



**130-134 N. Washington Ave | Wichita, KS 67202**

**AUCTION: BIDDING OPENS: Tues, July 28<sup>th</sup> @ 2:00 PM**  
**BIDDING CLOSING: Wed, August 5<sup>th</sup> @ 2:10 PM**

12041 E. 13th St. N. · Wichita, KS 67206  
316.867.3600 · 800.544.4489 · McCurdy.com



**McCurdy**  
REAL ESTATE & AUCTION



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**ALL FIELDS CUSTOMIZABLE**



**MLS #** 675375  
**Status** Active  
**Contingency Reason**  
**Property Type** Retail  
**Address** 130 N Washington  
**Address 2** 134  
**City** Wichita  
**State** KS  
**Zip** 67202  
**County** Sedgwick  
**Area** SCKMLS  
**Asking Price** \$0  
**Class** Commercial/Ind/Bus  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 0  
**Picture Count** 36



**GENERAL**

**List Agent - Agent Name and Phone** Braden McCurdy  
**List Office - Office Name and Phone** McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600  
**Building Size SqFt** 3,001 - 5,000  
**Number of Acres** 0.27  
**Zoning** Central Bus Dis  
**Parcel ID** 125-21-0-13-05-005.00  
**# of Stories** 1  
**Apx Gross Building SqFt** 3,000.00  
**Apx Net Rentable SqFt**  
**Apx Min Available SqFt** 3,000.00  
**Apx Max Contiguous SqFt** 3,000.00  
**Apx Vacant SqFt** 3,000.00  
**Land SqFt** 11,529.00  
**Present Use of Bldg** Bar  
**Bldg on Leased Land**  
**Invest Package Available** No  
**Year Built** 1955  
**Subdivision**  
**Legal** LOTS 1-2 EXC W 10 FT FOR ST. MCCARTY'S ADD.  
**Tax ID**

**Co-List Agent - Agent Name and Phone**  
**Co-List Office - Office Name and Phone**  
**Showing Phone** 1-888-874-0581  
**Realtor.com Y/N** Yes  
**Display on Public Websites** Yes  
**Display Address** Yes  
**VOW: Allow AVM** Yes  
**VOW: Allow 3rd Party Comm** Yes  
**Virtual Tour Y/N**

**DIRECTIONS**

**Directions** E. Douglas Ave & N. Washington Ave - North to Property.

**FEATURES**

**LOADING DOCK**

None

**RAIL**

None

**OVERHEAD DOORS**

None

**PARKING**

Parking Area  
Street Parking

**ROAD FRONTAGE**

City Arterial

**LOCATION**

Freestanding

**CONSTRUCTION**

Concrete-Block

**SIDEWALL HEIGHT**

11 Ft to 13 Ft

**ROOF**

Flat Roof

**UTILITIES AVAILABLE**

Gas  
Electric  
City Water  
City Sewer

**FLOORS**

Concrete Slab

**HEATING**

Electric  
Forced Air

**COOLING**

Central Air  
Electric

**TENANT PAID EXPENSES**

Electricity  
Janitorial  
Personal Property Tax  
Property Insurance  
Sewer  
Trash  
Water

**OWNER PAID EXPENSES**

Property Insurance  
Real Estate Taxes

**ELECTRICAL**

220 Volt  
Single Phase

**MISCELLANEOUS FEATURES**

Fencing  
Fire Alarm  
Security Systems

**PROPOSED FINANCING**

Other/See Remarks

**TERMS OF LEASE**

3 Years or Less

**DOCUMENTS ON FILE**

Ground Water Addendum

**OWNERSHIP**

Corporate

**SHOWING INSTRUCTIONS**

Call Showing #

**LOCKBOX**

None

**TYPE OF LISTING**

Excl Right w/o Reserve

**AGENT TYPE**

Sellers Agent

**FLOOD INSURANCE**

Unknown

**POSSESSION**

At Closing

**SPECIAL FEATURES/HANDICAP**

Other

**CEILING HEIGHT**

11-15 feet

**PRESENT USE**

Retail

## FINANCIAL

Assumable Y/N	No
With Financing	
General Property Taxes	\$7,715.33
General Tax Year	2025
Special Taxes	200.00
Special Tax Year	2025
Special Balance	200.00
Gross Income	\$57,207.96
Earnest \$ Deposited With	Security 1st Title

