in the erection process. Seller will take such steps, as it deems reasonable to protect its work during the process of erection. In no event, however, shall Seller be responsible to protect work or materials, or be liable for damages to work or materials, which have been incorporated into a structure. Seller assumes no responsibility and shall not be liable for fire losses to any materials located in the vicinity of and damaged by welding operations performed in the erection process.

13. **CHANGES IN ERECTION WORK.** Proposed changes in the scope of Seller's erection work to be performed hereunder received after Seller's acceptance shall be subject to an adjustment in price to be agreed

upon by Buyer and an authorized representative of Seller in writing prior to any obligation of Seller for such changes, and such adjustment shall not be affected by the decision of third parties.

14. **SHIPPING AND PACKAGING.** In the absence of shipping and packing instructions, Seller shall use its own discretion in choice of carrier and method of packing. Prices are stated based on Seller's standard packaging, which shall be acceptable to commercial carrier. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by Buyer. Notwithstanding any other provision of this agreement, when the stated price includes transportation charges, the price shall be adjusted to reflect any increase or decrease in such charges at the time of shipment. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer, and any insurance so requested shall be a Buyer's expense and valuation. Title to any Goods sold and risk of loss of such Goods passes to Buyer upon delivery by Seller to carrier, and any claims for losses or damage shall be made by Buyer directly with such carrier. Expenses incurred by Seller in connection with detention of carrier's equipment at destination shall be for the account of Buyer.

15. **INSPECTION AND TESTING.** Seller shall not be liable for inspecting and testing charges unless expressly stated on the face hereof. IN NO EVENT SHALL ANY INSPECTING OR TESTING PERFORMED BY SELLER HEREUNDER BE DEEMED TO CONSTITUTE AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, ALL OF WHICH ARE DISCLAIMED HEREBY EXPRESSLY.

16. **PATENT INFRINGEMENT.** Except in the case of articles, materials and designs furnished or specified by Buyer, Seller, at its own expense, shall defend any suit brought against Buyer on the ground that use of the party furnished hereunder by Seller infringes any United States Letters Patent existing on date of this agreement, and shall pay the amount of any judgment that may be awarded against Buyer in any such suit, provided and upon condition that Buyer shall have made all payments due under this agreement and shall (i) promptly deliver to Seller all infringement notices and other papers received by or served upon Buyer, (ii) permit Seller to take complete charge of the defense of such suit and to compromise the same, if deemed advisable, and (iii) assist in every reasonable way in the conduct in such defense. In the event that Buyer shall be enjoined by a court of competent jurisdiction from which no appeal can be taken from using parts provided hereunder for the intended purpose on the ground that use of such parts infringes any such United States Patent, or if it is established to Seller's satisfaction, upon due investigation, that use of such parts infringes any such United States Patent, Seller at its option, may either (w) procure for Buyer a license to continue using such parts, (x) modify the parts so as to make them noninfringing without seriously impairing its performance, (y) replace the parts with parts which are substantially the equivalent but noninfringing, or (z) remove the parts from Buyer's plant. In which event Seller shall refund to Buyer the purchase price less depreciation at the rate of 20% per year. The foregoing sets forth Seller's entire liability to Buyer for patent infringement based on the possession and use of the parts by Buyer. Seller shall have no obligation whatsoever arising out of any patent infringement claims directed to a process or a method. Buyer agrees to defend and indemnify Seller against any claims or liabilities for or by reason of the infringement of any United States Patent arising from the manufacture hereunder of any parts in accordance with specifications furnished by Buyer or from the sale thereof.

17. **APPROVAL OF DRAWINGS.** If Seller prepares drawings or placing details with respect to Goods, approval thereof by the Buyer, his representative, or the representative of the owner or general contractor on the project for which such Goods are required, shall constitute a final interpretation of all other documents describing such Goods, including the Specifications, if any, and shall constitute authority for Seller to furnish Goods in accordance with such drawings or placing details (as approved in accordance with this Para. 17, the "Drawings").

18. **DESIGN SAFETY FACTOR.** Buyer agrees that any design safety factor provided in connection with or incorporated into the Goods is so provided or incorporated in order to accommodate variations in the properties of materials, manufacturing and operating conditions, and design assumptions, and does not constitute authorization for and may not protect against forces or loads which exceed the design limits of the Goods.

