

## AUCTION TERMS AND CONDITIONS:

**Property: Parcel 1: 40860 State Hwy 32 Lynchburg MO 65543 LaCled County Parcel ID# 21300700000002000 (Home & +/- 20 acres)**

**Parcel 2: TBD State Hwy 32 Lynchburg MO 65543 LaCled County Parcel ID# TBD (+/- 20 acres, Land)**

This auction will be conducted by Bryant Auction Services, LLC ("Auctioneer") on behalf of one or more Sellers (each, a "Seller") of real property assets or notes secured by real property (each, a "Property", and collectively, the "Properties"). Each person who participates in any auction shall be deemed a "Bidder." As used herein, the terms "Auctioneer", "Seller" and "Bidder" shall also refer to the respective principals, agents, and affiliates of each. The Bidder that submits the highest bid and is acknowledged by Auctioneer in person, email or telephone as the winning bidder is the "Winning Bidder".

Auctioneer is acting as Auctioneer for Seller. By registering for the auction in person, through a representative, and additional methods including at bryantauction.com, Bidder acknowledges having read, agreed to and accepted these Auction terms and conditions. By placing a bid on a Property, Bidder shall be deemed to have accepted the terms and conditions. With respect to a particular property or bid, the terms and conditions posted at the time such bid was submitted shall govern and control over these Auction terms to the extent of any conflict.

### DISCLAIMERS; BIDDER REPRESENTATIONS

Auctioneer makes no representations or warranties as to the accuracy or completeness of any information contained on Auctioneer's site, any property page, or as otherwise made available by Auctioneer, Seller or Seller's broker. Online bidding is provided on an "as is, where is, as available" basis. No warranties, expressed or implied, including but not limited to, those of the merchantability or fitness for a particular purpose, are made with respect to Auctioneer's site, the online bidding platform or any other information or software therein (collectively, "website"), and the Auctioneer expressly disclaims any such warranties. Each Bidder agrees to use the website and services offered by Auctioneer at Bidder's own risk Auctioneer makes no representation or warranty relating to management of the purchase and sale process.

Auctioneer makes no representations or warranties of any kind or character whatsoever, whether express or implied, with respect to any property. Each Bidder hereby releases Auctioneer and its employees, officers, directors, representatives, attorneys, brokers and agents from any and all claims that any such Bidder may now have or hereafter acquire against Auctioneer or any of its representatives for any damage or injury resulting from or relating to any errors, omissions or other conditions affecting any property. This release includes claims of which Bidder is presently unaware or does not presently suspect to exist in Bidder's favor which, if known by Bidder, would materially affect Bidder's release of Auctioneer.

All information was gathered from sources deemed to be reliable and believed to be correct, however, this information is not guaranteed by the Seller, Auctioneer or their agents. All Bidders are urged to do their own due diligence and verify all information including improvements, sizes, condition, and contaminants, including but not limited to, sewer system, water/well, lead and lead paint, asbestos, mold, or other environmental issues. Surveys, easements, inspections, appraisals, zoning compliance, flood zones, permits, association compliance, dockage, ingress and egress, incomes, revenue, and leases are the responsibility of the Buyer. This property is being sold "AS IS, WHERE IS, with NO WARRANTIES", either express or implied and is not contingent on appraisal, financing, inspection, Seller concession, Buyer contingencies or any other contingency that would affect the sale of this property.

The selling of Parcel 2 will be contingent upon a successful sale of Parcel 1.

LaCled County, MO Recorder of Deeds and LaCled County, Mo GIS, will be the reference used to convey parcel size and location for the property. Verification of maps shown sale day is the responsibility of the Buyer; not guaranteed by Survey or legal record.

Financing should be arranged prior to the auction. This property not sold contingent on financing, appraisal, inspection or personal contingencies.

Auctioneer is an agent for the Seller in this transaction. All announcements day of sale take precedence over all previous printed material. Auctioneer reserves the right to reject any and all bids and will decide increments of bidding. Starting bid may not be the reserve bid required by the Seller. Sale of property does not allow for Bidder contingencies. This auction will be live and online.

Maps are for reference only, and are not guaranteed by survey or legal record. Bids are a legal commitment to purchase property.

### BIDDING AND BUYING

The Buyer will be required to provide at time of sale, Fifteen Thousand Dollars (\$15,000.00 US Dollars) down payment Per Parcel, which is nonrefundable in the form of certified funds (cashier's check), payable to themselves. This will become the down payment when the high bid is awarded and the certified funds are signed over to Auctioneer. The Bidder will then sign a standard Real Estate Purchase Agreement, map and terms with balance due in full at closing approximately 30 days from date of sale. Title Insurance will be available at the expense of the Buyer. All taxes will be prorated as of the closing date, and each party will pay their own reasonable and customary closing costs. Auctioneer and or Sellers are not responsible for online bidding platforms; the Buyer is responsible to place bids and to see they are acknowledged by Auctioneer. Auctioneer and their Clients are not responsible for weather related issues, equipment functions, websites and/or technology forums; all are used at Buyer's risk.

The only guarantee from the Seller is a clear and marketable title to the property. Deposit will be refunded only if Title Company determines property cannot convey with clear title, this is the only consideration or compensation from Seller, Auctioneer, or their agents to the Buyer if property does not convey.

Seller will choose Title Company. All bids are irrevocable. Any bid may be acknowledged by Auctioneer as the winning, even if such bid is below the "Reserve Price".

### BUYER'S PREMIUM AND TOTAL PRICE

The actual total purchase price ("Total Purchase Price") on the auction day (and at the closing) will be equal to the winning bid amount plus a buyer's premium ("Buyer's Premium") of Seven percent (7%) of the winning bid amount per property. The Total Purchase Price will not include other amounts payable by Winning Bidder during closing, such as closing fees, property taxes, or insurance, as set forth in the Purchase Documents.

Buyer's premium will be deducted from down payment

**PRE-AUCTION SALES**

For some Properties, pre-auction bids may be submitted at Auctioneer's Site or in person on a Pre-Bid form. All pre-auction sales shall be governed by these Auction Terms. Auctioneer may accept, or reject such bids and is Auctioneer's sole and absolute discretion.

If Litigation becomes necessary it will be heard in Camden County, Missouri Courts.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_