

- AUCTION ANNOUNCEMENTS / RULES -

1. **Property sells in "AS IS" condition without acceptance of any contingencies.** Compliance with any government regulations will be the responsibility of the purchaser.
2. **Closing and possession to be on or about NOVEMBER 5, 2018.** The property sells in "AS IS" condition. Therefore, if the Buyer of this property chooses to go to any Lender for financing, the suggested closing date is still to be adhered to, and any repairs, septic or other tests, certifications or permits required by that Lender will be the Buyer's responsibility.
3. Property sells to the highest bidder.
4. A ten percent (10%) Buyers' Premium will be added to the top bid on the real estate. The Buyer's Premium is due and earned by BENJAMIN SCHULTZ, Broker, at the time of the auction and signing of this contract. Any deposit money may be used by broker to pay auctioneer at the time of signing of this contract.
5. Upon acceptance of the highest bid, **a deposit of \$5,000 will be immediately required in cash, cashier's check, or a check acceptable by prior arrangement to BENJAMIN SCHULTZ, Broker. Within 72 hours any remaining balance of 10% of total purchase price including the Buyer's Premium is to be paid by cash or certified funds.** Said deposit to be held in the Escrow Account of **BENJAMIN SCHULTZ**, Broker. The deposit is non-refundable in case of default or breach of contract on the part of the Buyer. In the event the property fails to close due to NO fault of the Buyer, the deposit will be returned to the Buyer.
6. **TERMS:** All cash or certified funds at the time of closing. **Prior to the sale, interested parties and potential Purchasers are encouraged to contact any Lender with whom they have or can establish a business relationship.**
7. Bidding and conduct of the sale are at the discretion of the auctioneer. **BENJAMIN SCHULTZ**, Broker, and all of his agents or employees are acting as an agent for the seller.
8. If there are any inconsistencies between published statements and announcements the day of the auction, the announcements shall prevail. At his discretion, the auctioneer may take intermissions to confirm bidder's qualifications and allow bidders the opportunity to fully consider their position.
9. This Purchase Contract has been approved as to form by the Seller's Attorney. Before bidding we recommend the Buyer have his or her Attorney review the Purchase Contract.
10. **WHEN SIGNED, THE PURCHASE DOCUMENT BECOMES A BINDING CONTRACT. WE RECOMMEND THAT THE BUYER CONSULT AN ATTORNEY BEFORE BIDDING, SINCE NO CHANGES OR CONTINGENCIES TO THIS CONTRACT WILL BE ACCEPTED.** The only items added to this Purchase Contract at the time of closing shall be the purchase price, terms acknowledgements, and the Parties signatures. You must either show this Purchase Contract to an Attorney prior to bidding and obtain his or her written approval and file written approval with **BENJAMIN SCHULTZ**, Broker, at the time of Bidder Registration, **OR you must elect to waive Attorney Approval.**
11. This is part of an Estate. Being as such, all heirs have a right to bid individually and are under obligation to all rules and regulations.
12. Any personal property of the seller remaining on the property at the time of closing becomes the property of the Buyer.
13. To potential bidders – on auction day all interested parties must fill out a Bidder Certification Form in order to bid. We reserve the right to only accept bids from registered bidders.

BIDDER CERTIFICATION FORM
TO BE SIGNED IN PRESENCE OF AUCTION PERSONNEL

By signing this certification and returning it in exchange for a bid number, I hereby certify the following:

1. I acknowledge that I have received a bid package.
2. I have read the Auction Announcements / Rules and Purchase Contract contained in the bid package completely and understand them.
3. I understand that the auction rules will be strictly enforced and that there will be no exceptions.
4. I understand that a 10% buyer's premium will be added to my final bid and is due in addition to my final bid. The buyer's premium is due and earned by BENJAMIN SCHULTZ, Broker at the time of the auction and signing of this contract. Any deposit money may be used by broker to pay auctioneer at the time of signing of this contract.
5. I certify that I currently have sufficient funds to meet the first deposit requirement called for in the Purchase Contract. I further understand that should I fail to close or otherwise breach the contract of sale, I will lose all my deposits and will be liable for any other damages due the seller or broker.
6. I understand that if I am the successful bidder, I will be asked to sign the Purchase Contract immediately upon the conclusion of the auction and immediately pay a \$5,000 deposit.
7. I understand that the executors of this estate (seller) may bid on this property. However, the seller is subject to the same rules as any other bidders and must pay the 10% buyer's premium.
8. I certify that I have personally inspected the real property being auctioned today and agree to accept the property in the condition I find it today. If there is anything concerning the condition of the property I do not understand or about which I need further explanation, I will ask prior to bidding.
9. I understand that the law allows me an opportunity to conduct a lead based paint inspection of risk assessment at my own expense. I understand that I have been given the opportunity to conduct such an inspection prior to the auction date and that if I am the high bidder at the auction, I will be required to sign a Purchase Contract stating that I have waived the right to this inspection.
10. I have shown the copies of the Bidder Certificate Form, the Auction Announcements / Rules, and Purchase Contract to my Attorney and I have obtained his or her written approval to proceed with bidding and/or purchasing the property, and I have filed this approval with BENJAMIN SCHULTZ, Broker, OR I NOW WAIVE MY OPTION FOR ATTORNEY APPROVALS.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ BIDDER # _____

ADDRESS: _____

CITY/STATE/ZIP _____

WORK PHONE # _____ HOME PHONE # _____

WITNESS: _____

BROKER INFORMATION: Real Estate Co. Name _____

Broker Name: _____ Phone # _____

Broker Address: _____