19. **WARRANTY; LIMITATION OF REMEDY AND DAMAGES.** Seller warrants to Buyer that the Goods manufactured by Seller shall be free of defective material or faulty workmanship for a period of one (1) year from the date of shipment of such Goods by Seller and shall conform substantially to the Specifications, if any, as interpreted by the Drawings, if any. The liability of Seller for any breach of the foregoing warranty shall not extend to dismantling, installing or reinstalling, but shall be limited to repairing or replacing said items, at Seller's option, within a reasonable time after receipt of written notice from Buyer, within the period of time stipulated herein, of any such nonconforming Goods, provided that (i) such notice is given immediately upon the detection of such nonconformance and (ii) such notice is received within the time period stipulated herein. BUYER AND SELLER EXPRESSLY AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE FOR THE REPAIR OR REPLACEMENT (AT SELLER'S OPTION) OF NONCONFORMING GOODS AS PROVIDED HEREIN. The sole purpose of the stipulated exclusive remedy shall be to provide Buyer with free repair or replacement of nonconforming Goods in the manner provided herein. The exclusive remedy shall not be deemed to have failed if its essential purpose so long as Seller is willing and able to repair or replace nonconforming Goods in the prescribed manner. Seller makes no warranty with respect to Goods supplied to Buyer but manufactured by others, except that, to the extent of its ability to do so, Seller will pass along to Buyer the benefit of any warranty given to Seller by such manufacturers. Seller does not warrant any Goods not manufactured by Seller that are used in conjunction with Goods manufactured by Seller. Further, Seller does not warrant any components or systems manufactured by Seller that are used in conjunction with components or parts not manufactured by Seller. Buyer agrees that Seller is not responsible for any other conditions over which Seller has no control. Seller's warranty does not apply to any Goods which have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Seller or one of Seller's authorized agents. SELLER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY, AND SELLER ALSO SPECIFICALLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. This warranty is for Buyer's exclusive benefit and is not assignable or transferable, nor is Buyer permitted to represent to its customer, or any third party, that such customer or third party may rely on this warranty. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HEREWITH) OR THE USE, STORAGE, DISPOSAL OR HANDLING OF THE GOODS. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, shutdown, slowdown or stoppage of any production line or facility, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property (including without limitation property handled or processed by the use of the Goods). Buyer shall indemnify Seller against all liability, cost or expense, which may be sustained by Seller on account of any such loss, damage or injury.

20. **LIMITATION OF LIABILITY.** Seller's liability (whether under the theories of breach of contract, warranty, negligence, strict liability or otherwise) for the Goods shall be limited to repairing or replacing, at Seller's sole option, Goods found by Seller to be non-conforming. In no event shall Seller be liable for liquidated damages with respect to its performance hereunder.

21. **ARBITRATION.** Seller and Buyer agree that any dispute which may arise between them with regard to all or any portion of this Agreement or any amendments or modifications hereto, shall be resolved, at Seller's option, in its sole discretion, either (a) by arbitration in the State of Ohio in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and a judgment on the award may be entered by any court of competent jurisdiction, or (b) in any state or federal court in the State of Ohio. Buyer hereby acknowledges and irrevocably waives any objections on the grounds of improper jurisdiction or venue to an action in the State of Ohio and agrees that effective service of process may be made upon Buyer by mail under the notice provisions of Para. 22.

22. **NOTICES.** All notices and demands required hereunder shall be in writing and mailed by Certified or Registered Mail to Seller or Buyer at their respective addresses which are shown on the face hereof, or at any other address designated by notice sent in accordance herewith. All notices shall be considered received when mailed by the respective parties.

23. **CONTROLLING LAW.** The parties acknowledge that the transactions contemplated hereby bears a reasonable relation to the State of Ohio and agree that the law of Ohio will govern their rights and duties. All questions arising hereunder shall be construed, interpreted, and decided according to the laws of the State of Ohio.

24. **AFFIRMATIVE ACTION.** With respect to field labor, all requirements relating to affirmative action and equal employment shall be assumed by Seller's subcontractor and not by Seller.