## PUBLIC REMARKS

**Public Remarks** Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, July 28th, 2026 at 2 PM (ct) | BIDDING CLOSING: Wednesday, August 5th, 2026 at 2:10 PM (ct). Bidding will remain open on this property until 90 seconds have passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! LOCATION, LOCATION, LOCATION! Don't miss this exceptional opportunity to purchase two Commercial Buildings (3,000± Sq. Ft & 1,100± Sq. Ft.) on a 0.27± acre lot in the heart of Old Town near downtown Wichita. Ideally situated on Washington Avenue between Douglas Avenue and 1st Street, this high-visibility property offers an investment opportunity with outstanding exposure and redevelopment potential. This property is leased for \$4,767.33 a month per the tenant. Zoned CBD Central Business District Approximate daily traffic count of 30,000 at the corner of Douglas and Washington Approximate daily traffic count of 20,000 at the corner of 1st Street and Washington Sidewalk frontage Off-street parking area Fenced front entrance/patio area Concrete flooring Large open interior space Kitchen area with sink 2 Restrooms 1,100 Sq. Ft. detached garage/warehouse Whether you're an investor, developer, or business owner, this centrally located commercial property offers outstanding potential in one of Wichita's most desirable business districts. Buyer's choice for earnest money: \$20,000 for a 30-day closing, \$30,000 for a 45-day closing \*Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount of \$20,000 for a 30 day close or \$30,000 for a 45 day close.

## AUCTION

Type of Auction Sale	Absolute	Method of Auction	Online Only
Auction Location	mccurdy.com	Auction Offering	Real Estate Only
Auction Date	7/28/2026	Auction Start Time	2:00 PM
Auction End Time	2:10 PM	Broker Registration Req	Yes
Broker Reg Deadline	8/4/2026 by 5:00 PM	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$		1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

## TERMS OF SALE

Terms of Sale

## ADDITIONAL PICTURES





**DISCLAIMER**

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2026 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

## TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Real Estate & Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; easements; covenants; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has had an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.
5. There will be a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
6. The Real Estate is not offered contingent upon financing or appraisal.
7. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.

8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
10. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
12. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the Real Estate assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
18. McCurdy reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
20. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full

responsibility for any use of their online bidding account. In the event that Bidder believes that their account has been compromised, Bidder must immediately inform McCurdy at [auctions@mccurdy.com](mailto:auctions@mccurdy.com).

21. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy nor any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
22. The ability to "pre-bid" or to place a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
23. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
24. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
29. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.



# WATER WELL INSPECTION REQUIREMENTS

Property Address: 130-134 N. Washington Ave. - Wichita, KS 67202

**Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.**

For properties within the *City of Wichita* the requirements are:

1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

**DOES THE PROPERTY HAVE A WELL?** YES \_\_\_\_\_ NO TT

If yes, what type? Irrigation \_\_\_\_\_ Drinking \_\_\_\_\_ Other \_\_\_\_\_

Location of Well: \_\_\_\_\_

**DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM?** YES \_\_\_\_\_ NO TT

If yes, what type? Septic \_\_\_\_\_ Lagoon \_\_\_\_\_

Location of Lagoon/Septic Access: \_\_\_\_\_

\_\_\_\_\_  
Owner/Seller 06/24/2026  
Date

\_\_\_\_\_  
Owner/Seller Date

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

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

Authentisign  
*Ted Timsah, Manager*

## GROUNDWATER / ENVIRONMENTAL ADDENDUM

1 THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is  
2 entered into effective on the last date set forth below.


3 Groundwater contamination has been detected in several areas in and around Sedgwick County.  
4 Licensees do not have any expertise in evaluating environmental conditions.

5 The parties are proposing the sale and purchase of certain property, commonly known as:  
6 130-134 N. Washington Ave. - Wichita, KS 67202


7 **The parties are advised to obtain expert advice in regard to any environmental concerns.**

### 8 **SELLER'S DISCLOSURE (please complete both a and b below)**

9 **(a)** Presence of groundwater contamination or other environmental concerns **(initial one):**

10  Seller has no knowledge of groundwater contamination or other environmental concerns;  
11 or  
12 \_\_\_\_\_ Known groundwater contamination or other environmental concerns are:  
13  
14

15 **(b)** Records and reports in possession of Seller **(initial one):**

16  Seller has no reports or records pertaining to groundwater contamination or other  
17 environmental concerns; or  
18 \_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to  
19 groundwater contamination or other environmental concerns (list document below):  
20  
21

### 22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

23 **(c)** \_\_\_\_\_ Buyer has received copies of all information, if any, listed above. **(initial)**

### 24 **CERTIFICATION**

25 Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and  
26 accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that  
27 Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

