

## TOWN OF VERONA BID FORM

All bids for the purchase of a structure for sale at 7685 County Highway PD, Verona, Wisconsin, shall complete this bid form, along with a separate Liability Waiver and Release, either the attached form or other version approved by the Town of Verona. By signing below and submitting a bid to the Town of Verona, the bidder acknowledges and agrees to the following:

1. The bid is made only for the purchase of the specific structure identified by the bidder below. No interest in the underlying land is being sold in this process.
2. The Town of Verona makes no guarantees or warranties with respect to the quality or fitness for any purpose of the identified structure, or the contents of any structure. All structures are being sold in an "as is" condition.
3. All bids must be sealed and received by the Town of Verona no later than 1:00 p.m. on August 31, 2015. Bids will be unsealed at that time.
4. On the outside of the sealed bid, the bidder must identify which specific structure the bid is for, by number "1" through "11" as set forth on the list of structures for sale. A separately sealed bid must be submitted for each separate structure bid upon. Single bids for the purchase of more than one structure may be disregarded by the Town of Verona.
5. The contents of any structure are awarded with the structure, and may not be bid on separately.
6. The Town of Verona is the sole judge of the sufficiency of any bid. The Town of Verona also reserves the right to reject any and all bids for any structure.
7. The Town of Verona will notify the successful bidder for each structure by telephone. Within three days of the call, the successful bidder shall pay 10% of the bid amount as a down payment to the Town of Verona. If the successful bidder fails to pay the down payment within the allotted time, the bidder's right to purchase the structure will be forfeited and the Town may notify the next highest bidder that he or she has become the successful bidder. The new successful bidder shall pay the down payment in the same manner as provided above, or lose that status to the next highest bidder.
8. The entire bid amount must be paid to the Town of Verona prior to removal of the structure, and no later than September 30, 2015. Uncertified checks must be received at least 5 business days prior to removal of the structure.
9. The successful bidder must remove the structure from the Town of Verona's property on or before October 15, 2015, at the successful bidder's sole expense. The entire structure must be removed, including all contents. The successful bidder shall pay the Town of Verona any costs and fees the Town of Verona incurs to remove and dispose of any items not removed by the bidder as required.
10. The Town of Verona is not liable for any loss or damage to the structure or its contents, including, but not limited to, losses caused by theft, vandalism, acts of nature, and any damage to the structure incurred during in the moving process.
11. If the successful bidder uses employees, they must be covered by workman's compensation insurance to remove the structure.
12. **INSURANCE REQUIREMENTS.** The successful bidder agrees to maintain liability insurance with a minimum coverage of \$1,000,000 for any and all claims that may arise

as a result of the successful bidder dismantling and removing the structure, and shall provide the Town of Verona with a current certificate for such insurance naming the Town as an additional insured at the time of making the final bid payment.

13. **INDEMNIFICATION AGREEMENT.** The successful bidder further agrees to indemnify and hold harmless the Town of Verona, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney fees) by reason of any claim or suit, or of liability imposed by law upon the Town of Verona or its officers, officials, agents or employees, occurring from or related to the dismantling and removal of the structure.

TO BID, PLEASE PROVIDE THE FOLLOWING:

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

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

Telephone Number: \_\_\_\_\_

Identify the structure to which you are bidding by circling **one** of the following:

1. Building #1 86 X 110 Shed with radiant heat duct work.
2. Building #2 40 X 60 Shed
3. Building #3 30 X 60 Shed w/15 Horse stalls
4. Building #4 36 X 80 Barn w/15 Horse stalls
5. Building #5 150 X 60 Riding Arena
6. Building #6 15 X 30 Run-In-Shed
7. Building #7 15 X 30 Run-In-Shed
8. Building #8 15 X 60 Run-In-Shed
9. Fanning Mill for cleaning oats.
10. Corn Crib
11. Fencing

The amount of your bid: \$ \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**LIABILITY WAIVER AND RELEASE.**

The bidder agrees that the Town of Verona, and its officers, agents and employees (hereinafter referred to as “Released Parties”) will not be liable for any injury, death or other damages that may be caused during the bidder’s entry onto the Town of Verona’s property at 7685 County Highway PD for the purpose of inspecting or removing any structure, including the dismantling and transportation of any structure, whether or not these injuries or damages result from negligence of Released Parties in providing access to the property, maintaining the property, or any other negligent act by a Released Party. The bidder agrees that he or she, and his or her family members, estate, heirs, or anyone to whom he or she may have assigned any rights, will **NOT** have the right to sue any of the Released Parties if the bidder is injured or killed while on the Town of Verona’s property for the above stated purposes, other than for intentional misconduct of a Released Party. **THE BIDDER’S WAIVER OF LIABILITY AND RIGHT TO SUE THE RELEASED PARTIES APPLIES EVEN IF THE PROPERTY ACCESSED IS DEFECTIVE OR DANGEROUS, AND EVEN IF ONE OR MORE RELEASED PARTIES ARE NEGLIGENT (BY ANY ACT OR FAILURE TO ACT), BUT IT DOES NOT APPLY TO INTENTIONAL MISCONDUCT WHICH CAUSES INJURY OR DEATH OR OTHER DAMAGES.**

By signing, the bidder further states that he or she is of lawful age and legally competent to sign this Liability Waiver and Release. The bidder understands that the terms of this Liability Waiver and Release constitute a contract, and the bidder is giving up certain legal rights which the bidder might otherwise have. The bidder also understands that he or she has had the opportunity to negotiate the terms of this Liability Waiver and Release, and to have it reviewed by his or her own attorney before signing.

Please check one:

I do not wish to negotiate the terms of this Waiver and Release, and accept the terms as written.

I have negotiated alternative terms for this Waiver and Release with the Town of Verona, and I approve of the modifications set forth on the reverse side of this document.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_