# BUILDING CONTENTS

## Fifth Grade Building

	OWNER REMOVE	CONTRACTOR REMOVE	AUCTION
Cleaning supplies	X		
Walk in Cooler		X	
Walk in Freezer			X
Kitchen Equipment			X
Kitchen Exhaust Hood		X	
Gym Wall Pads			X
Ceiling Projectors	X		
Mechanical Equipment		X	
Lockers	X		
Lunch tables			X
Basketball hoops			X

## Main Building

	OWNER REMOVE	CONTRACTOR REMOVE	AUCTION
Cleaning supplies	X		
Lockers		X	
Mechanical Equipment Boilers/compressor		X	
Kiln	X		
Aluminum benches	X		
Scoreboards			X
Basketball hoops			X
Gym Wall Pads			X
Gym Floor			X
LED lights in gym			X
Speakers hanging in gym			X
White cabinets room 208			X
Library/Media Center Bookshelves	X		
Epoxy top lab tables room 208		X	
Ceiling Projectors	X		
ADA Lift			X
Wood bleachers		X	
2 <sup>nd</sup> Floor RR partitions	X		
Wall mounted fans (2) in gym	X		
Table carts under stage			X
Folding chairs			X
Washer/Dryer			X



# QUOTE



Republic Storage Products, LLC  
3743 Boettler Oaks Drive, Ste. A  
Uniontown, Ohio, 44685  
800-477-1255

Refer all correspondence to: Jeff Nasci Jr  
Cell: 630-800-7542  
jsnasci@republicstorage.com

Quotation Number: CSR: 18-1232  
Quote Date: 2/12/18  
Bid Due Date: \_\_\_\_\_

Drawing No.: N/A	Plans Dated: N/A	Prepared By: Jeff Nasci Jr
Project: Chippewa Lockers	Quotation To: Sandy Stebly, Bernadette Rohr	

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**OPTION #2**  
**Both Men's and Women's Locker Rooms (Price includes removal of Women's Room lockers)**  
**This option for locker room pricing if Option 1 is selected.**

45 – 12x12x60 Single Tier Lockers, Base by others, Flat Tops (Women)  
23 – 12x12x60 Single Tier Lockers, Zee Base, Flat Tops (Men)

Total Material + Freight + Installation + Removal: \$9,000.00

**OPTION #3**  
**Women's Locker Room Only (Price includes Removal of Lockers)**  
**This option is for pricing if the Base Bid is selected.**

45 – 12x12x60 Single Tier Lockers, Base by others, Flat Tops (Women)

Total Material + Freight + Installation + Removal: \$6,700.00

**Please see next page...**

Notes:

- No Tax Included, we will need a copy of your tax exemption number during ordering.
- No Locks Included
- Color to be from the standard 25 colors.
- Dumpsters to be provided by the school for scrapping the removed lockers.
- 25 ADA shelves have been ordered, that fulfills the 5% ADA requirement by the State.

Materials Quoted Above are F.O.B.:

Payment Terms (subject to credit approval):

Buyer's signature below shall constitute a purchase order for the items quoted herein and upon the mailing of written acceptance by the seller at Canton, Ohio this quotation and the acceptance shall become a binding contract.

Buyer: \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_ Republic Storage Systems, LLC

**This quotation may be withdrawn by us if not accepted by you within thirty days from its date.**



1. **BUYER'S ACCEPTANCE; ENTIRE AGREEMENT.** The terms and conditions set forth herein and on the face hereof, together with the Specifications (as hereinafter defined), if any, (a) supersede and cancel all previous understandings and communications between Republic Storage Systems, LLC. ("Seller") and the purchaser identified on the face hereof ("Buyer") and (b) constitute the expression of all the terms of this agreement and a complete and exclusive statement of the agreement between Buyer and Seller with respect to the items described on the face hereof (the "Goods"). All representations, promises, warranties or statements by any agent or employee of Seller that differ in any way from the terms and conditions hereof shall be given no effect or force. Any additional, contradictory or different terms contained in any initial or subsequent order or communication that Seller may receive pertaining to the parts sold hereunder are hereby objected to. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. The terms and conditions of this Agreement may be modified or rescinded only by written agreement signed by an authorized representative of the Seller.