28  06/24/2026  
29 \_\_\_\_\_  
30 Seller Date

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

30 \_\_\_\_\_  
31 Seller Date

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

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# AVERAGE MONTHLY UTILITIES

## MISCELLANEOUS INFORMATION

Property Address: 130-134 N. Washington Ave. - Wichita, KS 67202 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider   Company	12 Month Avg
Electric:	<u>Evergy</u>	<u>Unknown</u>
Water & Sewer:	<u>City of Wichita</u>	<u>Unknown</u>
Gas   Propane:	<u>Kansas Gas</u>	<u>Unknown</u>

If propane, is tank owned or leased?      Owned      Leased

*If leased, please provide company name and monthly lease amount:*

\_\_\_\_\_

### Appliances that Transfer:

Refrigerator?	Yes	No <input checked="" type="radio"/>	Washer?	Yes	No <input checked="" type="radio"/>
Dishwasher?	Yes	No <input checked="" type="radio"/>	Dryer?	Yes	No <input checked="" type="radio"/>
Stove/Oven?	Yes	No <input checked="" type="radio"/>	Other?	_____	
Microwave?	Yes	No <input checked="" type="radio"/>	_____		

Homeowners Association:    Yes    No

Dues Amount: \_\_\_\_\_      Yearly      Monthly      Quarterly

Initiation Fee: \_\_\_\_\_

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.*

### First Lease Amendment

THIS LEASE AMENDMENT is made and entered into this 5th day of June 2026,

BY AND BETWEEN

[Redacted]  
hereinafter referred to as "Landlord"

and

[Redacted]  
hereinafter referred to as "Tenant"

WITNESSETH

WHEREAS, Landlord and Tenant did enter into a certain Lease Agreement dated 14<sup>th</sup> of April 2025, hereinafter referred to as the "Lease Agreement", for approximately 4,100 square feet of commercial space located at 130-134 N Washington, Wichita, Kansas,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree the Lease shall be amended as follows:

1. In section 2, Rent states \$1.19 sf NN which is an estimate only for 2025. Additional rent has been changed to \$968 a month for estimated 2026 expenses.
2. In section 2b, for Net Costs computation only, we will be removing the square feet of the garage since it does not have utilities, which will adjust the total square from 4,100 square feet to 3,000 square feet.
3. Landlord will repair and strip the parking lot within the next Sixty (60) days. Tenants will assume all other maintenance to the parking lot going forward not limited to all other exterior maintenance like landscaping, parking lot maintenance, and snow and ice removal.
4. AGENCY DISCLOSURE - LICENSEE REPRESENTS LESSOR (A) OMEGA MANAGEMENT GROUP, INC. is or will be acting as agent of the Lessor with the duty to represent the Lessor's interest; (B) the Licensee Jose Feliciano Jr., Omega Management Group, Inc. representing 16<sup>th</sup> Rock, LLC-DWF Enterprises, LLC-Brickell, LLC will not be the agent of the prospective Lessee; and (C) any information given to the Licensee will be disclosed to the Lessor.
5. Except as specifically provided herein, all other terms and conditions of the original Lease Agreement entered by Landlord and Tenant shall continue to be in full force and effect. No prior or contemporaneous agreements, oral or written, shall be of any force or effect, it being presumed that same have merged in this Lease Amendment

IN WITNESS WHEREOF, this Amendment to Lease Agreement is executed as of the day and date first above written.

Tenant:

Landlord:

[Redacted]  
[Redacted]  
By: [Redacted]

Date: 6/8/2026

[Redacted]  
By: [Redacted]

Date: [Redacted]  
[Handwritten Signature]

**LEASE AGREEMENT**

**THIS AGREEMENT**, is made and entered into the 14th day of April 2025,

**BY AND BETWEEN**

[Redacted]

hereinafter called "Landlord"

**AND**

[Redacted]

hereinafter called "Tenant"

whether said Landlord or said Tenant is one or more or an individual, partnership, corporation, or other,

**WITNESSETH:**

WHEREAS, Landlord is the owner of certain real property, together with the improvements thereon and appurtenances thereto, hereinafter described, and Tenant desire to rent said real property and the said improvements and appurtenances.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Landlord hereby lets and leases unto the Tenant the premises commonly known 130-134 N. Washington Wichita, KS. and covering one suite and garage space approximately 4,100 square feet, commencing upon full execution ("Lease Commencement Date"), with rent commencing date commencing **60 days after the date this lease is signed**. April 14, 2025 ("Lease Commencement") and expiring April 14, 2028 ("Lease Expiration"). Tenant will take possession of the space to the commencement of the lease on April 14, 2025.

