

# **Real Estate Auction Terms and Conditions**

All advertising information and other materials related to this transaction are subject to the terms and conditions outlined in the Offer to Purchase agreement. ANNOUNCEMENTS MADE BY PICKETT AUCTION SERVICE AND OR REALTOR DURING THE TIME OF THE AUCTION WILL TAKE PRECEDENCE OVER ANY AND ALL PREVIOUSLY PRINTED MATERIAL, OR ANY OTHER ORAL STATEMENTS MADE. Unless specifically expressed as to warranties the property is being sold on an "AS IS" basis, and no warranty or representation, either expressed or implied concerning the property is made by the Realtor or Pickett Auction Service. Each potential bidder is responsible for conducting their own independent inspections, investigation, inquiries, due diligence, tests, surveys and other studies concerning the property, prior to the auction. All advertising information is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller, Pickett Auction Service or Realtor. All sketches and dimensions of the property are approximate. Except for any express warranties set forth in the sale documents, purchaser accepts the property "AS IS" and purchaser assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Seller, Auction Company and Realtor make no warranty or representations, express or implied or arising by operation of the law, including any warranty of merchantability of fitness for a particular purpose of the property, or any part thereof, and in no event shall Seller, Pickett Auction Service or the Realtor be liable for any consequential damages. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller, Auction Company and Realtor reserve the right to preclude any person's credentials, fitness, etc. All decisions of the Auctioneer are final. Any announcements made the day of the auction take precedence over all printed material or any other oral statements made. Sale will be subject to 24 hour bank approval. At the conclusion of the auction the successful bidder will enter into a Purchase and Sale Agreement and make a \$5,000 Non-refundable earnest money deposit. Have your financing arranged prior to the auction. **Closing must take place on or before September 14, 2009.** Owner will provide clear title and pay for Standard Owners title insurance to the Buyer. Escrow closing costs will be split 50-50 between Buyer and Seller. All pro-rations will be made on closing day. A 10% buyer's premium will be charged.

**Property: 4945 Elmore Road. Fruitland, ID 83619**

**Buyers Signature** \_\_\_\_\_ **Date** \_\_\_\_\_