2. **SHIPMENT; DELAYS.** All shipping dates are estimates only and are subject to change by Seller in its sole discretion. Seller shall not be responsible for penalties or damages of any kind, direct or indirect, incidental or consequential, that may result from Seller's delays in meeting the estimated delivery dates, including but not limited to liquidated damages or penalty provisions of contracts entered into by Buyer and/or Buyer's customers.

3. **DELAY; NON-PERFORMANCE.** Seller will not be liable for any damage, loss, fault or expenses arising out of delays in manufacture, shipment or delivery or other nonperformance of this Agreement caused by or imposed by: (a) strikes, fires, disasters, riots, acts of God, accidents at plants, (b) acts of Buyer, (c) shortages of or inability to procure labor, fuel, power, materials, supplies, transportation, or manufacturing facilities, (d) governmental action, (e) subcontractor delay or differences with workmen, (f) demands or requirements of the government of the United States, or of any other state or government, (g) any other cause or condition beyond the Seller's reasonable control. Additionally, the manufacture, shipment and delivery of the items described on the face hereof are subject to any prohibitions, restrictions, priorities, allocations, regulations or other conditions imposed by or on behalf of the United States or any state thereof which may interfere with, cause delay in, or otherwise prevent Seller's performance hereunder. In the event of any delay or nonperformance due to reasons set forth in this Para. 2, Seller may at its option, and without liability, cancel all or any portion of this Agreement and/or extend any date upon which any performance hereunder is due.

4. **GENERAL CONTRACT; DESIGN AND SPECIFICATIONS.** Seller shall not be bound by the provisions of any contract or document relating to or affecting in any way (a) the design, specifications, manufacture or installation of the Goods or (b) any structure into which the Goods are to be incorporated, except for the provisions contained herein and on the face hereof and that specific portion of the design, specifications, plans, drawings or other descriptions, if any, which describes the scope of Seller's performance and is acknowledged by a duly authorized representative of Seller in writing as describing the same (collectively, the "Specifications"). Seller assumes no liability or responsibility for Specifications prepared by others.

5. **CLAIMS.** Any claim by Buyer with reference to the Goods sold hereunder shall be deemed waived by Buyer unless submitted in writing in accordance with this Para. 5. Buyer shall inspect the Goods immediately upon receipt and prior to any installation of such Goods. Unless Buyer provides written notice to Seller of any claim for shortages or defects in the Goods within five (5) days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. If a defect is of such nature that reasonable inspection within the time provided herein would not disclose it, then notice of the claimed defect shall be made within five (5) days after Buyer has knowledge of the defect, provided, however, that (notwithstanding any provision hereof to the contrary) Seller shall not be liable for claimed defects in Goods, once Buyer has incorporated such Goods into a structure, if Buyer's inspection should have reasonably revealed such defects. Seller shall not be liable for any costs or expenses of any nature. Buyer may incur with respect to alleged delays, shortages or allegedly nonconforming Goods. At Seller's request, Buyer will send, at Buyer's sole expense, any allegedly nonconforming Goods to Seller.

6. **INDEMNIFICATION AND ASSUMPTION OF RISK. BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS OR DAMAGE RESULTING FROM THE HANDLING, USE, STORAGE, DISPOSAL OR APPLICATION OF THE GOODS DELIVERED HEREUNDER, AND THE CONTAINERS IN WHICH SUCH GOODS ARE SHIPPED.** Buyer agrees to familiarize itself and keep informed (without reliance on Seller except as to the accuracy of specific safety information actually furnished by Seller) with regard to any hazards to persons and/or property involved in handling, using and disposing of such Goods and the containers in which such Goods are shipped. Buyer shall advise its employees, customers, independent contractors and others who handle, use and dispose of such Goods and containers of any such hazards. Buyer shall take such action as is necessary to so advise its employees, customers, independent contractors and any other persons or firms who are foreseeably ultimate users of such Goods. Buyer hereby assumes and agrees to indemnify, defend and hold Seller harmless from and against all liability, loss, cost, damage and expense (including reasonable attorneys' fees) arising out of or in connection with claims by Buyer, its employees, customers, independent contractors and any third parties (except where Seller is proven to be solely negligent) based upon or resulting from the handling, use, storage, disposal or application of the Goods delivered hereunder or the containers in which such Goods are shipped, whether or not such Goods or containers are used in combination with other articles or substances or are used in any manufacturing process.