Tenant shall use said leased premises for the purpose of club/bar but for no other use without Landlord's prior written consent. The leased premises are referred to herein as the "premises", "leased premises" or "leased property".

2. As base rent for said premises, Tenant shall pay to Landlord as follows:

<b>Term</b>	<b>Rent</b>
June 14, 2025 – April 14, 2028	\$3,799.33 (\$11.12sf) /mo. + \$ (\$1.19sf NN) <u>\$4,207.00/mo</u>
10% Increase	
Option 1: April 15, 2028 – April 15, 2031	\$4,178.58 (\$12.23sf) /mo. + \$ (\$1.19sf NN) <u>\$4,587.00/mo</u>

not NNN (NN)

Upon execution of this Agreement, Tenant shall deposit with the Landlord a Security Deposit in the amount of (\$3,800.00) and first and last-month's rent (\$7,600.00) plus NNN (\$1,221.00). Total amount due at signing shall be \$12,621.00. All monthly payments will be due on the 1st day of each succeeding month during the term of this lease. In the event the rent commencement date falls on a day other than the first day of a calendar month, the monthly rent shall be prorated for such partial month. If Tenant defaults with respect to any provision of this lease, including but not limited to the provisions relating to the payment of rent or other charges, Landlord may use, apply or retain all or any part of the security deposit for payment of any such rent or any other sum in default, or for the payments of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If Tenant shall fully and faithfully perform every provision of this lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant without interest at the expiration or termination of this lease.

- a. In the event any installment of Rent or any part thereof which is not made by the 10th day of each month during the term, Tenant shall pay to Landlord, along with such delinquent payment, a late payment fee equal to \$50.00.
- b. In addition to the base rent set forth in paragraph 2, Tenant agrees to pay Landlord, at the times and in the manner hereinafter provided, a prorata share of the Net Costs (Taxes and Insurance) paid or incurred by Tenant's prorata share of such Net Costs shall be that percentage factor computed by dividing the total completed square footage of the Leased Premises by the total completed square footage in the Shopping Center during the applicable period. **Tenant agrees the space is in "as is" condition.** Tenants' proportionate share of the Net Costs shall be determined on an annual basis for each twelve (12) month period ending on December 31<sup>st</sup>, prorating fractional years. Tenant's proportionate share of the annual Net Costs shall be estimated by Landlord, at the beginning of the term hereof, and at the beginning of each calendar year thereafter. A monthly rate is determined, and Tenant shall pay to Landlord such estimated charge in advance on the first day of each month throughout the term of this Lease. At the end of each calendar year Landlord shall determine the total Net Costs for such calendar year and furnish a copy of such computation in writing to Tenant. If the payments made by Tenant in such calendar year exceed cost computations rebate such excess to Landlord; if Tenant's prorata portion of the Net Costs exceeds the payments made in such calendar year by Tenant, Tenant shall pay the difference to Landlord.
- c. Landlord shall pay all real estate taxes and assessments, as well as all other taxes and charges, which may be levied against the leased property. Provided, Tenant shall pay all personal property taxes and other taxes and charges levied against its personal property as and when the same shall be due and payable. Tenant shall reimburse Landlord monthly as additional rent for its prorata share of real estate taxes.
- d. Landlord shall carry and pay for fire and extended insurance coverage covering the building improvements on said leased property in an amount not less than the replacement value. Tenant shall be solely responsible for and shall obtain and keep in full force and effect, a fire and extended coverage insurance policy covering Tenant's

leasehold improvements and Tenant's personal property located at the leased premises. Landlord's fire and extended coverage insurance shall not cover Tenant's leasehold improvements or Tenant's personal property. Tenant shall not allow any act or business on the leased premises that will make void or voidable any fire insurance now on or hereafter obtained on said premises or building. Tenant shall reimburse Landlord monthly as additional rent for its prorata share of insurance.

