

# VOCON **CONSENT TO BID FORM**

**LIVE | ONLINE • AUCTIONS**

4747 NE 14th Street • Des Moines, IA 50313 • 1-866-21-VOCON (218-6266) • [www.goVOCON.com](http://www.goVOCON.com)

## CUSTOMER INFORMATION:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Title Reassignment: \_\_\_\_\_

## LOCATION ADDRESS:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_

Country: ☐ U.S. ☐ Canada ☐ Mexico ☐ Other: \_\_\_\_\_

**MAILING ADDRESS:** ☐ Same as Location Address.

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## DEALER'S LICENSE/DRIVER'S LICENSE INFORMATION:

License #: \_\_\_\_\_

State: \_\_\_\_\_ County: \_\_\_\_\_

Expiration: \_\_\_\_\_

## DETAILS:

Sales Tax Number: \_\_\_\_\_

Expiration: \_\_\_\_\_

SSN/Fed ID #: \_\_\_\_\_

***Please attach a copy of your dealer's license/driver's license with this document.***

## BANK INFORMATION:

Bank Name: \_\_\_\_\_

Account #: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bank Letter Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

***Please attach a copy of your bank letter with this document.***

## MISC:

How did you hear about VOCON: \_\_\_\_\_

How would you like to receive notifications of sales: ☐ Mail ☐ E-Mail ☐ Both

# VOCON

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### ABSENTEE BIDDING

Contact VOCON Auctions at 866-21-VOCON (218-6266) or [www.goVOCON.com](http://www.goVOCON.com). Absentee bids will not be accepted the day of the auction, so please plan to call at least one day in advance.

### REGISTRATION

**Registration begins one day prior to sale. Please bring your tax permit and dealer's license if applicable.**

### WIRE TRANSFERS

If you plan on paying for your purchase with a wire transfer, then at the discretion of VOCON, a \$10,000 deposit must be wire transferred to our account no later than 1:00 pm (central time) the day before the auction. Your deposit will be applied to your purchase. If you are not the successful bidder, your deposit will be wired back to your account. For complete wiring instructions and any questions, please call 866-21-VOCON (218-6266) or visit [www.goVOCON.com](http://www.goVOCON.com).

### TERMS & CONDITIONS

The property in today's sale will be offered for sale by Vocon Auction, LLC. ("Vocon") on behalf of the owners of the property, and will be governed by the terms and conditions set forth herein.

1. All persons who wish to bid in the auction must register with the clerk and obtain a unique bidder number. To register, you must provide all of the registration information requested and sign the General Terms and Conditions of Auction. Bidders must be 18 years of age or older and have a valid driver's license. Vocon reserves the right to refuse to register or admit any person at its sole discretion. Invoicing for purchases will be sent in according to the information on the bidder's registration.

2. Payment in full, in cash, cashier's check, check accompanied by a letter of guaranty from an accredited bank, or wire transfer, must be made prior to the removal of any property purchased. Buyer shall pay the purchase price, plus any and all applicable taxes, unless such taxes are exempted by law (proof of exemption must be provided). Payment in full for all purchases must be paid for within one (1) hour after the sale.

3. Upon making payment for a lot(s), no stop payment of funds will be honored. Any stop payment order of a check or giving a check which is returned marked "insufficient funds," shall be deemed by the parties to be prima facie evidence of fraud existing at the time the transaction was consummated and shall be construed by the parties as intent to defraud.

4. Vocon is the agent of the seller. Vocon accepts property to be sold at an auction from various sellers. Vocon reserves the right to include in the auction its own property as well as property from affiliated or related principals, agents, or employees.

5. A bid placed by any person shall be conclusive proof that he/she acquainted himself/herself with the terms and conditions of sale and agreed to be bound by such terms and conditions prior to placing any bid.

6. All representations and/or warranties made, if any, are between Buyer and Seller. Vocon shall not be held responsible for the correctness of any representations and/or warranties of any kind with respect to the property. Vocon shall not be held responsible for any representations and/or genuineness of description of any property. **All warranties, express and implied (including the warranty of merchantability and fitness for a particular purpose when applicable), are hereby waived by Buyer.**

### TERMS

Complete payment is due within one hour after the conclusion of the auction by cash (\$1,000 deposit required before the sale), certified or cashier's check. Personal or company checks will be accepted if accompanied by a letter of guarantee from your bank. This letter of guarantee must include the following. "Your bank will guarantee or honor you check up to a specified amount for purchases made at this auction." All purchases are subject to verification with your bank or financial institution. Immediate possession of all equipment upon proper settlement. Titles will be mailed 10 banking days after the auction. Certain equipment consigned to this auction may be sold as part of an equipment exchange, pursuant to Section 1031 of the Internal Revenue Code, and the rights of the consignor under the Contract to Auction may be assigned to a third party Qualified Intermediary. Online bidding is available through [www.equipmentfacts.com](http://www.equipmentfacts.com). This notice appears as a matter of record only.

**7. ALL SALES ARE FINAL AND ALL PROPERTY IS SOLD "AS IS" AND "WHERE IS."** Buyer acknowledges that he/she has been provided the opportunity to inspect the property before purchasing same and Buyer has/has not inspected the property at his/her sole discretion. Buyer is responsible to determine the condition of any property.

8. The property is being sold at auction. Vocon and the seller reserve the right to and may withdraw any property or cancel the sale at any time prior to calling for bids at the time beginning of the auction. After Vocon has started calling for bids, the property may be withdrawn if there are no bids within a reasonable period of time. Once a bid has been made for the property, it may not be withdrawn. All property offered at auction is to be sold to the highest bidder unless otherwise noted as "subject to reserve". These items will be sold with owner's consent by meeting a minimum bid amount.

