

Keller Williams Legacy Partners, Inc.
7070 Renner Rd FL 1, Shawnee, KS 66217
+1 913 825 2100
<https://kwlegacypartners.yourkwoffice.com>

Official Auctions, Inc.
7070 Renner Rd FL 1, Shawnee, KS 66217
+1 913 703 5150
<https://oaikc.com>

REAL ESTATE AUCTION TERMS AND CONDITIONS AGREEMENT

Property Address: 15 Parcels Sold in 2 Lots (see legal descriptions & title work) **Date of Auction:** 10-27-25 Closes @ 5pm CT.

Winning Bid: \$_____ Winning Bidder # : _____ Name: _____

1. By registering at today's auction and obtaining a bidder number, the prospective bidder acknowledges receipt of the Real Estate Auction Terms and Conditions Agreement for today's auction, confirms his/her understanding of said Terms and Conditions, and affirms by signature his/her agreement with and intention to comply by all Terms and Conditions below.
2. In order to obtain a bidder number, the prospective bidder must register and show positive photo identification prior to the beginning of the auction. Upon signing this Real Estate Auction Terms and Conditions Agreement, prospective bidder will be required to use the bidder number issued to him/her during auction and must show same bidder number when identifying themselves as the successful Bidder.
3. No transfer shall be recognized from one Buyer to another.
4. This is a privately owned and operated auction. We reserve the right to refuse admittance to any person(s).
5. The property will be sold for the highest qualifying bid. The winning registered bidder shall be the Buyer. In all cases of disputed bids, the property shall be resold; but, Auctioneer will use his/her judgment as to good faith of all claims and his/her decision is final.
6. Seller reserves the right to confirm any and all bids within 24 hours.
7. Should a dispute arise after the auction, Auctioneer records shall be conclusive in all respects.
8. If bidder is successful, Bidder/Buyer agrees to tender a non-refundable Down Payment (Earnest Money) in the form of cash, cashier's check or check with a

bank letter of credit guaranteeing funds, in the amount of \$10,000, which shall be deposited into Holden Abstract - Gentry County escrow account upon winning bid. Balance shall be due and payable at closing on or before 10-27-25 Closes CT at 5:00 pm. Time extensions may be granted on a case-by-case basis but may never be a condition of the bid, as contingent or conditional bids are not allowed.

9. Bidder to inspect property prior to auction. The Auctioneer makes no representation of any kind as to the accuracy or completeness of the parcel information provided in the notice of the auction. The Auctioneer makes no warranty, expressed or implied, including but not limited to suitability for any use. Interested parties are instructed to contact the local jurisdiction for specific requirements regarding use(s) allowed.
10. The property is being offered AS IS, WHERE IS, and IN ITS PRESENT CONDITION without representation, warranty or guarantee as to quality, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after bids have been awarded. Buyer agrees to accept the property in its present existing condition without warranty by the Seller or the Auctioneer AS IS with any and all faults. No warranties or guarantees are expressed or implied by the Auctioneer or Seller.
11. All sales are subject to existing easements, reservations, restrictions, zoning ordinances, building and use restrictions, matters that would be disclosed by an accurate survey, and such other encumbrances as may be disclosed by an examination of the public records and/or an inspection of the premises; rental or lease agreements as may exist.
12. Upon Auctioneer's acceptance of winning bid, the Buyer shall immediately enter into a Real Estate Sale Contract and execute the Title/Closing Agent instructions. Registered bidders shall receive a copy of the Real Estate Sale Contract and the Title/Closing Agent Information in their buyer's packet. Failure of successful Bidder to sign the documents described on day of auction shall result in immediate default, and immediate forfeiture of all down payments.
13. It is clearly understood and agreed by both the Buyer and Seller that the Auctioneer and Broker represent the Seller only.



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14. A 10% Buyer Premium will be added to the winning bid to determine the final Purchase Price.
15. Buyer agrees and understands that all costs of closing, recording, transfer taxes, transfer fees and taxes due (except real estate taxes due prior to the closing date, and title insurance issuance which will be paid by the Seller), and any other costs of the transaction will be paid by the Buyer.
16. Buyer agrees to pay any and all charges and expenses incurred by reasons of any breach of the Real Estate Auction Terms and Conditions Agreement or Real Estate Sale Contract or in case of default, including, without limitations, reasonable attorney fees, as well as any dollar deficiencies, which may result in the resale of the property, and the cost of re-marketing said property. Additional commissions shall be due and payable.
17. The above stated Real Estate Auction Terms and Conditions Agreement cannot be altered except in writing by all parties of the contract, or by verbal changes to terms given by Broker or Auctioneer at the time of Auction.
18. Bidder does hereby indemnify and hold harmless Auctioneer and Seller from any and all damages, claims or liabilities from injuries to person or property of any type whatsoever, caused during the auction.

I have read, understood, and agree to accept the above-listed Real Estate Auction Terms and Conditions Agreement.

Signed _____ Date _____ Bidder # _____
Please Print Name _____ Driver's License # _____
Address _____ City _____ State _____
Zip Code _____ Telephone # _____ Birth Date _____
Agent/Broker _____