- e. Tenant shall secure and maintain public liability insurance under which the Landlord shall be named as an insured, properly protecting and indemnifying the Landlord in an amount not less than One Million and No/100 Dollars (\$1,000,000) for injury or damage to any one person (including death), not less than One Million and No/100 Dollars (\$1,000,000) for any one accident, and One Million and No/100 Dollars (\$1,000,000) for property damage; or a One Million and No/100 Dollars (\$1,000,000) combined single limit per occurrence. The Tenant shall furnish to the Landlord a certificate or certificates of such insurance.
  - f. Each party hereto hereby waives all claims for recovery from the other party for any losses or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject, however, to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance.
  - g. Tenant shall maintain and pay for all electric, heat, and all other utilities and janitorial services used by it in, on, or about the leased premises and shall place utilities in tenants' name.
  - h. Tenant shall keep and maintain the interior of said premises and all appurtenances thereto in good condition and repair at Tenant's sole expense such as but not limited to Plumbing, drains, Electric, Glass, and all interior and will return the same in good condition and repair at the termination of this lease or any renewal thereof, ordinary wear and tear excepted. Tenant shall be responsible for quarterly maintenance for the HVAC system. Tenant, at its sole cost and expenses, shall be responsible for maintenance and repairs. Should ceiling tiles be damaged due to roof leaks, Landlord agrees to replace tiles. Tenant shall reimburse Landlord, monthly as Additional Rent for its prorated share of Common Area Maintenance.
  - i. Landlord agrees that so long as Tenant is not in default under the covenants and agreements of this lease, but subject in all respects to the terms and conditions of this lease, Tenant's quiet and peaceable enjoyment of the leased premises shall not be disturbed or interfered with by Landlord or by any person claiming by, though, or under Landlord.
3. In the event of damage to said building or premises by casualty or otherwise, Landlord shall not be liable for any damage to Tenant's merchandise or property.
4. Tenant shall at all times during the term of this lease indemnify, pay for, protect, defend

and save harmless the Landlord from and against any and all claims, costs, charges, liabilities, or attorneys' fees arising from damage or injury, actual or claimed, of whatsoever kind or character, to persons or property, occurring in, on, or about the leased premises unless arising solely from Landlord's negligence or willful misconduct.

5. All additions, alterations, changes, improvements, and repairs made by the Tenant will be completed in a workmanlike manner and in accordance with all building laws and ordinances and other valid regulations, ordinances and laws then in force relating thereto; and all such additions, alterations, changes, improvements, and repairs made by the Tenant in and to the premises hereby leased shall, when made, become a part of the leased premises and upon the termination of this lease shall remain with and be surrendered except as hereinafter stated in respect to trade fixtures.

Tenant is hereby granted permission to affix such signs, displays, and advertising material upon the exterior walls of the building as Tenant shall desire; provided, however, said Tenant shall not paint such signs, displays, and advertising material upon the face of the present premises; and provided, further, that all such signs, displays, and advertising material affixed to such building shall be done in accordance with the laws and ordinances of the City, County, and State; and in removing such signs, displays, and advertising material Tenant shall repair in a good and workmanlike manner any damage caused by the affixing of such signs, displays, and advertising material or the removal thereof.

6. Tenant shall not do or suffer anything to be done whereby the leased premises or any part thereof may be encumbered by a mechanic's or similar lien and if, whenever and as often as any mechanic's or similar lien is filed against the leased premises or any part thereof purporting to be for or on account of any labor, material or services furnished in connection with any work in or about the leased premises done by, for or under the authority of the Tenant or anyone claiming by, through or under the Tenant, the Tenant shall secure the discharge thereof within thirty (30) days after the date of filing; provided, however, that the Tenant shall have the right to contest any such mechanic's or other lien filed against the leased premises or any part thereof if within such thirty (30) day period it notifies the Landlord of its intention so to do, diligently prosecutes any such contest, at all times effectually prevents any official or judicial sale of the leased premises under execution or otherwise, pays or otherwise satisfies any final judgment rendered on said contested lien claim and thereafter promptly procures record satisfaction or release thereof.
7. If said building shall become damaged during the term of the lease, by reason of fire or other casualty, so damaged that the Landlord shall decline to recondition, either temporarily or permanently, then the term shall cease, and the accrued rent shall be paid up to the time of the fire or other casualty with no further obligation of either party hereunder to recognize this lease if the building be later rebuilt. In the event, however, Landlord shall decide to rebuild, recondition, or repair said building immediately, the rent during the restoration period shall abate in proportion to the damage sustained to the leased premises.
8. Landlord and its agents shall have the right to enter upon leased premises at all reasonable

times during the term hereof (i) upon twenty-four (24) hours prior notice to Tenant for the purpose of examining and inspecting the same or (ii) immediately in the event of an emergency.

9. Provided that Tenant is not in default of its obligation under this lease, Tenant shall have the right assign this lease or sublease said leased premises during the term of Tenant's lease term, with consent of Landlord, such consent to not be unreasonably withheld. Regardless of whether Landlord's consent is given hereunder, no subletting or assignment shall release Tenant of Tenant's obligation hereunder or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignments or subletting of this lease or amendments or modifications hereto with assignees of Tenant without notifying Tenant or any successor of Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant of liability under this lease.
  