7. **MODIFICATION AND CANCELLATION.** Orders shall be considered final upon mailing of Seller's written acceptance and cannot be modified (except as set forth in Para. 14 hereof) or cancelled, nor can releases hereunder be held up by Buyer after the order is in process, except by written agreement signed by a duly authorized representative of Seller and subject to conditions then to be agreed upon in writing which at a minimum shall indemnify Seller against liability and expense incurred and commitments made by Seller and which shall provide for profit on work in process and contract value of products or parts completed and ready for shipment.

8. **PAYMENTS.** All prices are F.O.B. Seller's plant, Canton, Ohio, unless otherwise specifically set forth on the face hereof. Payment shall be made on the terms appearing on the face hereof. Buyer agrees to pay a delinquency charge of 1-1/2% per month or, if such rate exceeds the maximum rate allowed by applicable law, then a delinquency charge calculated at such maximum rate, on any outstanding balances not paid when due, from the date such balances were due until payment is made in full. Until the purchase price and all other sums due pursuant hereto are paid in full, Seller retains a security interest in the Goods and in all proceeds of said Goods. Buyer shall execute financing statement(s) on request and irrevocably authorizes Seller to execute and file same.

9. **LIENS.** Seller shall not be required to waive its right of mechanic's lien, materialman's lien or other similar lien covering materialmen, tradesmen, subcontractors, suppliers and the like (collectively, a "Mechanic's Lien") in advance of payment. Buyer agrees to assist Seller in maintaining, protecting and perfecting any such Mechanic's Lien by taking such steps as Seller may reasonably require in connection therewith.

10. **TAXES.** Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or services covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities.

11. **SELLER'S OPTIONS.** If Buyer shall fail to make payments on any order in accordance with Seller's terms, or if Seller shall have any doubt as to Buyer's responsibility, Seller may suspend performance hereunder, except upon receipt of security satisfactory to Seller. Unless otherwise provided herein, Seller's obligation to perform hereunder shall cease at Seller's election if Seller is not permitted to complete performance within twelve (12) months from the date hereof.

12. **ERECTION WORK.** If Seller is required to provide for erection of some or all of the Goods, Buyer shall have all things in readiness for such erection, including but not limited to other equipment, connections and facilities for erection at the time the Goods are delivered. Any movement of the Goods from Buyer's warehouse or other location to the erection site shall be at Buyer's added expense. Seller shall have free use of Buyer's hoisting equipment and operator. Buyer shall reimburse Seller for any and all expenses arising out of (i) Buyer's failure to have all things in readiness for erection on the scheduled erection date and (ii) any and all other unusual and/or unexpected conditions which may develop or be encountered in the erection process. Seller will take such steps, as it deems reasonable to protect its work during the process of erection. In no event, however, shall Seller be responsible to protect work or materials, or be liable for damages to work or materials, which have been incorporated into a structure. Seller assumes no responsibility and shall not be liable for fire losses to any materials located in the vicinity of and damaged by welding operations performed in the erection process.

13. **CHANGES IN ERECTION WORK.** Proposed changes in the scope of Seller's erection work to be performed hereunder received after Seller's acceptance shall be subject to an adjustment in price to be agreed

upon by Buyer and an authorized representative of Seller in writing prior to any obligation of Seller for such changes, and such adjustment shall not be affected by the decision of third parties.

14. **SHIPPING AND PACKAGING.** In the absence of shipping and packing instructions, Seller shall use its own discretion in choice of carrier and method of packing. Prices are stated based on Seller's standard packaging, which shall be acceptable to commercial carrier. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by Buyer. Notwithstanding any other provision of this agreement, when the stated price includes transportation charges, the price shall be adjusted to reflect any increase or decrease in such charges at the time of shipment. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer, and any insurance so requested shall be a Buyer's expense and valuation. Title to any Goods sold and risk of loss of such Goods passes to Buyer upon delivery by Seller to carrier, and any claims for losses or damage shall be made by Buyer directly with such carrier. Expenses incurred by Seller in connection with detention of carrier's equipment at destination shall be for the account of Buyer.

15. **INSPECTION AND TESTING.** Seller shall not be liable for inspecting and testing charges unless expressly stated on the face hereof. IN NO EVENT SHALL ANY INSPECTING OR TESTING PERFORMED BY SELLER HEREUNDER BE DEEMED TO CONSTITUTE AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, ALL OF WHICH ARE DISCLAIMED HEREBY EXPRESSLY.