9. In case of any dispute between bidders, Vocon, at its sole and complete discretion, may reopen the bidding pursuant to the terms and conditions determined by Vocon between the two highest bidders only, until the property is sold. If a dispute arises after the sale of any lot, the auctioneer's records shall be conclusive in all respects.

10. It is the responsibility of the bidder to make sure that Vocon is aware of his/her intent to place a bid. Vocon disclaims any liability for damages, whether direct, indirect, consequential, or incidental, resulting from bids not spotted, executed, or accepted. Bidders should also be careful to bid on the correct lot and ensure that his/her bid is for the amount intended. Vocon is not responsible for errors in bidding. The sale is complete when the auctioneer so announces by the fall of the gavel.

11. The auctioneer may disqualify or refuse any bid believed to be fraudulent, illegitimate, not in good faith, or in violation of this Agreement or any applicable law or regulations.

12. When Vocon announces that any specific property is "SOLD" with the fall of the gavel, title for that property shall pass to the successful bidder, who then and there assumes the full risk and responsibility for the property. All property shall be removed from the sale premises by the buyer and/or buyer's representative at his/her/its own risk and expense, and within the time period announced and/or posted by Vocon, except as provided for herein.

**13. During the sale of each lot or in the event of a bid while the hammer is falling, Vocon may reopen the bidding at the sole and complete discretion of the Auctioneer.**

**CONTINUED ON NEXT PAGE**

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**CONTINUED FROM PREVIOUS PAGE**

14. Neither Vocon nor seller shall be liable for any damage and/or injury to any property and/or person at and/or upon the sale premises. Each person entering upon the sale premises assumes and/or incurs all risks and/or liability whatsoever for his/her safety (and for any minor with him/her). Each person upon the sale premises shall defend, indemnify and hold harmless Vocon and/or seller from any and all liability as set forth, including, but not limited to, any event that may result in any damage and/or injury to his/her person (or to any minor with him/her) and/or property during the inspection and/or use of any property on the sale premises. **VOCON IS NOT RESPONSIBLE FOR ANY LOST, STOLEN, OR DAMAGED PROPERTY.**

15. If the terms and conditions contained herein, or any other terms and conditions announced by Vocon, are not complied with, in addition to other remedies available to Vocon and/or seller by law, including without limitation, the right to hold the buyer liable for the bid price, Vocon, at its sole option, may: (1) publicly or privately resell the property, with the non complying buyer being held liable for the payment of any deficiency purchase price, plus all costs incurred; and/or (2) cancel the sale and retain as liquidated damages all payments made by the non complying buyer. Vocon's commissions, all incidental damages, expenses, court costs, costs of collection and/or attorneys' fees will be charged to and be the responsibility of the non complying buyer.

16. Buyer authorizes Vocon to execute a memorandum of sale sufficient to bind the undersigned bidder to the contract in accordance with his/her bid.

17. Vocon acts solely as an agent for seller and is **not** a party to any contract for the sale of any property offered by the seller for sale and/or sold at this auction.

18. All bids are to be per lot, unless otherwise mentioned by the auctioneer. Vocon reserves the right to include in the auction any lot and the right to withdrawal any lot prior to calling for bids at the beginning of the auction. The auctioneer may combine, subdivide, regroup or reorganize any lots.

19. No photographs, tape recordings and/or video recordings of any type are permitted without the express written prior approval of Vocon.

20. If any provision of this Agreement is declared or determined to be null, void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions will not be affected thereby and they will retain their full force and effect, and said null, void, inoperative, illegal or invalid part, term or provision will not be deemed to be part of this Agreement.

21. Each party to this Agreement acknowledges that it has read, or has had the opportunity to read, the terms provided herein. The parties agree that this Agreement reflects the terms as agreed to by the parties hereto. In the event a term or terms is considered ambiguous, neither party hereto, nor their respective counsel, will be considered the draftsman of this agreement for the purpose of causing the terms of this Agreement to be construed against a party hereto.

22. The parties hereto acknowledge and agree that this Agreement is made and entered into in the **State of Iowa**, and will in all respects be interpreted, enforced and governed under the internal laws (and not the conflicts of laws) of the **State of Iowa** and that in the event that the parties hereto, or any one of them, litigate any actual or potential breach of this Agreement, the parties hereto stipulate and agree that the exclusive and continuing venue for any such action will be in the **Court of Polk County, Iowa**.

23. All rights granted herein are personal and exclusive to the registered bidder, and may not be assigned or transferred to another person or entity, by operation of law or otherwise. Any attempt to assign or transfer any such rights shall be void and unenforceable. No third party may rely on any benefit or right conferred herein or granted to any bidder.

24. In the event that the buyer pays only a portion of the purchase price for any or all lots purchased, Vocon shall apply the payment received to such lot or lots that Vocon, in its sole discretion, deems appropriate. **All buyers who fail to comply with the terms stated herein will be deemed to have granted Vocon a security interest in, and Vocon may retain as collateral security for the buyer's obligations to Vocon, any property in Vocon's possession owned by the buyer. Vocon shall have the benefit of all rights of a secured party under the provisions of the Uniform Commercial Code and applicable law.**

**I HAVE READ AND UNDERSTAND ALL OF THE ABOVE TERMS AND CONDITIONS OF THE AUCTION. I HEREBY AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. I FURTHER AGREE TO BE RESPONSIBLE AND PAY FOR ALL PURCHASES CHARGED TO MY BIDDER NUMBER.**

PRINT NAME

DATE

SIGNATURE

DATE

Equipment Location \_\_\_\_\_