10. In the event of the failure of the Tenant to pay rent by the 15<sup>th</sup> day of each month or if the Tenant shall fail to comply with or perform any of the other terms, covenants, or conditions of this lease for a period of fifteen (15) days after notice by the Landlord (or such longer period of time as is reasonably necessary to effect such cure, provided that Tenant has promptly commenced such remedy and is diligently pursuing such cure, but in no event shall such additional period of time exceed forty-five (45) days, or if Tenant shall abandon or vacate the leased premises or any part thereof before the end of said term, or if the Tenant shall be adjudicated bankrupt or insolvent according to law or shall make an assignment for the benefit of creditors, or in the event of an involuntary assignment or attachment of or levy on Tenant's interest herein, or if Tenant or the business of the Tenant shall be placed in the hands of a receiver or trustee appointed by the court or otherwise, then and in any of said cases the Landlord may lawfully enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of the former estate of the Landlord and expel the Tenant and those claiming under and through it and remove their effects, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants; and upon entry as aforesaid this lease shall terminate, and the Tenant covenants that in case of such termination Tenant will indemnify the Landlord against all loss of rent which the Landlord may incur by reason of such termination, during the residue of the term above specified. Provided, Landlord's exercise of this right shall not waive or release Landlord from its obligation to make a commercially reasonable attempt to re-lease the leased premises and mitigate Tenant's loss hereunder.

Any failure or neglect by the Landlord at any time to declare forfeiture of this lease or any breach or default thereof or thereunder shall not be taken or considered as a waiver of the right to thereafter declare a forfeiture for other or like or succeeding default or breach.

11. Landlord represents and warrants that it is the owner of the premises, that no tenancy or license is in effect that would conflict with the rights granted to Tenant under this lease and that Landlord has full right and authority to lease the same to the Tenant for the term herein set out.
12. Tenant may, provided it is not in default in the performance of any of its obligations hereunder, remove from the leased premises at the termination of this lease any and all furniture and trade fixtures it may have installed in or placed upon the leased premises provided, however, that Tenant shall make all necessary repairs to the premises occasioned by such removal.
13. Tenant shall furnish Landlord, within ten (10) business days after Landlord's request therefor, its most recent financial statement of Tenant and Guarantor. Unless requested by any current or proposed lender, investor or purchaser of Landlord or the Building, such financial statement(s) shall not be required to be furnished more than once each calendar year. If Tenant is a publicly traded company and tenant's financial information is publicly available, Tenant shall not be obligated to deliver annual financial statement(s).
14. This lease, or any renewals thereof, may be terminated by the Landlord by giving to the Tenant ninety (90) days written notice of intention to terminate the same in the event of the taking of said premises or any part thereof under eminent domain proceedings or other lawful taking; and in such event Tenant shall give up said premises at the expiration of said ninety (90) days. Tenant shall not have any claim for remuneration of any kind or nature from Landlord arising out of such termination, and hereby releases and discharges Landlord and any proceeds of such condemnation payable to Landlord; however, Tenant reserves the right to any claim against any condemning authority arising out of the termination of Tenant's leasehold estate, including, but not limited to, any fixtures and improvements Tenant may have installed in or made on the demised premises.

Tenant further reserves the right to occupy said premises until the entry of a final award by the condemning authority.

15. All notices required or desired to be given hereunder shall be deemed duly served for all purposes by mailing a copy thereof certified or registered mail, postage prepaid, addressed to Landlord, [REDACTED] at [REDACTED], or at such other place or places as Landlord may designate in writing, or, as the case may be, to Tenant at 130-134 N. Washington Wichita, KS. or at such other place or places as Tenant may from time to time designate in writing.
16. The rentals herein provided shall be paid to [REDACTED], or at such other place or places as Landlord from time to time may designate in writing.
17. Americans With Disabilities Act prohibits discrimination on the basis of disability in places of public accommodation and in commercial facilities, has certain compliance requirements that the subject property may have to meet. It is recommended that the Landlord and/or Tenant obtain counsel as to such compliance of the subject property under the guidelines of the ADA.

