

Item # 3026
2/28/07 L/F meeting



4695 Chabot Drive, Suite 102, Pleasanton, CA 94588 Phone: (888) 433-5426 Fax: (888) 433-3467 www.ironplanet.com

IRONPLANET EQUIPMENT LISTING REQUEST FORM

Featured Auctions & Owner Auctions

After you have submitted the form, an IronPlanet representative will contact you to discuss the listing process, as well as the details of the inspection process. Please submit one equipment listing form per location.

SELLER INFORMATION

Login Name:	First Name:	Initial	Last Name:
dmac419	Dave		McFarland
Company	City of Rapid City		

(If you are not registered, please register first at www.ironplanet.com)

Sales Contact at IronPlanet

Robin Lee

EQUIPMENT LOCATION

Company	City of Rapid City,		
Street Address:			
City:	State/Province:	Zip / Postal Code:	Country:
Rapid City	South Dakota	57701	Pennington

Loading Dock Available (Y/N)	Will you Load for Shipment (Y/N)	Pickup Hours:	Other Pickup Limitations:
	Y	7:00 am To 3:30 pm	

Number of Pieces at this location **3**

Special Instructions to Inspector: **Call one day ahead**

	Site Contact for Inspection	Alternative Contact	Contact for Transportation
First Name:	Dave		
Last Name:	McFarland		
Phone #:	605-394-4152		
Mobile #:			
Fax #:	605-394-1856		
Email:	dave.mcfarland@rcgov.org		

EQUIPMENT INFORMATION

(Please complete in full the following information. Thank you.)

Item	Featured or Owner Auction	Inspected (Y/N)	Title (Y/N)	Equip. Type	Make	Model	Serial #	Year	Hours
1	F	N	Y	Broom	Elgin	Pelican	P0251D	1988	15,600
	Lien (Y/N) N	Please list Lien Holder. (Include phone number and account number)							

Seller Comments / Features (include Reserve Price and / or Win it Now Price for Owner Auction Items)

Note: IronPlanet sets the Opening Bid for all items. Reserve Prices are only allowed in Owner Auctions.

Item	Featured or Owner Auction	Inspected (Y/N)	Title (Y/N)	Equip. Type	Make	Model	Serial #	Year	Hours
2	F	Y	Y	Farm	AG-Chem	2505	250017	1984	1600
	Lien (Y/N) N	Please list Lien Holder. (Include phone number and account number)							

Seller Comments / Features (include Reserve Price and / or Win it Now Price for Owner Auction Items)

Note: IronPlanet sets the Opening Bid for all items. Reserve Prices are only allowed in Owner Auctions.

Item	Featured or Owner Auction	Inspected (Y/N)	Title (Y/N)	Equip. Type	Make	Model	Serial #	Year	Hours
3	F	Y	N	Dozer	Komatsu	D155A	D155A1-17397	1980	17,900
	Lien (Y/N) N	Please list Lien Holder. (Include phone number and account number)							

Seller Comments / Features (include Reserve Price and / or Win it Now Price for Owner Auction Items)

Note: IronPlanet sets the Opening Bid for all items. Reserve Prices are only allowed in Owner Auctions.

Item	Featured or Owner Auction	Inspected (Y/N)	Title (Y/N)	Equip. Type	Make	Model	Serial #	Year	Hours
4									

	Lien (Y/N)	Please list Lien Holder. (Include phone number and account number)
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Seller Comments / Features (include Reserve Price and / or Win it Now Price for Owner Auction Items)

Note: IronPlanet sets the Opening Bid for all items. Reserve Prices are only allowed in Owner Auctions.

Item	Featured or Owner Auction	Inspected (Y/N)	Title (Y/N)	Equip. Type	Make	Model	Serial #	Year	Hours

5	Lien (Y/N)	Please list Lien Holder. (Include phone number and account number)
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Seller Comments / Features (include Reserve Price and / or Win it Now Price for Owner Auction Items)

Note: IronPlanet sets the Opening Bid for all items. Reserve Prices are only allowed in Owner Auctions.

Item	Featured or Owner Auction	Inspected (Y/N)	Title (Y/N)	Equip. Type	Make	Model	Serial #	Year	Hours

6	Lien (Y/N)	Please list Lien Holder. (Include phone number and account number)
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Seller Comments / Features (include Reserve Price and / or Win it Now Price for Owner Auction Items)

Note: IronPlanet sets the Opening Bid for all items. Reserve Prices are only allowed in Owner Auctions.

