



SEALED BID FORM

PROPERTY: SURPLUS ASSETS OF THE EVANSVILLE VANDERBURGH SCHOOL CORPORATION

BIDS DUE BY: TUESDAY, JANUARY 19, 2021 NO LATER THAN 12:00 P.M. (NOON), EVANSVILLE, INDIANA TIME

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE NUMBER: _____

BIDDER'S E-MAIL: _____

BID AMOUNT:

LOT 1 - MILACRON T225 INJECTION MOLDING MACHINE:

LOT 2 - COMPLETE MILACRON PAK 250 SHEET EXTRUSION LINE:

LOT 3 - ZED L2 THERMOFORMER:

DEPOSIT (10%): _____

This Sealed Bid constitutes my offer to purchase the above-referenced Property. This Sealed Bid to purchase shall remain in full force and effect and irrevocable until the completion of the

auction. I hereby certify that I have read and understand the auction rules and bidding format as set forth in the General Terms and Conditions of Sealed Bid Auction attached hereto and by this reference made a part hereof.

BIDDER'S SIGNATURE: _____



PURCHASE AGREEMENT

The undersigned Purchaser hereby agrees to purchase from the Seller, through Wilson Auction and Realty, Inc. (“Wilson Auction”), the following asset located in Evansville, Indiana, to wit:

LOT# _____ and more commonly known as _____

_____ (the “Property”) for the purchase price of \$ _____ (the “Purchase Price”), upon the following terms and conditions contained in this Purchase Agreement (this “Agreement”).

1. **PURCHASE PRICE:** The Purchase Price is payable as follows:

\$ _____ Purchase Price

\$ _____ 10% Deposit Received by Wilson Auction

\$ _____ Additional Cash at Closing

2. **INITIAL OFFER:** The initial offer (the “Initial Offer”) is to be submitted on the foregoing Sealed Bid Form. The Initial Offer must be delivered to Wilson Auction and Realty, Inc. (“Wilson Auction”) by Tuesday, January 19, 2021 no later than 12:00 p.m. (noon), Evansville, Indiana time. The Initial Offer must be enclosed in a sealed envelope and delivered by U.S. Mail, Overnight Express Mail, or Hand Delivered to the office of Wilson Auction and Realty, Inc., 2425 US 41 N, Evansville, Indiana 47711, or by fax to 812-682-4740. No liability will attach to the Seller, Wilson Auction or any other party for failure to receive or open any Initial Offer. An Initial Offer which fails to meet the above deadline and submission requirements or which is nonconforming in any other respect may be deemed non-responsive / non-conforming and may not be considered. The Initial Offer shall set forth the price at which the bidder commits to pay to purchase the Property subject to this General Terms and Conditions of Sealed Bid Auction attached hereto (the “Real Estate Purchase Agreement”).

3. **BEST AND FINAL OFFER ROUND:** Notwithstanding the foregoing, at the Seller’s sole discretion, on Thursday, January 21, 2021 at approximately 12:00 p.m. (noon), Evansville, Indiana time, a “best and final offer round” (the “Best and Final Offer Round”) on the Property may be conducted by Wilson Auction. The Seller will determine the best bids from the Initial Offer process, and the corresponding bidders may be invited to participate in the Best

and Final Round Offer Round, to be conducted by Wilson Auction. The Best and Final Offer Round will be conducted by Wilson Auction via telephone and e-mail. The Seller reserves the right to make the final decision regarding which bidders are allowed to bid at the Best and Final Offer Round and further reserves the right to NOT offer the Property at the Best and Final Offer Round, if it so chooses.

4. DEPOSIT: A deposit in the amount of ten percent (10%) of the Initial Offer bid (the “Deposit”) must accompany each Initial Offer. The Deposit must be in the form of a certified bank check or cashier’s check made payable to Wilson Auction. The Deposit must accompany the Initial Offer documents for an Initial Offer to be considered conforming. The Deposit from each bidder whose bids are not accepted will be returned as soon as reasonably practical. The Deposit of the winning bidder will be held pursuant to the terms and will be applied toward the purchase price of the Property. Notwithstanding the foregoing, Wilson Auction hereby reserves the right to request an additional Deposit with a bidder’s subsequent bid in the Best and Final Offer Round.

5. ACCEPTANCE: This sealed bid shall remain open for acceptance by the Seller, by his/her signature affixed hereto, prior to Friday, January 22, 2021, 12:00 p.m. (noon), Evansville, Indiana time. If accepted within such time, this Agreement shall be in full force and effect. Upon acceptance, buyer will have until Friday, January 29, 2021, 12:00 p.m. (noon) to finalize closing by paying the balance of funds due.

