

## TERMS AND CONDITIONS FOR REAL ESTATE AUCTIONS

**Bachmann Auctioneers, LLC**, a Minnesota limited liability company (“Auctioneer”), and **Bachmann Carow Real Estate Inc.**, a Minnesota corporation (“Agent”), AS AGENTS FOR Seller, will offer the Property at auction according to the following terms and conditions:

In the following document the term “Agent” and “Auctioneer” will be referred to as “Agent(s)”

1. At auction, Agent may revise the printed property materials by written supplement and announce revisions to the auction process. Agent may accept or decline any bid, any challenge to any bid or bidding increment, as Agent may determine in its sole discretion.
2. **BIDDER IS BIDDING ON THE PROPERTY IN “AS IS” CONDITION WITH ALL FAULTS INCLUDING BOTH LATENT AND PATENT DEFECTS AND ALL SALES ARE FINAL.** Seller and Agent are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Property including, without limitation, the existence of hazardous waste, or the suitability of Property for Bidder’s intended use. Bidder shall independently verify all information and reports regarding any aspect or feature of the Property provided by Agent. Neither Seller nor Agent guaranty the accuracy of any information or reports provided on the Property. The Property is open to thorough public inspection and making a bid is an acknowledgement that each bidder has had ample opportunity to, and has either inspected or elected not to inspect the Property.
3. **CASH SALE.** This is a cash sale and is not contingent on Bidder's ability to obtain financing.
4. **A BUYER’S PREMIUM OF 0% OF THE SUCCESSFUL BID WILL BE USED TO ESTABLISH THE PURCHASE PRICE BY ADDING THE BUYER’S PREMIUM TO THE SUCCESSFUL BID AMOUNT.**
5. If Bidder is the highest bidder, Bidder shall pay an earnest money deposit in the amount of **\$5,000** as required by Seller. The required deposit shall be held in a trust account until closing and shall be non-refundable, except in the event of Seller’s default, but applicable to the purchase price. Bidder furthermore agrees at the end of the auction to sign all required sales and purchase contracts pertaining to the purchase of the Property. Those contracts will be available to review prior to the auction.
6. **CLOSING.** Closing will take place on the date that is 45 days after the date of the auction, or such other date as may be mutually agreed by the parties. The Purchaser will be responsible for the updating of the abstract, title exams, searches, etc. and Seller shall be responsible for their own closing fees.
7. Only registered Bidders may bid on the Property being sold, any exceptions to this requirement shall be within the sole discretion of Agent. No allowances, adjustments, or rescission of sale will be allowed based upon failure of the Property to correspond to a need. The Bidder registered will be liable for any purchase made with the card issued with the Bidder Registration Form.

8. Fully permitted by law, Bidder agrees to indemnify, defend and hold harmless Agents, Seller and their other agents, contractors and employees, and hereby releases Agent, Seller and their agents, contractors and employees from all claims, damages, liability, causes of action, judgments, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal) arising out of or in any way connected with the auction or the Property. Neither Agent nor Seller will be liable to Bidder for any damages relating to or arising out of the auction or the Property, including direct, indirect, consequential, special or incidental damages.

9. Bidder shall look only to Seller as to all matters regarding the Property and any contract to purchase the Property. Agent shall not be liable in any way if (a) Seller fails or refuses to deliver marketable title at closing or (b) regarding any feature, condition or aspect of the Property, or lack thereof.

10. In the event Bidder defaults under the terms of this document, Agent, may as its sole remedy cancel the sale, retaining as liquidated damages all payments made by the successful Bidder, including the earnest money deposit made by the Bidder. In any action to enforce Bidder's obligations and/or recover damages pursuant to this Paragraph 9, Agent shall be entitled to recover its reasonable attorneys' fees, expenses, and costs of suit incurred in such action, including its reasonable attorneys' fees on appeal.

11. Agent reserves the right to withdraw the Property or any portion thereof before the auction.

#### **TERMS AND CONDITIONS FOR BROKER COOPERATION**

Real Estate Agents, the following conditions must be met to receive commission, no exceptions.

1. There is a 2% broker co-op for each Purchase Agreement.
2. Notice of Bidder/buyer representation is required no later than 24 hours prior to auction. A Buyer's Representation form must be completed, signed and delivered to LuAnn Carow, broker at [lcarrow@arvig.net](mailto:lcarrow@arvig.net) or the Bachmann Carow Real Estate Inc. office at 48208 Luce Street, Perham. Call for further directions 218-347-1075.
3. There are no late exceptions allowed.
4. Buyer's Agent must show the property to their buyer.
5. Buyer's Agent must be at the auction with their buyer.
6. Buyer's Agent will fill out the purchase agreement with their buyer if the successful bidder (the Purchase Agreement will be filled out in advance by Bachmann Carow Real Estate Inc.).
7. Buyer's Agent will follow their buyer's transaction through closing.