Item	Featured or Owner Auction	Inspected (Y/N)	Title (Y/N)	Equip. Type	Make	Model	Serial #	Year	Hours

7	Lien (Y/N)	Please list Lien Holder. (Include phone number and account number)
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Seller Comments / Features (include Reserve Price and / or Win it Now Price for Owner Auction Items)

Note: IronPlanet sets the Opening Bid for all items. Reserve Prices are only allowed in Owner Auctions.

(Please attach a separate sheet if you have more items to list.)

POST-SALE PAYMENT INSTRUCTIONS

How would you like to receive payment for your sale? Wire Transfer Check I'll contact you when I decide

Payee:		Payee Street Address:	
CITY OF RAPID CITY		300 6 TH STREET	
City:	State / Province:	Zip / Postal Code:	Country:
CITY OF RAPID	SOUTH DAKOTA	57701	USA

Bank Name:	PIONEER BANK AND TRUST	
Bank Location (City, State/Prov.):	RAPID CITY, SOUTH DAKOTA	
ABA Routing #:	091408763	(required for Wire Transfer)
Bank Account #:	750 514	(required for Wire Transfer)

AGREEMENT -- PLEASE SIGN BELOW

As a registered user at IronPlanet, I agree to IronPlanet's Terms and Conditions (which include IronPlanet's Auction Consignment Agreement). By signing below, I acknowledge my request to list the equipment described in the preceding pages with IronPlanet in accordance with IronPlanet's Terms and Conditions. As an Auction Company, IronPlanet has a bond (#69457962) on file with the Secretary of State, CA.

Please **fax** the completed form to IronPlanet Customer Care at: 1-888-433-3467. If you have any questions, contact IronPlanet Customer Care at: 1-888-433-5426. Thank you!

Notes: (a) If you are listing any items in an Owner Auction, you must submit payment for any applicable fees (i.e. Listing Fees, Reserve Fees, Title Fees, Lien Fees) before IronPlanet will accept your Listing Contract. Contact Customer Care at 888-433-5426 for payment options. (b) For any Titled units, you must submit a signed, original title along with this agreement. (c) For any items with liens, you must provide contact information for the lien holder.

Signing this Listing Request gives IronPlanet the authorization to directly contact your lien holders and request financing information pertinent to this equipment.

Signed by: _____ Date: _____

Print Name: _____

Preparing your Equipment for an IronPlanet Inspection

To ensure the best presentation of your equipment, sellers should complete the preparation steps below *PRIOR* to the inspection.

1. Make sure the equipment is on the designated inspection site with adequate room to be operated.
2. Make sure the keys are available and that the equipment can be started.
3. Make sure the Point of Contact (Operator) knows what is to be inspected and can operate the equipment.
4. Make sure all attachments and accessories to be sold with the equipment are in the same location as the equipment and are ready for inspection.
5. Make sure all fluid levels are topped-off and at the appropriate levels.
6. Clean the equipment in order for the inspector to examine the entire unit completely and take photos
 - a. Wash the machine; remove mud from the undercarriage, gooseneck, linkage and any other areas where cracking or wear can be seen.
 - b. Clean the engine compartment.
 - c. Clean the operator's station.
 - d. Remove old rags, trash, and empty containers.
7. The equipment should have a working hour meter:
 - If the equipment does not have a working hour meter and the equipment is sold through IronPlanet, you may be subject to a re-inspection fee to verify the machine condition has not changed since it was first inspected.
 - A functioning hour meter also makes it possible to add a warranty to the equipment, which may increase the selling price of the machine.
8. Perform any desired maintenance or repairs, for example: paint and apply new decals, fix leaks, and repair any broken or worn parts.
9. Prepare a copy of any maintenance records and major repairs performed, if available, and provide a copy to your IronPlanet Sales Representative.
10. Prepare a copy of EPA engine certification data, if required/available, and provide these copies to the inspector at the time of inspection.
11. Prepare a copy of any ownership documentation, if available, and provide these copies to the inspector at the time of inspection.



[Login](#) | [Register Now...](#) it's quick, easy, and FREE!

[Contact Us](#) : 888-433-5426



[Aerial Work Platforms](#)
[Aggregate Asphalt](#) [Thu Feb 22 Thu](#)
[Backhoes Compactors](#) [Mar 8 Fri Mar 9](#)
[Dozers Excavators Farm](#) [_ Future](#)
[Equipment Forestry](#) [Auctions Owner](#)
[Forklifts Graders Loaders](#) [Auctions Past](#)
[Scrapers Skid-Steers](#) [Auction Results](#)
[Trucks - Off-Road Trucks -](#)
[On-Road MORE](#)
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[BY LOCATION SEARCH BY](#)
[MAKE](#)

Upcoming Auctions

[Thu Feb 22 Place Bids Now](#)
[Thu Mar 8 Place Bids Now](#)
[Fri Mar 9 \(Consign Now\)](#)

and: [Owner Auctions Daily](#)

Place A Listing

Contact Your Local Rep.

