

## **Auction Terms and Conditions**

This summary highlights the essential terms and conditions of the auction conducted by Rivers West Auction, LLC. For a complete overview, please refer to the full documents available on our website.

### **Conduct of Auction:**

The auction is governed by the published bidder terms and conditions, additional terms and conditions announced by the Auctioneer, and applicable law.

### **Registration Requirements:**

All bidders must register, providing valid ID, contact information, and proof of funds to cover the earnest money of \$15,000, payable the following business day.

### **Absentee Bids (Section #8):**

Absentee bids are permitted according to Auctioneer policies. The Auctioneer has discretion in accepting and executing absentee bids.

### **Buyer's Premium (Section #9):**

A non-refundable buyer's premium of 6% will be added to the highest bid (Hammer Price) to determine the total purchase price.

**Property Sold "AS IS" (Section #17):** The property is sold in its current condition without any warranties or guarantees. All bidders are encouraged to inspect the property prior to bidding.

### **Purchase Agreement:**

Upon successful bidding, the buyer must immediately execute the Purchase Agreement as provided (available for review separately).

### **Earnest Money Deposit (Section #24):**

The successful bidder must deposit \$15,000 as earnest money, payable within one business day after executing the Purchase Agreement.

### **No Contingencies (Section #25):**

There are no contingencies permitted regarding financing, inspections, or appraisals. Earnest money will be forfeited if the purchase is not completed.

### **Closing (Section #26):**

Closing will occur within 45 days after the auction at Flying S Title and Escrow - Missoula, MT.

### **Breach and Remedies (Section #35.2):**

If the buyer breaches the agreement, earnest money will be forfeited, and the buyer may incur additional costs related to the resale of the property.

### **Stop Payment and Chargebacks (Section #42):**

Issuing stop payments or initiating credit card chargebacks related to auction purchases is strictly prohibited.

### **Indemnification (Section #44):**

The buyer agrees to indemnify and hold harmless Rivers West Auction and the seller from any claims related to the auction or the property.

### **Private Sales (Section #45):**

If a private sale of the property occurs within 365 days following the auction, Between out Seller and Signed buyer the Auctioneer is entitled to commissions and fees.

For detailed terms, conditions, and specific legal obligations, please consult the complete documents provided on our website.

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Bidder Name

Bidder Signature