18. Environmental Compliance.

- a. Landlord states that Landlord hereby gives or has given to Tenant (and to Broker) any and all information Landlord has personally, or Landlord has received from State or Local governmental units and/or from EPA or from any private individual or entity concerning the premises' compliance with Federal, State and Municipal environmental regulations, laws or ordinances.
  - b. Tenant may conduct an Environmental Site Assessment at Tenant's expense prior to taking occupancy of the premises. In the event Tenant does take occupancy of the premises, Tenant shall be deemed to accept the premises in their then condition without regard to any findings which an Environmental Site Assessment might disclose.
  - c. Tenant covenants that Tenant will not cause or permit the premises to contravene any applicable environmental or hazardous material statute, ordinance, or regulation during the lease term or any renewal or holding-over period.
19. The covenants and agreements herein contained shall run with the property and premises hereby leased and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
20. As to any and all mortgages or lien now existing upon or that may be hereafter placed upon the leased premises and to all subsequent renewals, modifications, consolidations, replacements or extensions thereof, the lien of any such mortgage or lien shall be superior to all rights hereby or hereunder vested in Tenant, to the full extent of all sums secured thereby, and Tenant agrees to execute any subordination documents provided by Landlord's lender with respect thereto. Landlord covenants and agrees to use commercially reasonable efforts to secure from its lender holding a mortgage, lien, encumbrance or deed of trust now or hereafter encumbering a non-disturbance agreement, on such lender's standard form, which will provide, in part, that in the event of foreclosure or similar proceeding, Tenant shall remain undisturbed under this lease so long as Tenant complies with all of the terms, obligations and conditions hereunder.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

By:   
Printed Name & Title:   
Date: 4-14-25

[REDACTED]  
[REDACTED]  
"Landlord" [REDACTED]

By: [REDACTED]

Printed Name & Title [REDACTED]

Date: 4/14/25

**GUARANTY**

In order to induce Property entity a Kansas corporation, its successors and assigns, [REDACTED] to enter into that certain Lease Agreement dated 04/14/2025 (the "Lease") between Landlord and Abel Rodriguez (Tenant), and in consideration of the benefits inuring to the undersigned (the "Guarantor") under said Lease, the receipt and sufficiency of which are represented by the Guarantor to Landlord to be sufficient and adequate the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rental as provided therein. This Guaranty shall remain in full force throughout the original lease term and any renewals thereof and any extension or renewal hereinafter agreed upon by Tenant and Landlord.

Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement, or variation of terms which may be extended to Tenant by Landlord, or agreed upon by Landlord or Tenant, and shall not be affected by any assignment or sublease by Tenant of its interest in the Lease, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of Tenant or by action of Landlord, including but not limited to any assignment, pledge, conveyance or transfer of the Lease. Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments, or other covenants respecting the Lease as they may deem appropriate and Guarantor shall not be released thereby, but shall continue to be fully liable for the performance of all obligations and duties of Tenant under the Lease as so modified, extended or amended.

Guarantor further agrees: (i) to indemnify, defend and hold Landlord harmless from and against any claims, damages, expenses or losses, including to the extent permitted by law, the reasonable fees of an attorney, resulting from or arising out of any breach of the Lease or any term of the Lease by Tenant or by reason of Tenant's failure to perform any of its obligations thereunder; and (ii) to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney, incurred by Landlord in enforcing this Guaranty or the Lease. The Guarantor acknowledges that Landlord will or may assign its rights under the Lease to anyone as security for a loan to be made by such institutional investor to Landlord or for any

other reason, and as long as any indebtedness of Landlord shall be outstanding and/or one such assignment of the Lease shall exist, such lender or any assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto. This Guaranty may not be modified or amended without the prior written consent of such assignee of Landlord's interest in the Lease and any attempted modification or amendment without such consent shall be void. This Guaranty shall be binding upon Guarantor, his heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. This Guaranty shall be governed by and construed and enforced in accordance with the laws of the State of Kansas. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

IN WITNESS WHEREOF, Guarantor has caused this instrument to be executed this 14th day of April, 2025.