Location:

or call [1-888-433-5426](tel:1-888-433-5426)

[Equipment Listing Form](#)

Seller Tools

Auction Process

• [How our Auctions Work](#)

- [Owner Auctions](#)
- [Marketing your item](#)
- [Inspection Process](#)

After the Auction

- [Fees & Pricing](#)
- [Sale, Transfer & Payment](#)
- [1031 Tax Free Exchanges](#)

[View an Example Auction](#)

[Review Past Results](#)

FAQ [Fees]

Can I get a better deal on selling a lot of equipment?

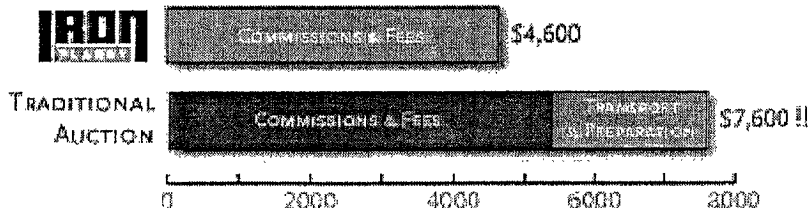
[Home](#) > [How to Sell](#) > Fees & Commissions

Fees & Commissions

Selling through IronPlanet makes financial sense too

1. A worldwide audience and our IronClad Assurance generate great prices
2. Our low overhead is passed on to you as lower fees and commissions
3. No transportation costs, or added preparation costs

Take a look at the typical savings on a \$60,000 piece of equipment in our online auction compared to a 'traditional' auction.



Commissions

For each sale in a Featured Auction or Owner Auction, IronPlanet shall deduct from the payments made to the seller a commission fee (the "Commission Fee") equal to a percentage of the auction closing price ("Final Selling Price") as set forth in the table below. All commissions will be charged and shall be paid in U.S. dollars. The seller's commission will be deducted from the Final Selling Price upon completion of the sale.

CLOSE Answer...

It depends on how many pieces and what type of equipment you would like to sell as part of a package deal. Please call IronPlanet Customer Care at 1-888-433-5426, if you would like more details.

Final Selling Price (per piece)	Commissions (% of Final Selling Price)
Less than \$10,000	12.5%*
\$10,000 to \$19,999	8.4%
\$20,000 to \$49,999	7.4%
\$50,000 to \$99,999	6.9%
\$100,000 and greater	6.4%

* 12.5% commission rate subject to negotiation based on number of units and condition; minimum commission is \$250 per piece

Listing Fees

For each piece of Equipment the seller lists, the seller agrees to pay to IronPlanet a listing fee ("Listing Fee") in accordance with the Listing Fee schedule below. The Listing Fee covers, among other costs, the cost of the Equipment inspection.

Multiple-Piece Rate (Inspected Equipment)

- If a seller has 2 or more pieces at the same physical location (physical address) the per piece listing rate for most equipment will vary from \$180 to \$600 depending on size and complexity of each piece. Please contact IronPlanet Customer Care at 888-433-5426, for any additional information.

Single Piece Rate (Inspected Equipment)

- If a seller only has a single piece at a given physical location, the rate will be approximately 1.5 times the multiple-piece rate.

Smaller Pieces (Inspected Equipment)

- IronPlanet may quote listing fees for smaller equipment requested to be inspected, e.g., light towers, generators, air compressors on a case-by-case basis.

Any special rates must be agreed upon in writing before a signed listing contract is submitted, or the regular single and multiple-piece rates listed above will apply

Uninspected Equipment

- \$70 per piece of equipment

The Listing Fee for equipment located outside of the continental United States will be determined by IronPlanet on a case-by-case basis. IronPlanet also reserves the right to determine the exact Listing Fee for any piece of equipment on a case-by-case.

Featured Auction listings

IronPlanet will deduct the Listing Fee cost from the proceeds arising from the sale of your equipment through IronPlanet; if your piece in auction does not sell, you will not be assessed a Listing Fee (unless the piece is subject to a Removal Penalty, as described below).

Owner Auction listings

you must pay this non-refundable Listing Fee prior to the first Owner Auction period for the equipment. The Listing Fees below apply only to equipment located in the continental United States during the time of inspection.

Other Fees and Penalties

Reserve Price Fee. For each Owner Auction listing with a Reserve Price, the seller agrees to pay to IronPlanet a reserve fee ("Reserve Price Fee") based on the following reserve prices:

- Pay a Reserve Price Fee equal to \$25 for Owner Auction listing with a reserve price less than \$5,000.00
- Pay a Reserve Price Fee equal to 0.5% of the Reserve Price for each Owner Auction listing with a reserve price between \$5,000.00 and \$40,000.00
- Pay a Reserve Price Fee equal to \$200 for each Owner Auction listing with a reserve price greater than \$40,000.00

The Reserve Price is non-refundable, is based on the reserve price entered at the time of Equipment Listing, and must be paid prior to each and every Owner Auction period for the Equipment.

On-Road Title Transfer Processing Fee. A fee of \$25 will be assessed on each unit of equipment where ownership of the Equipment or any part thereof is capable of being or required to be registered, including but not limited to on-road vehicle or trailer DMV title processing. In the event of title errors or a lost title, the seller is responsible for all expenses related to providing the buyer a title that can be registered in their state. For **Featured Auction listings**, IronPlanet will deduct this fee from the proceeds arising from the sale of your equipment through IronPlanet. For **Owner Auction listings**, you must pay this non-refundable fee

prior to the first Owner Auction period for the equipment.

Ownership Verification and Lien Search Fee. A fee of \$35 may be assessed on each unit of equipment for lien searches to verify clear title and ownership to buyer and for processing outstanding lien balances. For **Featured Auction listings**, IronPlanet will deduct this fee from the proceeds arising from the sale of your equipment through IronPlanet. For **Owner Auction listings**, you must pay this non-refundable fee prior to the first Owner Auction period for the equipment.

Reinspection Fee. If at any time prior to or during the auction, Equipment which has been inspected by IronPlanet is altered or modified in any way which might affect the accuracy of the Listing Details (including without limitation the Inspection Report), in order to proceed with an auction you agree to pay to IronPlanet a reinspection fee approximately equal to three hundred and fifty dollars (US\$350.00) (the "Reinspection Fee"). IronPlanet reserves the right to determine the exact amount of the Reinspection Fee for any Equipment requiring reinspection.

Removal Penalty Prior to Owner Auction Close - Reserve not met. If, for any reason, the seller withdraws a piece of Equipment listed in an Owner Auction from the IronPlanet Site after the time of Equipment Listing but before either the reserve is met or the auction closes, the seller agrees to pay IronPlanet a removal fee equivalent to the greater of (i) 2% of the Reserve Price (as set by the seller) or (ii) \$50 ("Removal Penalty Prior to Owner Auction Close"). If, for any reason prior to the auction close, IronPlanet removes Equipment from an Owner Auction due to seller's violation of the Auction Consignment Agreement, the seller agrees to pay Ironplanet the Removal Penalty Prior to Owner Auction Close.

Removal Penalty Prior to Owner Auction Close - Reserve met. If, for any reason, the seller withdraws a piece of Equipment (or causes IronPlanet to withdraw their equipment in violation of the Seller Consignment Auction Agreement) listed in an Owner Auction after the Seller Reserve Price is met, the seller agrees to pay IronPlanet a Default Penalty ("Seller Default Penalty") equivalent to the Commission Fee of the winning auction closing price as if the Equipment were sold, as well as the Listing Fee.

Removal Penalty Prior to Featured Auction Close. If, for any reason not previously approved by IronPlanet, the seller withdraws a piece of Equipment listed in a Featured Auction from the IronPlanet Site after the time of Equipment Listing but before the auction closes, the seller agrees to pay IronPlanet a removal fee equivalent to the Listing Fee plus 25% of the greater of (i) the opening bid (as set by IronPlanet) or (ii) the highest bid submitted on the Equipment to the IronPlanet site ("Removal Penalty Prior to Featured Auction Close"). If, for any reason prior to the auction close, IronPlanet removes Equipment from a Featured Auction due to the seller's violation of the Auction Consignment Agreement, the seller agrees to pay IronPlanet the Removal Penalty Prior to Featured Auction Close.

