

**GASTON & SHEEHAN SEALED BID FORM (2/28/20 2004 Carver Vessel)**

Print or Type:

**BIDDER'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP, COUNTRY:** \_\_\_\_\_

**COMPANY (If Applicable):** \_\_\_\_\_

**PHONE NUMBER(S):** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**DRIVERS LICENSE or PASSPORT #:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_ **TAX # (If Applicable):** \_\_\_\_\_

**HIGH BID AMOUNT:** \$ \_\_\_\_\_

**WRITE BID AMOUNT:** \_\_\_\_\_

**EVERYTHING SELLS "AS IS – WHERE IS" WITH NO WARRANTIES OR GUARANTEES EXPRESSED OR IMPLIED.** By placing a bid, you are entering a legally binding contract and agree to follow through with the purchase of the item should you be the high bidder.

I, the undersigned do hereby agree to the terms and conditions of the sale and understand that my **purchase must be paid in full by Thursday March 5, 2020.**

**BIDDER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



# U.S. Marshals Service SEALED BID AUCTION

Conducted by:



WEBSITE: [www.TxAuction.com](http://www.TxAuction.com) \* E-MAIL: [auction@TxAuction.com](mailto:auction@TxAuction.com)

OFFICE: (512) 251-2780 \* FAX: (512) 610-1322

## BIDDING

To place your bid, submit the "GASTON & SHEEHAN SEALED BID FORM" by email, fax or mail courier to the attention of "SEALED BID".

- **E-mail:** [auction@txauction.com](mailto:auction@txauction.com)
- **Address:** Gaston & Sheehan Auctioneers, Inc., 1420 FM 685, Pflugerville, TX 78660

**Bid Due:**            **Friday, February 28<sup>th</sup>, 1:00 P.M. CDT**

**Bid Opening:**    **Friday, February 28<sup>th</sup>, 2:00 P.M. CDT**

The high bidder will be notified within one hour after the sealed bid opening. Unsuccessful bidders will be notified thereafter.

## CONTACT FOR INFO

Contact the auction house at (512) 251-2780 or by email at [auction@txauction.com](mailto:auction@txauction.com) for additional information.

## PAYMENT

**FULL payment must be received no later than Thursday, March 5, 2020 by:**

- Cash
- Cashier's Check
- Money Orders
- US Domestic Bank Wire
- International Bank Wire
- Personal and Company Checks with a Bank Letter of Guarantee [CLICK HERE FOR EXAMPLE](#)

**Payments to:** Gaston & Sheehan Auctioneers, Inc., 1420 FM 685, Pflugerville, TX 78660

## TERMS & CONDITIONS

**The U.S. Marshals Service reserves the right to reject any and all bids.**

***Everything sells "As Is – Where Is" with no warranties or guarantees expressed or implied!*** All purchases become the responsibility of the buyer when sold to the highest bidder. Bidders are responsible for making a determination as to the items condition and value from inspection prior to bidding. Inability to observe defects or deficiencies in a lot through inspection is a risk inherent in the auction process and will not be basis for any refund or adjustment in the sales price. Failure to view/inspect any property for sale shall not constitute cause of cancellation of sale. Sealed bid opening will be recorded and all bids will be opened in the presence of a U.S. Marshals Service representative.

By placing a bid, you are entering a legally binding contract and agree to follow through with the purchase of the item should you win the item.

**FAILURE TO PAY FOR ITEMS WILL RESULT IN DENIAL FROM PARTICIPATION IN ANY FUTURE U.S. MARSHALS SERVICE AUCTIONS AND FORFEITURE OF DEPOSIT.**

All descriptions are believed to be correct; however, neither Gaston & Sheehan Auctioneers nor the U.S. Marshals Service assumes any liability as to the accuracy of any descriptions, quantity, weight, grade, quality, purity, value or any other feature(s). No allowance, refund or set aside will be made on account of any incorrectness, error in cataloging, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type.

Gaston & Sheehan Auctioneers, Inc. neither conducted an appraisal, nor has any association with the appraiser for this auction. Appraisals are conducted under a separate contract with the U.S. Marshals Service, which is separate from the Auction contract. The Auctioneer has no control over the appraisal contract, and cannot warranty, stand behind or guarantee information contained in the appraisal.

Seller shall retain full security interest in all merchandise until full and complete payment is made to Seller or Gaston & Sheehan Auctioneers.

Security for purchases is the responsibility of the Buyer and begins immediately upon conclusion of the auction. Removal is at the expense, liability and risk of the Buyer. Auctioneer shall not be responsible for goods not removed within the specified time period. The U.S. Marshals Service retains the right to reject any bids for any reason or to make counter offers or accept back up offers at their sole discretion.

*All prospective bidders should be aware that in order to ensure compliance with the Crime Control Act that they may be subject to a background check. Title 18 USC Section 1963(g) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984, prohibits the United States Government from reverting forfeited property to the defendant(s) convicted of violation under 18 USC Section 1962 nor 21 USC Section 841 et seu., or any person acting in concert with or on behalf of such defendant(s). To ensure compliance with the prohibition, you are required to certify that you are not acting and will not act in concert with or on behalf of the defendant(s) in this case upon the satisfaction of your purchase. Upon receipt of your certification, as set forth below, a records check will be made with the investigative agencies involved in the prosecution of the said case to confirm your submitted certification. In the event your certification cannot be confirmed, the purchase shall be immediately dissolved, and further criminal action taken.*

*“The offeror warrants that he/she is not: (a) an employee of the United States Department of Justice; (b) an employee of any Federal, State or Local Governmental Agency which participated in investigations that led to the forfeiture of property to the United States subject to this sale; (c) an employee of any contractor or subcontractor whose contract or subcontract provides goods or services to the United States Department of Justice Asset Forfeiture Program; (d) an agent or member of the immediate family/ household of any employee described in (a) (b) or (c) above.*

*“Any offeror who is an employee of the United States Department of Justice warrants that he/she has complied with the provisions of 5 CFR 3801.104(a), and shall provide as part of his/her offer a copy of the written determination by the Agency designee required by 5 CFR 3801.104 (a)”*

## NOTES

Sale to be lump sum net, basis delivery “as is, where” is in Chicago, IL. The Government makes no representation, warranty, statement, guaranty, promise, or commitment as to the quality or seaworthiness of the Flying Lady and notes that the vessel is located in a storage facility and is unable to be moved until May 2020. Buyer is responsible for applicable storage fees from time of purchase.

### Storage Fees:

- \$7500 for a 6-month period at \$9.50 a square ft for indoor storage
- \$1250 a month
- \$41.66 approximately each day

