## **Real Estate Auction Addendum**

## **Terms & Conditions**

Agency: Prime Realty Mondovi, LLC and its representatives are agents of the Seller. Scott Werlein is a Wisconsin Licensed Real Broker and member of the Realtors Association of Northwestern Wisconsin.

Buyer's Agency: Not Allowed.

Buyer's Premium: There will be a buyer's fee (see the note at the top of the bidding page for the buyer's premium % for this online auction). Example of how a buyer's fee works: If the buyer's fee is 10% then 10% will be added to the bid price to arrive at final purchase price. Example: Bid Price \$100,000 plus \$10,000 (10% buyer's fee) equals purchase price of \$110,000. If the buyer's fee is a different amount, use that percentage in place of 10%.

Each property is offered under the specific terms provided in the purchase contract. Please read and review the contract thoroughly prior to bidding on any property. This online only auction is a cash transaction which is not contingent upon or subject to financing, appraisal, survey or inspections of any kind, as agreed to by bidders at registration prior to bidding and specified in the attached Contract for Sale of Real Property.

Acceptance of Bid Prices: Successful bidder(s) will be required to enter into a purchase agreement immediately following the close of the auction. Unless the auction is noted as "SELLING ABSOLUTE", the seller has the right to accept or reject the final bid. Bidder(s) will also sign an agency disclosure as well as a property condition report and lead based paint disclosure which all buyers will waive the right for an inspection post sale. Successful bidders not executing and returning contracts with earnest money deposit within 24 hours will be considered in default. Any and all inspections that a buyer may want must be done at buyer's expense prior to auction. This includes the 10 day inspection period for lead based paint in single family homes built prior to 1978.

Evidence of Title: Seller shall provide an owner's title insurance policy in the amount of the purchase price purchased from the title company conducting the closing.

Earnest Money: Successful bidders(s) will deposit \$5,000 down payment into the Title Company's Trust account at the time of signing the purchase agreement. The balance of the purchase price is due at closing.

Deed: Seller shall provide a warranty deed.

Possession: Possession at closing. No exceptions.

Real Estate Taxes: All taxes will be prorated to day of closing using previous year's tax amount.

Easements: Subject to any and all easement of record.

Zoning: This property is subject to all state and local zoning ordinances.

Acreage: Parcel dimensions and acreages are based on legal descriptions.

## **Real Estate Auction Addendum**

Bidder Verification: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Bid-2-Buy.com will reject the registration, and bidding activity will be terminated. The seller and selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. Bidders agree to keep their username and password confidential as they are responsible for ANY and ALL activity involving their account. When using the web site you must obey any and all local state and federal laws. Violations will result in termination of web site use privileges.

NEW DATA, CORRECTIONS AND CHANGES: Please review prior to scheduled auction time to be aware of any changes, corrections, or additions to the property information.

Disclaimer & Absence of Warranties: All information in regards to this auction are subject to the terms and conditions outlined in the purchase agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation either expressed or implied, concerning the property is made by the seller or the auction company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the seller or the auction company. Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. All decisions of the auction company are final. Any dispute between auctioneers and buyers will be dealt with through arbitration in Buffalo County, Wisconsin. By bidding on the property at auction, buyer agrees to all terms and conditions set forth as well as those set at beginning of the auction.

Each buyer is responsible to conduct their own due diligence on the property before bidding.

Property Address or Description:	
-	
-	
Seller's Signature:	Date:
Seller's Signature:	Date:
Buyer's Signature:	Date:
Buyer's Signature:	Date: