

Terms and Conditions

Thank you for participating in today's auction. This auction is conducted by Dockers & Associates with Knowlton Group Real Estate and Auction ("Knowlton Group") on behalf of the property owner ("Seller"). The property being auctioned ("Real Estate") is described in the Contract for Purchase and Sale, available for inspection.

1. **Agreement to Terms:** By registering or bidding at this auction, you ("Bidder") agree to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. **As-Is Sale:** The Real Estate is offered "as is, where is," with no contingencies for inspections and no warranties or representations from the Seller or Knowlton Group. Bidders must conduct their own due diligence and inspections prior to bidding.
3. **Warranties and Representations:** Any warranties or representations, if found to exist, are between the Seller and the Bidder. Knowlton Group is not responsible for their accuracy or for any descriptions of the Real Estate.
4. **Buyer's Premium:** A 10% buyer's premium or \$6,000.00 minimum (whichever is higher) will be added to the final bid to determine the total purchase price.
5. **No Financing Contingency:** The sale is not contingent upon the Bidder obtaining financing.
6. **Successful Bidder Requirements:** The successful bidder must immediately execute the Contract for Purchase and Sale and provide a non-refundable earnest money deposit in the form specified by Knowlton Group. The remaining balance is due in certified funds at closing, which must occur within 30 days of the auction or as otherwise agreed by the Seller and Bidder per auction terms.
7. **Auction Announcements:** Announcements made during the auction take precedence over any previous statements or printed material, including these Terms and Conditions.
8. **Bidder Acknowledgment:** By placing a bid, the Bidder acknowledges having read, understood, and agreed to these Terms and Conditions.
9. **Bidder Qualifications:** These Terms and Conditions protect the Seller's interests and do not create additional rights for the Bidder. Exceptions may be made at the discretion of the Seller or Knowlton Group.
10. **Irrevocable Offer:** A successful bid is an irrevocable offer to purchase the Real Estate. If the successful Bidder fails to execute the Contract for Purchase and Sale within 24 hours of the auction close, Sale may collectively constitute an enforceable agreement under the statute of frauds.

11. **Bidding Liability:** Bidders must ensure their bids are noticed by Knowlton Group. Knowlton Group is not liable for missed, unacknowledged, or erroneous bids, and Bidders waive any related claims.
12. **Promotional Use:** Bidder authorizes Knowlton Group to use auction information, including the sale price, for promotional purposes.
13. **Broker/Agent Participation:** Brokers/agents must pre-register with Knowlton Group by 5 p.m. on the business day before the auction using the Broker Registration Form available on Broker's website or by emailing tammy@knowltongroupks.com.
14. **Agent Role:** Knowlton Group acts solely as the Seller's agent, not the Bidder's. Knowlton Group is not a party to any contract between the Seller and Bidder and is not liable for any damages related to the auction or the Contract for Purchase and Sale.
15. **Premises Liability:** Neither the Seller nor Knowlton Group, including their employees and agents, are liable for any damage or injury occurring on the Real Estate. Visitors assume all risks.
16. **Bidding Increments:** Knowlton Group has the right to set bidding increments.
17. **Bid Rejection:** Knowlton Group may reject or disqualify any bid believed to be fraudulent, illegitimate, or in violation of these Terms and Conditions or applicable law.
18. **Independent Bidding:** Bidders represent they are bidding on their own behalf, not on behalf of the Seller.
19. **Non-Discrimination:** The Real Estate is offered for sale without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. **Binding Terms:** These Terms and Conditions bind the Bidder and their representatives, successors, and assigns.
21. **Severability:** If any provision is found invalid, the remaining provisions remain enforceable.
22. **Governing Law:** These Terms are governed by Kansas law. Exclusive jurisdiction for disputes lies in Sedgwick County District Court or the U.S. District Court in Wichita, Kansas.
23. **Account Security:** Bidders must provide accurate information when creating an online bidding account and maintain its security. Any compromise must be reported immediately to Knowlton Group.
24. **Online Bidding:** Bids placed online cannot be retracted. Knowlton Group is not liable for errors or issues with the online platform.
25. **Pre-Bidding:** Pre-bids are for convenience and are not considered active until the auction starts.

26. **Auction Extension:** Knowlton Group may extend the auction closing time due to issues with the online platform.
27. **Bidder Default:** If the successful Bidder fails to comply with their obligations, Knowlton Group may resell the Real Estate. The original Bidder remains liable for any resulting damages.
28. **Platform Use:** Bidders must not misuse the online platform or interfere with the auction or others' use of the platform.