16. **PATENT INFRINGEMENT.** Except in the case of articles, materials and designs furnished or specified by Buyer, Seller, at its own expense, shall defend any suit brought against Buyer on the ground that use of the party furnished hereunder by Seller infringes any United States Letters Patent existing on date of this agreement, and shall pay the amount of any judgment that may be awarded against Buyer in any such suit, provided and upon condition that Buyer shall have made all payments due under this agreement and shall (i) promptly deliver to Seller all infringement notices and other papers received by or served upon Buyer, (ii) permit Seller to take complete charge of the defense of such suit and to compromise the same, if deemed advisable, and (iii) assist in every reasonable way in the conduct in such defense. In the event that Buyer shall be enjoined by a court of competent jurisdiction from which no appeal can be taken from using parts provided hereunder for the intended purpose on the ground that use of such parts infringes any such United States Patent, or if it is established to Seller's satisfaction, upon due investigation, that use of such parts infringes any such United States Patent, Seller at its option, may either (w) procure for Buyer a license to continue using such parts, (x) modify the parts so as to make them noninfringing without seriously impairing its performance, (y) replace the parts with parts which are substantially the equivalent but noninfringing, or (z) remove the parts from Buyer's plant, in which event Seller shall refund to Buyer the purchase price less depreciation at the rate of 20% per year. The foregoing sets forth Seller's entire liability to Buyer for patent infringement based on the possession and use of the parts by Buyer. Seller shall have no obligation whatsoever arising out of any patent infringement claims directed to a process or a method. Buyer agrees to defend and indemnify Seller against any claims or liabilities for, or by reason of, the infringement of any United States Patent arising from the manufacture hereunder of any parts in accordance with specifications furnished by Buyer or from the sale thereof.

17. **APPROVAL OF DRAWINGS.** If Seller prepares drawings or placing details with respect to Goods, approval thereof by the Buyer, its representative, or the representative of the owner or general contractor on the project for which such Goods are required, shall constitute a final interpretation of all other documents describing such Goods, including the Specifications, if any, and shall constitute authority for Seller to furnish Goods in accordance with such drawings or placing details (as approved in accordance with this Para. 17, the "Drawings").

18. **DESIGN SAFETY FACTOR.** Buyer agrees that any design safety factor provided in connection with or incorporated into the Goods is so provided or incorporated in order to accommodate variations in the properties of materials, manufacturing and operating conditions, and design assumptions, and does not constitute authorization for and may not protect against forces or loads which exceed the design limits of the Goods.

19. **WARRANTY; LIMITATION OF REMEDY AND DAMAGES.** Seller warrants to Buyer that the Goods manufactured by Seller shall be free of defective material or faulty workmanship for a period of one (1) year from the date of shipment of such Goods by Seller and shall conform substantially to the Specifications, if any, as interpreted by the Drawings, if any. The liability of Seller for any breach of the foregoing warranty shall not extend to dismantling, installing or reinstalling, but shall be limited to repairing or replacing said items, at Seller's option, within a reasonable time after receipt of written notice from Buyer, within the period of time stipulated herein, of any such nonconforming Goods, provided that (i) such notice is given immediately upon the detection of such nonconformance and (ii) such notice is received within the time period stipulated herein. BUYER AND SELLER EXPRESSLY AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE FOR THE REPAIR OR REPLACEMENT (AT SELLER'S OPTION) OF NONCONFORMING GOODS AS PROVIDED HEREIN. The sole purpose of the stipulated exclusive remedy shall be to provide Buyer with free repair or replacement of nonconforming Goods in the manner provided herein. The exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to repair or replace nonconforming Goods in the prescribed manner. Seller makes no warranty with respect to Goods supplied to Buyer but manufactured by others, except that, to the extent of its ability to do so, Seller will pass along to Buyer the benefit of any warranty given to Seller by such manufacturers. Seller does not warrant any Goods not manufactured by Seller that are used in conjunction with Goods manufactured by Seller. Further, Seller does not warrant any components or systems manufactured by Seller that are used in conjunction with components or parts not manufactured by Seller. Buyer agrees that Seller is not responsible for any other conditions over which Seller has no control. Seller's warranty does not apply to any Goods which have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Seller or one of Seller's authorized agents. SELLER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY, AND SELLER ALSO SPECIFICALLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. This warranty is for Buyer's exclusive benefit and is not assignable or transferable, nor is Buyer permitted to represent to its customer, or any third party, that such customer or third party may rely on this warranty. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HERewith) OR THE USE, STORAGE, DISPOSAL OR HANDLING OF THE GOODS. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, shutdown, slowdown or stoppage of any production line or facility, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property (including without limitation property handled or processed by the use of the Goods). Buyer shall indemnify Seller against all liability, cost or expense, which may be sustained by Seller on account of any such loss, damage or injury.

