

## **AUCTION TERMS AND CONDITIONS**

This is an 8% Buyers Fee sale. The sale price is the high bid and the 8% buyer's fee is an expense to the buyer. Earnest money of **\$5,000** must accompany the Offer to Purchase.

Property sells As Is, Where Is, No Contingencies, No Exceptions. All auction terms and conditions apply and become part of any offer.

Closing within 30-45 days from the end of the sale.

Seller retains the right to accept, reject or counter any offer. Seller will not accept any offer with inspection contingency-all inspections must be done prior to bidding and prior to any written offers.

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

#### **Bidding Requirements Apply:**

A letter from your bank or financial institutions confirming you have sufficient funds available to close the deal is required to be on file at our Jones Auction & Realty, LLC office, 818 North Church St, Watertown, WI, prior to being approved to bid. Your bank letter must include the dollar amount of the bid permission you are requesting.

Your letter may be faxed to (920) 261-6830; emailed to [info@jonesauctionservice.com](mailto: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 Bidding opens Weds., Sept. 18, 2019 and closes Wednesday, October 23, 2019.  
Approval to bid at this real estate sale is subject to Jones Auction & Realty, LLC 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.  
Confirmation may be faxed to (920) 261-6830 or emailed to [info@jonesauctionservice.com](mailto: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 an 8% Buyers Fee sale. The sale price is the high bid and the 8% buyer's fee is an expense to the buyer. Earnest money of **\$5,000** must accompany the Offer to Purchase. Upon accepted offer, all earnest money becomes non-refundable. Property sells As Is, Where Is, No Contingencies or Exceptions. Closing 30-45 days from the end of the sale.
3. Bidding is not contingent on financing. 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. Possession shall be given at closing.
4. Winning bidder is contractually bound and will enter into a Contract to Purchase immediately upon being declared the accepted bidder by the auctioneer. Upon accepted bid the winning bidder will be forwarded via email a Contract to Purchase. A signed copy of the contract along with earnest money due must be sent to Jones Auction & Realty, LLC by **end of business or 5:00 P.M.** (CT) Wednesday, October 23, 2019. 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. 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.**
6. Jones Auction & Realty, LLC has been contracted as an agent of the seller to offer this property 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.
7. 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 Jones Auction & Realty, LLC, as an agent of the seller or the seller.
8. Under no circumstances shall bidder have any kind of claim against Jones Auction & Realty, LLC as an agent of the seller, seller, the online bidding platform, or anyone else if the internet service fails to work correctly, any computer interruptions, bidders failure to refresh your browser or use the Live Catalog option as the lot closes.
9. 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.

10. 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 bidding approval.
11. 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.
12. All information contained on any website description or any published advertising is believed to be true and correct to the best of our knowledge and ability but IS NOT GUARANTEED. Please contact us at (920) 261-6820 prior to bidding with questions.
13. Broker Participation is welcome. Participating brokers/agents must complete and return the required Broker/Agent Participation form found at [www.jonesauctionservice.com](http://www.jonesauctionservice.com) Completed form may be faxed to (920) 261-6830 or emailed to: [info@jonesauctionservice.com](mailto:info@jonesauctionservice.com). Jones Auction & Realty, LLC must receive the completed form at least 48 hours prior to the close of the auction for the participating broker/agent to be eligible to receive a commission. No commission will be paid if the bidder fails to close. There can be no exceptions to this procedure.
14. Auctioneer is licensed by the Wisconsin Department of Licensing & Regulation.
15. This property is offered for sale to qualified purchasers without regard to perspective purchasers race, color, sex, marital status, religion or national origin.

#### **PAYMENT INSTRUCTIONS**

Winning bidder is contractually bound and will enter into Contract to Purchase immediately upon being declared the accepted bid 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 along with the earnest money of **\$5,000** must be returned to Jones Auction & Realty, LLC before end of business or 5:00 P.M. (CT), Wednesday, October 23, 2019.

The Contract to Purchase may be hand delivered, faxed, or scanned and emailed and earnest money of **\$5,000** must accompany the Offer to Purchase. Earnest money may be paid with a credit card, we accept Visa and MasterCard with a 3% transaction fee added; wire transfer with a \$20 processing fee; or check if paying in person.

Bidding is not contingent upon financing. All financing arrangements must be made prior to the end of the bidding. Upon accepted offer all earnest money becomes nonrefundable.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Broker: \_\_\_\_\_ Date: \_\_\_\_\_