Unauthorized Equipment Use Penalty. If, for any reason, the seller operates, leases, rents, modifies, uses or allows Equipment sold in an IronPlanet auction to be altered at any point between the time of Equipment Listing and buyer removal of the Equipment from the seller's location, the seller agrees to pay IronPlanet an unauthorized use fee equivalent to the Commission Fee of the final sale price as if the Equipment were sold, as well as any unpaid Listing Fee ("Unauthorized Equipment Use Penalty"). In addition, if the equipment has been delivered to the buyer, the seller also will be responsible for any and all transportation and freight costs associated with the delivery of the equipment to the buyer's location and the removal of the equipment from the buyer's location. In either case, title and/or ownership will not transfer to the buyer and the seller shall not receive any of the proceeds associated with the sale.

Post-Auction Delay Penalty. If, for any reason, after IronPlanet has notified the Seller of receipt of full payment from the Buyer and at least one (1) business day after the close of an auction, the Seller either does not have their equipment in a "ready" condition for transport or delays the release of their equipment to the Buyer's scheduled common carrier or other Buyer conveyance, the Seller shall be responsible for full payment of any additional expenses incurred by the Buyer and/or IronPlanet due to Seller delay ("Post-Auction Delay Penalty"). These expenses may include, but are not limited to, transportation cancellation or re-scheduling fees, transportation delay fees, and hourly or daily average rental cost of equivalent replacement equipment for the buyer, including loading, unloading and transportation costs. IronPlanet may assess the Post-Auction Delay Penalty at its discretion. These additional expenses will be deducted from the proceeds of

sale after Buyer acceptance, but prior to transferring payment to the Seller.
Seller Default Penalty. If, for any reason, the seller fails to release Equipment sold in an IronPlanet auction to the Buyer's scheduled common carrier or other Buyer conveyance, or if the seller is incapable of releasing the Equipment, the Seller agrees to pay to IronPlanet a Default Penalty ("Seller Default Penalty") equivalent to **25%** of the winning auction closing price as if the Equipment were sold, as well as the Listing Fee and any costs incurred by the buyer and validated by IronPlanet.

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[IronPlanet Inc.](#)



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Tel : 888-433-5428 Fax : 888-433-3467

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Terms & Conditions (Key Points)

10 Key Buyer Points: *Buyer agrees*

1. to accept that all auction bids are binding and cannot be retracted.
2. to be liable for all Sales and Use Tax and/or provide an applicable Certificate of Exemption.
3. to pay a Transaction Fee as described in Terms and Fees for each piece of purchased equipment.
4. to remit full payment for purchased equipment in the amount of the auction closing price, Sales Tax (where applicable) and the Transaction Fee by certified check from a U.S. bank or wire transfer within three (3) business days after the auction closes (wire transfers required for buyers outside the U.S.). Upon receipt of full payment the buyer will be provided with the location of the equipment.
5. to note a transportation selection on the IronPlanet web site prior to picking-up the equipment.
6. to remove the equipment from Seller's premises no later than eight (8) business days after the auction closes and that after thirty (30) days the equipment may be deemed abandoned and re-sold.
7. to be responsible for all title registration, freight and transportation costs related to transporting from the equipment location.
8. that constructive receipt of the equipment can occur prior to physical delivery of the equipment.
9. In order for a dispute to be considered, it must be submitted in writing within 24 hrs of delivery and prior to constructive receipt occurring. read more on constructive receipt.
10. that if Buyer defaults they shall remit a Default Penalty to IronPlanet.

10 Key Seller Points: *Seller agrees*

1. to sell equipment consigned to a Featured Auction to the highest auction bidder; to sell equipment consigned to an Owner Auction to the highest auction bidder who meets or exceeds Seller's Reserve Price.
2. to be responsible for equipment until removed from Seller's location.
3. to maintain consigned units in the same condition as documented in the listing details and the online IronPlanet inspection report.
4. to allow access to equipment designated for inspection and provide a qualified operator.
5. to provide all lien information necessary to clear title to Buyer.
6. to provide all title transfer documentation and information for Buyer to register equipment.
7. to pay all commissions and fees according to IronPlanet's fee schedules.

8. to make equipment available for transportation to Buyer prior to Seller payment and no later than one (1) business day after the auction.
9. to accept final payment equal to the auction closing price, less commissions & fees, within two (2) business days after constructive receipt of equipment by Buyer.
10. not to engage in shill bidding or have anyone else bid on Seller's behalf.

It is recommended that new Buyers and Sellers read the full text of IronPlanet's Terms and Conditions before Acceptance, which is located under the Terms and Conditions link at the bottom of this page. At no time shall these key points, replace or modify in anyway IronPlanet's full Terms & Conditions.
Read the full text of IronPlanet's [Terms and Conditions](#).