



# INTERNET AUCTION AGREEMENT

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc. ("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:

Auction Date(s) / Title: \_\_\_\_\_ 14 day of Mar 2022

**SELLER INFORMATION**

Customer No. (if known): 163505 Segment: Government  
 Company Name: Muskogee County, OK Member: \_\_\_\_\_  
 Representative Name: Ken Doke Representative Title: County Clerk  
 Street: 3000 North Street  
 City: Muskogee State: OK ZIP: 74403  
 Phone: 9186824511 Alt. Phone: \_\_\_\_\_ Email: cc1@readymuskogee.org



**SETTLEMENT:** Auctioneer will distribute Auction Proceeds to Seller within 15 business days of the 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 Listing Fee Waived

Internal Use Only  
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**ENCUMBRANCES:** Does any of the Property have a lien filed against it (or a secured line of credit)? **No**  **Yes**  (if Yes, list below)

Lending Institution	Lender Contact	Phone

Seller has listed all known encumbrances above 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. Seller owns and has the authority to sell the Property without consent of any third party and without condition except as noted above. Seller will ensure Property is or will be free and clear of encumbrances or liens before conclusion of the Auction. Seller agrees to defend and indemnify the Auctioneer for any claim made against the Property if a third party claims to have any interest in the Property.

The Seller has a 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. **Yes**  **No**

**SIGNATURES:** The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying Exhibit 1, Listing Sheets, updated Property List, Settlement Payment Instructions or other addendums, if any, is the whole agreement between the parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. Seller's representative below has authority to commit the Seller contractually and agrees to the Agreement including the Terms & Conditions on Page 2.

Seller: Ken Doke Ken Doke Commissioner 03 / 13 / 2022  
 Signature Printed Title Date  
 Auctioneer: Richard Spacek Richard Spacek 03 / 14 / 2022  
 Signature Printed Title Date

# Internet Auction Agreement Terms and Conditions

## THE AUCTIONEER WILL DO THE FOLLOWING:

1. 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
2. Use best efforts to qualify bidders and collect payments
3. Collect and remit sales taxes according to state regulations
4. Coordinate transfer of title between Seller and Buyer
5. Send Auction Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
6. 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** Seller authorizes Auctioneer, as Seller's agent and power of attorney, to execute any 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.

**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 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.

## THE SELLER WILL DO THE FOLLOWING:

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

**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 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 may 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** Seller agrees not to disparage Auctioneer, its employees or agents, in any way, through verbal, written, or digital formats. The non-disparagement includes, but is not limited to, negative Google reviews, reviews on other websites, and public or private comments on any social media platforms. To the extent allowed by law, Seller agrees to reimburse Auctioneer's attorney fees, costs, and damages for any violation of this non-disparagement provision. Seller authorizes immediate removal from any platform in the event this paragraph is violated.

**JURISDICTION** This Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.



# EXHIBIT 1 PROPERTY LIST

**Seller:** Ken Duke **Customer Number:** 163505

*This Exhibit 1 established the assets that will be auctioned under the terms and conditions of the attached Auction Agreement and includes by reference any other assets the Seller makes available to the Auctioneer for sale, included on any subsequent or updated Property List, and posted for bidding on the purplewave.com website.*

Description of asset(s)	Additions
<i>Example: Cat D8R dozer</i>	<i>Example: Cat D8R dozer</i>
Ingersoll screed Hyster roller	
Shop built trailer Freightliner dump truck	
Massey Ferguson tractor Sterling dump truck	
International wheel loader Hi way spreader	
Ford tractor Tank trailer	
Cat wheel loader Mower	
Dresser wheel loader Freightliner truck tractor	
Equipment trailer International 4700	
Western hopper Sterling truck tractor	
Kaufman trailer Ford f350	
Speedaire compressor	
Ford f550	
Chevy 2500	
Gmc 8000 tow truck	
Gmc 1500	
Ford f250	
International 4300	
Sterling construction	

You will provide a separate list of assets to be consigned as Exhibit 1.

**Seller Signature:** 

**Date** 03 / 13 / 2022

**TITLE** Auction Agreement for Ken Doke - 163505 - 03.13.22  
**FILE NAME** contract\_page1 10-18-21.pdf and 2 others  
**DOCUMENT ID** 24c113c36f5447bd440ef9c1b0aa07083cd10e88  
**AUDIT TRAIL DATE FORMAT** MM / DD / YYYY  
**STATUS** ● Signed

## Document History



**03 / 13 / 2022**  
18:08:35 UTC-5

Sent for signature to Ken Doke (cc1@readymuskogee.org) and Richard Spacek (richard.spacek@purplewave.com) from agreement@purplewave.com  
IP: 18.214.231.159



**03 / 13 / 2022**  
18:24:13 UTC-5

Viewed by Ken Doke (cc1@readymuskogee.org)  
IP: 174.128.158.228



**03 / 13 / 2022**  
18:25:18 UTC-5

Signed by Ken Doke (cc1@readymuskogee.org)  
IP: 174.128.158.228



**03 / 14 / 2022**  
08:34:34 UTC-5

Viewed by Richard Spacek (richard.spacek@purplewave.com)  
IP: 174.209.226.151



**03 / 14 / 2022**  
08:34:51 UTC-5

Signed by Richard Spacek (richard.spacek@purplewave.com)  
IP: 174.209.226.151



**COMPLETED**  
03 / 14 / 2022  
08:34:51 UTC-5

The document has been completed.