6. PROPERTY INSPECTION: Property inspections shall be on Wednesday, January 13, 2021, 2:30PM-4:30PM, Evansville, Indiana time. While conducting any inspection of the Property or otherwise accessing the Property, the bidders shall not damage the Property. Each bidder agrees to indemnify and hold the Seller and Wilson Auction harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees) incurred by the Seller arising from or by reason of bidder’s access to, or inspection of, the Property. All bidders are expected to undertake their own independent physical inspection of the Property and to submit their bids based solely on their own independent investigations and findings and not in reliance on any information provided by the Seller, Wilson Auction or their agents, contractors, attorneys, officers or directors. Bidders should use the information provided herein and in the Property’s information packages only as an aid to assist their own investigation of the Property prior to submitting any bid.

7. REMOVAL REQUIREMENTS: The buyer shall be responsible for the rigging and removal of the assets at their own expense within 30-days after acceptance and shall provide a certificate of insurance naming Evansville Vanderburgh School Corporation as additional insured. Items become the full responsibility of the Buyer upon the completion of payment, and Buyer assumes all risk of loss and damage to the property until it is removed from the sale premises. *Removal of purchased items shall be at the expense, liability, and risk of the Buyer.*

8. RESERVATION OF RIGHTS: All bids must be submitted on the required forms provided by Wilson Auction without any other alterations or changes made to them. The purchase and sale of the Property is subject to Seller’s confirmation of the highest bid. The Seller and Wilson Auction reserve the absolute right, in their sole and absolute discretion, to postpone

or cancel the Initial Offer, the Best and Final Offer Round or both, in whole or in part, to amend, modify or add any terms and conditions to these General Terms and Conditions of Sealed Bid Auction and to announce such modifications or additional terms and conditions on or before the Initial Offer submission deadline or the Best and Final Offer Round. The Seller and Wilson Auction further reserve the right to refuse admittance or to expel anyone from the bidding process for interference with auction activities, nuisance, canvassing or other reasons.

9. DISCLAIMER: THESE GENERAL TERMS AND CONDITIONS OF SEALED BID AUCTION DO NOT CREATE ANY LEGAL OBLIGATIONS ON THE SELLER AND WILSON AUCTION. IF THE PURCHASE AND SALE OF THE PROPERTY FAILS TO COMPLY WITH ANY OF THESE GENERAL TERMS AND CONDITIONS OF SEALED BID AUCTION FOR ANY REASON, SELLER AND WILSON AUCTION SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER. THE BIDDER'S ONLY REMEDY WILL BE THE RETURN OF THE DEPOSIT. THESE GENERAL TERMS AND CONDITIONS OF SEALED BID AUCTION NEVERTHELESS ARE BINDING UPON AND MUST BE COMPLIED WITH BY ANY PERSON OR ENTITY SUBMITTING AN INITIAL OFFER.

10. DAMAGES FOR BREACH: If Purchaser defaults in any of the Purchaser's obligations hereunder, all sums paid hereunder may be retained by the Seller and Wilson Auction, in accordance with their agreement, as liquidated damages and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this Agreement.

11. RETURN OF DEPOSIT: If the sealed bid to purchase is not accepted by Seller, there shall be returned to Purchaser all sums received for hereunder. Upon such repayment being made, Seller and Wilson Auction shall be discharged from any further claims hereunder.

12. GENERAL: All oral statements or representations are merged into this agreement. Any reference to the plural shall include the singular where applicable. This Agreement shall be governed by and construed in accordance with the law of the State of Indiana, without regard to the conflicts of laws principles thereof. The parties agree that any action or proceeding relating in any way to this Agreement may be brought and enforced in the state courts located in Vanderburgh County, State of Indiana, and each irrevocably submits to the jurisdiction of such court and waives any objection to the laying of venue in such court or any claim that such court is an inconvenient forum. This Agreement may be executed in the original or by telecopy in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

13. DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in advertising and all related materials are subject to the terms and conditions outlined

in this Agreement and the General Terms and Conditions of Sealed Bid Auction, and by this reference made a part hereof. The Property is being sold on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis. Neither the Seller, Wilson Auction nor any of their agents, contractors, attorneys, officers or directors makes any warranty or representation, either express or implied, concerning the Property, including, but not limited to, fitness for a particular purpose, merchantability, or physical condition.

[Signature Page to Follow]

EXECUTED by PURCHASER this _____ day of _____, 2021.

PURCHASER:

Name: _____

Title: _____

Phone Number: _____

Address: _____

RECEIPT BY WILSON AUCTION:

I hereby acknowledge receipt of the deposit of \$ _____.

WILSON AUCTION AND REALTY, INC.

Name: _____

Title: _____

ACCEPTED BY SELLER this _____ day of _____, 2021

SELLER:

Name: _____

Title: _____