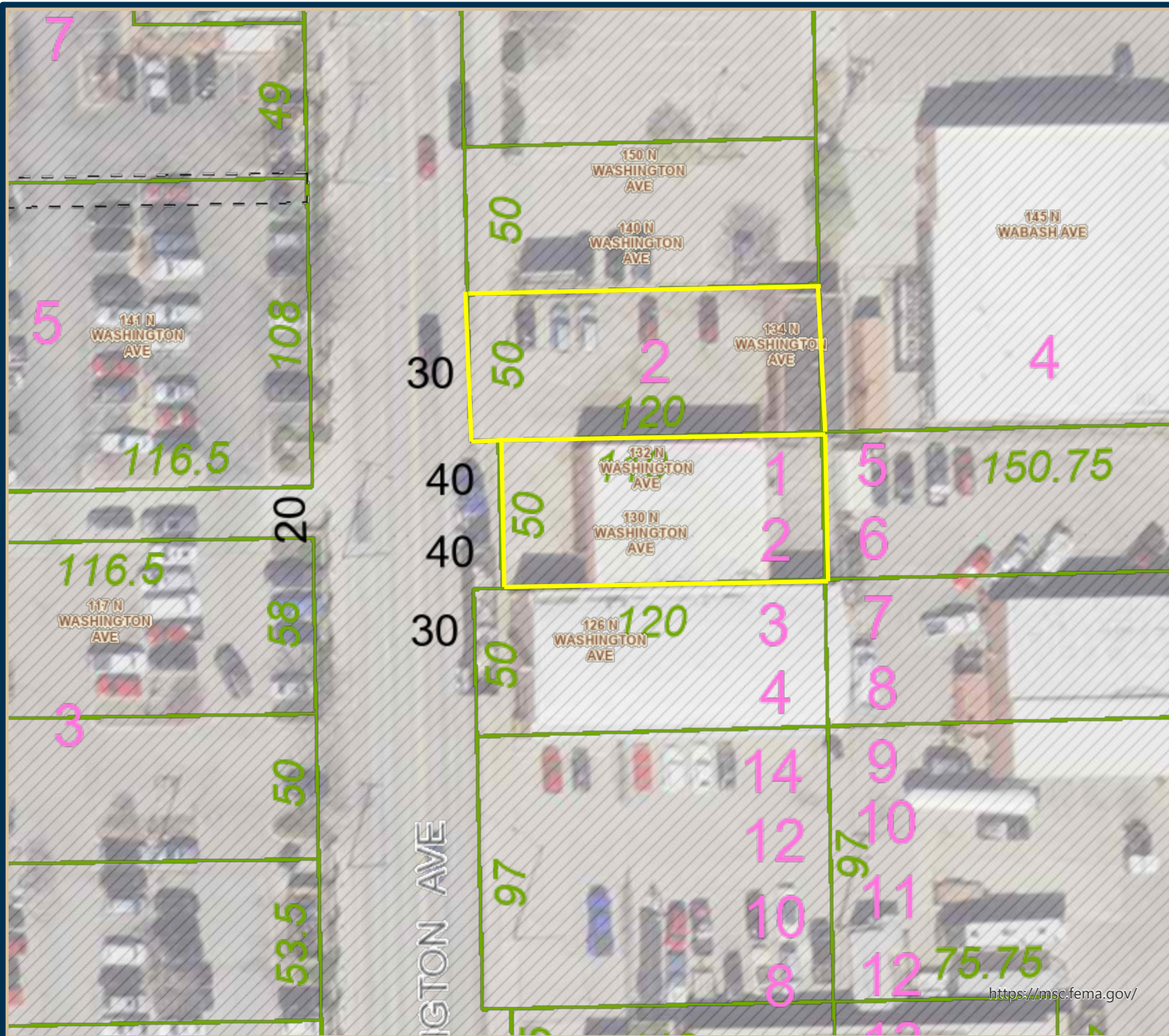
GUARANTOR:

A black rectangular redaction box covering the signature of the Guarantor. There are some faint handwritten marks above the box.

LESSEE:

A black rectangular redaction box covering the signature of the Lessee.





Sedgwick County, Kansas



Legend

Flood Plain

(X) 0.2 Pct Annual Chance  
 0.2 PCT Annual Chance Flood Hazard

A

A

AE

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

AO

X - Area of Special Consideration

X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X

X, AREA NOT INCLUDED

X,

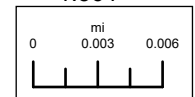
X,

X,

Area Not Included

Area Not Included

1:564



Date: 6/9/2026

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.



130-134 N. Washington Ave., Wichita, KS 67202 - Aerial Map

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

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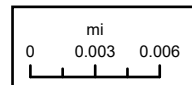
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Date: 6/9/2026

Sedgwick County, Kansas



1:564





This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 564





## Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

**Types of Brokerage Relationships:** A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

**Seller's Agent:** The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

**Buyer's Agent:** The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

**A Transaction Broker** is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

**An Agent**, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

**The transaction broker** is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

**Agents and Transaction Brokers** have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

**General Information:** Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Real estate company name approved by the commission

\_\_\_\_\_  
Supervising/branch broker

\_\_\_\_\_  
Buyer/Seller Acknowledgement (not required)

# GUIDE TO AUCTION COSTS

## WHAT TO EXPECT

### THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission *(If Applicable)*
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents *(If Applicable)*

### THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium *(If Applicable)*
- Document Preparation *(If Applicable)*
- Notary Fees *(If Applicable)*
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee *(If Applicable)*
- All New Loan Charges *(If Obtaining Financing)*
- Lender's Title Policy Premiums *(If Obtaining Financing)*
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. *(If Applicable)*