20. **LIMITATION OF LIABILITY.** Seller's liability (whether under the theories of breach of contract, warranty, negligence, strict liability or otherwise) for the Goods shall be limited to repairing or replacing, at Seller's sole option, Goods found by Seller to be non-conforming. In no event shall Seller be liable for liquidated damages with respect to its performance hereunder.

21. **ARBITRATION.** Seller and Buyer agree that any dispute which may arise between them with regard to all or any portion of this Agreement or any amendments or modifications hereto, shall be resolved, at Seller's option, in its sole discretion, either (a) by arbitration in the State of Ohio in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and a judgment on the award may be entered by any court of competent jurisdiction, or (b) in any state or federal court in the State of Ohio. Buyer hereby acknowledges and irrevocably waives any objections on the grounds of improper jurisdiction or venue to an action in the State of Ohio and agrees that effective service of process may be made upon Buyer by mail under the notice provisions of Para. 22.

22. **NOTICES.** All notices and demands required hereunder shall be in writing and mailed by Certified or Registered Mail to Seller or Buyer at their respective addresses which are shown on the face hereof, or at any other address designated by notice sent in accordance herewith. All notices shall be considered received when mailed by the respective parties.

23. **CONTROLLING LAW.** The parties acknowledge that the transactions contemplated hereby bears a reasonable relation to the State of Ohio and agree that the law of Ohio will govern their rights and duties. All questions arising hereunder shall be construed, interpreted, and decided according to the laws of the State of Ohio.

24. **AFFIRMATIVE ACTION.** With respect to field labor, all requirements relating to affirmative action and equal employment shall be assumed by Seller's subcontractor and not by Seller.

**Contract for Sale of Personal Property by Public Auction**



Agreement made between Chippewa Local School District (Owner) and Farnsworth Auctions LLC (Auctioneer).

Owner hereby engages and employs Auctioneer to advertise, promote and sell the following described personal property at Public Auction: Remaining contents of Chippewa Middle School & Fifth Grade Building

2) Auction Date: Thursday, 06 / 14 / 2018 at 10:00: AM.

3) Auction location: 257 High St. Doylestown, OH

4) This auction will be an:  **ABSOLUTE AUCTION** or  **RESERVE AUCTION** (see definitions at bottom of page)

5) Owner hereby represents that Owner has legal right and full power to convey said personal property to the buyer(s), and that all said personal properties are free and clear of all liens, attachments, and encumbrances except as listed below:

NONE

6) Auction proceeds are to be:  **Paid** to Owner immediately after auction, or  **Deposited** into Auctioneer's escrow account, and paid to the seller within \_\_\_\_\_ days after the auction.

7) Owner authorizes Auctioneer to disburse from the auction proceeds amounts necessary to satisfy and discharge the above-mentioned liens, attachments, and encumbrances, as well as the Auctioneer's commission and other expenses of conducting the auction (listed below).

8) Owner agrees to pay Auctioneer the following amounts for services to be rendered in conjunction with this auction:  
**Commissions:** ALL at 10 % with a **\$500 Minimum Commission**, Plus actual expenses incurred in conducting the auction, including: Advertising costs (newspapers, internet, etc.); Equipment Rental (portable toilet, building rental, etc.); Clerking, auction set-up, and sale day labor at \$ 12 per hour per worker with a 5 hour per worker minimum. All auction workers are independent contractors. Any auction items that do not meet the reserve price will be charged 1/2 of the contract commission rate (calculated upon the highest bid received) if the reserve price was not declared at the that that this agreement was signed. Any items listed in this agreement that removed from the auction prior to the sale will be charged the full contract commission rate (calculated upon a value determined by Auctioneer's own appraisal value of those items).

