

AUCTION TERMS AND CONDITIONS - READ CAREFULLY AND COMPLETELY

This is a 6% Buyers Fee sale. Successful high bid plus the 6% equals the total price offered. \$5,000 required as earnest money upon acceptance of the Sales Contract. Closing within 30-45 days of the sale. Property sells As Is, Where Is, No Contingencies, No Exceptions.

Starting bid \$10,000 with \$2,500 bid increments.

Seller retains the right to accept, reject or counter any offer. Inspections permitted, however; seller will not accept any offer with inspection contingency-all inspections must be done prior to bidding and prior to any written offers. Property is Broker owned.

ALL AUCTION TERMS & CONDITIONS Apply and Become Part of Any Offer

Bidding Requirements Apply:

A letter from your bank or financial institution confirming you have sufficient funds available to you to close the deal is required to be on file at our Unified Jones Auction & Realty office, 818 North Church St, Watertown, WI prior to being approved to bid.

Bank Letter Confirmation of Funds Availability template found at www.jonesauctionservice.com

Your letter may be faxed to (920) 261-6830; emailed to info@jonesauctionservice.com; or mailed or dropped off at our 818 North Church Street, Watertown, WI office during normal business hours 9-5, Monday-Friday.

Please do not hesitate to call us with questions; (920) 261-6820

1. Online Only Sale: Online bidding begins Wednesday, September 27, 2017 and closes Monday, October 30, 2017 at 3:00 p.m. (CT). Approval to bid at this sale is subject to Unified Jones Auction & Realty receiving a letter from your bank or financial institution confirming you have sufficient funds available to close the transaction per the Bidding Requirements listed above. **Starting bid for this sale is \$10,000 with \$2,500 bid increments.** Confirmation may be faxed to (920) 261-6830 or emailed to info@jonesauctionservice.com. This property sells As Is, Where Is, No Contingencies or Exceptions. Seller reserves the right to **Accept, Reject or Counter offers**. All auction terms and conditions apply and become part of any offer.
2. This is a 6% buyers fee sale. The successful high bid plus buyers fee equals the total price offered. The successful high bidder is required to \$5,000 as earnest money upon acceptance of the Sales Contract. Upon accepted offer, all earnest money becomes non-refundable. Closing 30-45 days of the end of the sale. Property sells As Is, Where Is, No Contingencies or Exceptions.
3. Qualification for financing must be approved prior to approval for bidding and prior to the sale. You are responsible for cash at closing within 30-45 days of the end of the sale.
4. Winning bidder is contractually bound and will enter into a Contract to Purchase immediately upon being declared the successful bidder by the auctioneer. Upon the close of the sale the winning bidder will be forwarded via email a Contract to Purchase. A signed copy of the contract must be received by Unified Jones Auction & Realty by

end of business or 5:00 P.M. (CT), Monday, October 30, 2017. Contract to Purchase may be hand delivered, faxed, or scanned and emailed.

In the event the buyer refuses to sign the Contract to Purchase and tender the earnest money deposit the auctioneer may resell the property. The original buyer shall be responsible for any damages and expenses for resale and collection, including reasonable attorney's fees. The only condition under which the earnest money and prepaid closing shall be refunded is if the seller fails to confirm or accept the bid or is unable to deliver clear title. If buyer refuses for any reason to close, the earnest money and prepaid fees will be forfeited. All earnest money, less incurred expenses, will be given to the seller. Upon acceptance of Contract to Purchase by both parties, earnest money becomes non-refundable.

5. \$5,000 as earnest money will be due upon acceptance of the Sales Contract.

Bidding is not contingent upon financing. The balance of the purchase price due at closing 30-45 days of the end of the sale. Possession shall be given at closing.

6. The sale will be subject to existing zoning, ordinances, roads, restrictions of record and easements of record. Real Estate taxes for the year of closing will be prorated to the date of closing. Seller will provide and arrange for all title evidence.

All contracts will be prepared by the listing broker to be entered into the date of the

sale. Seller will convey title by warranty deed free and clear of all liens and encumbrances. Any zoning or use permits, if needed, will be at the buyer's expense.

Seller reserves the right to accept, reject or counter any offer.

7. Property is broker owned and will sell As Is, Where Is with no warranties to buildings, wells or septic systems.

Requirements to meet DILHRs energy code are the responsibility of the buyer.

8. This information is from sources deemed reliable but no warranty or representation is made to its accuracy. Any information on this sale is subject to verification and no liability for errors, omissions or changes are assumed by Unified Jones Auction & Realty or the seller.
9. Under no circumstances shall bidder have any kind of claim against Unified Jones Auction & Realty, seller, or anyone else if the internet service fails to work correctly.
10. This property sells As Is, Where Is condition without warranty of any kind, expressed or implied, **No Exceptions Whatsoever.** Buyers should verify all information to their satisfaction. Make all inspections and financing arrangements prior to the end of bidding. Buyer acknowledges and agrees that Seller has not made and is not making any representation statement, or warranty to Buyer about the Property, including, but not limited to, physical aspects and condition of any portion of the Property, including personal property included in this transaction, if any, condition of soil, feasibility, desirability, suitability, fitness or adaptability of any part of Property, including personal property included in this transaction, if any, for any particular use, availability of any utility

service, assessments, fees or charges that may be assessed against the Property, value of Property or projected income and expenses, or any other matter. Buyer is purchasing Property in an As Is and Where Is condition and acknowledges that Buyer must rely solely on Buyers own investigation of Property. All prior negotiations and discussions have been merged into this Offer to Purchase. Buyer acknowledges and agrees that Buyer has not and will not rely on any representation or statement made by Seller and waives any and all claims against Seller or its agents for any misrepresentation, negligence, fraudulent advertising under section 100.18 of the Wisconsin Statutes, or breach of warranty.

11. All buyers must acknowledge and accept the Terms and Conditions provided at the time of online registration. Bank Letter of Guarantee/Validation of Funds required for approval to bid at this sale.
12. Buyer acknowledges that Seller has given Buyer adequate time and opportunity to inspect the Property and Buyer has either already exercised this opportunity to inspect to the extent that Buyer deems appropriate or knowingly agreed to waive such opportunity.
13. Auctioneer is licensed by the Wisconsin Department of Licensing & Regulation.
14. This property is offered for sale to qualified purchasers without regard to perspective purchasers race, color, sex, marital status, religion or national origin.

CHECKOUT DATES and TIME

Winning bidder is contractually bound and will enter into a Contract to Purchase immediately upon being declared the successful bidder by the auctioneer. See Terms and Conditions, paragraph 4. Call listing office at (920) 261-6820 with questions.

PAYMENT INSTRUCTIONS

Winning bidder is contractually bound and will enter into Contract to Purchase immediately upon being declared successful bidder by the auctioneer. Upon the close of the sale the winning bidder will be forwarded a Contract to Purchase via email or fax. The signed copy must be returned to Unified Jones Auction & Realty before end of business or 5:00 P.M. (Central Time), Monday, October 30, 2017. The Contract to Purchase may be hand delivered, faxed, or scanned and emailed.

\$5,000 earnest money due upon acceptance of the Sales Contract. Bidding is not contingent upon financing. All financing arrangements must be made prior to the end of the bidding.

The successful bidder is required to pay \$5,000 as earnest money with a cashier's check, or approved personal check with Bank Letter of Guarantee submitted to our office. Upon accepted offer all earnest money becomes nonrefundable.

Seller: _____ Date: _____

Buyer: _____ Date: _____

Broker: _____ Date: _____