

Terms & Conditions of Sale

PROPERTY IS OFFERED UNDER THE SPECIFIC TERMS PROVIDED IN THE PURCHASE CONTRACT. PLEASE READ AND REVIEW THE CONTRACT THOROUGHLY PRIOR TO BIDDING ON ANY PROPERTY. IF YOU HAVE NOT READ AND REVIEWED THE CONTRACT FOR SALE OF REAL ESTATE, DO NOT BID.

AUCTION START TIMES: Auction will start at advertised time, and will proceed until all bids have ceased and auctioneer has declared the property SOLD! At this time, no further bids will be accepted.

TERMS: Bank letter of credit, or notarized verification of available funds in bank account will be submitted at time of registration to bid. 5% of the final bid price will be submitted as non refundable earnest money in the form of a certified check, personal check or cash immediately following close of auction, with the balance of purchase price due at closing. Closing will be at closing company to be determined. This auction is a CASH SALE not contingent on or subject to financing, appraisal, survey or inspections of any kind, as agreed to by bidders at registration prior to bidding.

GOOD INSURABLE DEED AT CLOSING: Sellers agrees to transfer marketable warrantee deed upon closing.

BUYER'S PREMIUM: There will be a buyer's premium of 8% added to the bid price to arrive at final purchase price. Example: Bid Price \$100,000 plus \$8,000 (8% buyer's Fee) equals purchase price of \$108,000.

ACCEPTANCE OF BID PRICES: Successful bidder(s) will be required to enter into a purchase agreement immediately following the close of the auction. Any and all inspections that a buyer may want must be done at buyer's expense prior to the auction. Auctioneers may have in their possession, absentee bids and may bid on their behalf. Property is subject to prior sale if an offer equal to or greater than reserve bid (if any) is tendered. Watch web site for information relating to sale prior to auction for auction cancellation.

Deed: Warranty Deed

Possession: Immediately following successful closing

Real Estate Taxes and Closing Cost: All taxes will be prorated to day of closing using the most current available year's tax amount. The purchaser will pay all other closing costs associated with the purchaser's side of the sale, including local and state recording fees and any cost associated with the purchaser's loan.

Easements: Subject to any and all easements of record.

Zoning: This property is subject to all state and local zoning ordinances.

BIDDER VERIFICATION: The identity of all bidders may be verified, bidding rights are provisional, and if complete verification is not possible, Dahl's Auction Service may reject the registration, and bidding activity may be terminated. The Seller and Dahl's Auction Service reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc.

AGENCY: Dahl's Auction Service, Agents and Representatives are agents of the Seller. Buyer and or Bidder agrees to hold harmless and indemnify Dahl's Auction Service and its Agents and its Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs, fees, etc.

NEW DATA, CORRECTIONS, AND CHANGES: Please check for updated information prior to scheduled auction time to inspect any changes, corrections, or additions to the property information. Disclaimer & Absence of Warranties: All information contained in this information packet and all related materials are subject to the terms and conditions outlined in the Contract for Sale of Real Estate agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation either expressed or implied, concerning the property is made by the Seller or Dahl's Auction Service, Agents or Representatives. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in the brochure and on the website is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller, Dahl's Auction Service, Agents or Representatives. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. All decisions of Dahl's Auction Service are final. Any dispute between Dahl's Auction Service, its Agents or Representatives and the Buyer(s) will be tried in a court of jurisdiction in Carlton County, Minnesota. By bidding on the property, buyer agrees to all terms and conditions set forth.

By signing below, I agree to all terms and conditions and understand that announcements regarding property on day of sale supersede any printed material previously viewed.

Bidder Name: _____

Signature _____ Date: _____

This form may be printed and signed prior to auction and presented at time of registration

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