9) Payment terms of the auction shall be cash, check, or credit card. 5% buyers premium will be charged (payable to Auctioneer), and will be waived for payment by cash or check. Auctioneer assumes no responsibility for collection of payments, and is not financially responsible for checks received as payment for items sold. Owner authorizes Auctioneer to bid on behalf of Absentee bidders, and to contract with additional auctioneer(s) to assist in conducting the auction at sole discretion of Auctioneer.

10) Any unsold items or items left at auction site after the auction will become responsibility of Owner.

11) Auctioneer is licensed by the Ohio Department of Agriculture and is a member of the Ohio Auction Recovery Fund.

12) Owner agrees to carry a policy of liability coverage. Owner further agrees to indemnify and save harmless Auctioneer from any and all claims, demands, actions, or causes of action arising from the performance of this contract by Auctioneer to the extent such claims, demands, actions, or causes of action are covered under that policy of liability coverage. Owner further agrees to indemnify and save harmless Auctioneer against any warranty or representation either made or implied by Owner regarding any personal property sold by Auctioneer to the extent such warranty or representation is covered under that policy of liability coverage. Owner shall not have any obligation to indemnify and save harmless Auctioneer beyond what is covered under the policy of liability coverage carried by Owner.

13) Owner hereby acknowledges a receipt of a copy of this agreement.

*Russell D. Farnsworth*

06 / 01 / 2018

Signature of Auctioneer

Farnsworth Auctions LLC

DBA Russell D. Farnsworth Auctioneer

12 Bear Swamp Road Medina, OH 44256

Phone: (330) 334-3731 Cell: (330) 701-6162

Website: www.rdfarnsworth.com Email: russ@rdfarnsworth.com

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Owner or Agent of Owner

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Owner or Agent of Owner

**ABSOLUTE AUCTION** (1) The property is sold to the highest bidder without reserve, (2) the auction does not permit minimum bids, (3) the auction does not permit competing bids of any type by the Owner or of any agent of the Owner, and (4) the Owner cannot withdraw the property from the auction after the auction has opened and there is public solicitation or calling for bids. Owner further states that the Owner has a bona-fide intention to transfer ownership of the property to the highest bidder(s).  
**RESERVE AUCTION SUBJECT TO SELLER'S CONFIRMATION** whereby the Owner or an agent of the Owner reserves the right to establish a stated minimum bid and to withdraw the

# BUILDING CONTENTS

## Fifth Grade Building

	OWNER REMOVE	CONTRACTOR REMOVE	AUCTION
Cleaning supplies	X		
Walk in Cooler		X	
Walk in Freezer			X
Kitchen Equipment			X
Kitchen Exhaust Hood		X	
Gym Wall Pads			X
Ceiling Projectors	X		
Mechanical Equipment		X	
Lockers	X		
Lunch tables			X
Basketball hoops			X

## Main Building

	OWNER REMOVE	CONTRACTOR REMOVE	AUCTION
Cleaning supplies	X		
Lockers		X	
Mechanical Equipment Boilers/compressor		X	
Kiln	X		
Aluminum benches	X		
Scoreboards			X
Basketball hoops			X
Gym Wall Pads			X
Gym Floor			X
LED lights in gym			X
Speakers hanging in gym			X
White cabinets room 208			X
Library/Media Center Bookshelves	X		
Epoxy top lab tables room 208		X	
Ceiling Projectors	X		
ADA Lift			X
Wood bleachers		X	
2 <sup>nd</sup> Floor RR partitions	X		
Wall mounted fans (2) in gym	X		
Table carts under stage			X
Folding chairs			X
Washer/Dryer			X

Microscopes			X
Maps hanging on walls			X
Cabinet doors from Science shelves			X
Couches: library and lounge			X
Fire Extinguisher			X
Clocks with speakers			X
Volleyball posts/nets			X
Drinking Fountains			X

**CHS**

The Doylestown Historical society would like:

- Front entrance doors to oldest building
- Metal Ladder bolted to wall on stage of main gym
- Chippewa Middle School letters on building
- Wall plaques for building and addition