

REMOTE BIDDING INFORMATION

AUCTIONEER RESERVES THE RIGHT TO UPDATE THIS INFORMATIONAL DOCUMENT PRIOR TO THE AUCTION. PLEASE CHECK THIS DOCUMENT REGULARLY FOR UPDATES AND IMMEDIATELY PRIOR TO THE AUCTION.

Bottles Real Estate Auctions, LLC (“Auctioneer”) as a representative of the Idaho Department of Lands (“IDL”), intends to offer a remote bidding option as a means of participating in the IDL 2023 VAFO (Voluntary Auction for Ownership) / ULA (Unleased Auction) Cottage Site Auction (the “Auction”). Please call or email Emily Mueller emily@markbottles.com (208)-866-2405 and/or Jacob Bottles jacob@bottlesauctions.com with all questions regarding participating in the Auction as a remote bidder.

I. Registering as a Remote Bidder

All persons, including Lessees¹, wishing to bid remotely must be approved by Auctioneer as a qualified remote bidder and shall complete the following **No later than Friday August 18th** prior to the Auction:

1. Complete and deliver the Remote Bidder Registration Form, Auction Terms and Conditions, Escrow Instructions for Holding Bid Deposits², and other necessary auction documents (all of which will be available for review on Auctioneer’s website www.bottlesauctions.com) to Auctioneer at emily@markbottles.com
2. Deposit with Escrow Agent (Attn: Tami DeJournett, First American Title Company) the Bid Deposit, fees, and other required deposits to be paid by a Successful Bidder on Auction day as set forth in the Auction Terms and Conditions.³

Upon review and acceptance of the above-mentioned documents and deposits, Auctioneer will send the Remote Bidder notice that they are eligible to participate remotely in the Auction and send them a private Zoom link to enable them to participate as a remote bidder.

II. Remote Bidding Disclaimer

Due to the complexity of electronics, internet connections, and services, remote bidding via Zoom creates inherent risk that remote bidder’s bid may not be received or registered with Auctioneer. Those risks include but are not limited to the following:

- Zoom is a third-party platform that is not controlled by IDL or Auctioneer. Zoom may or may not function correctly the day of the Auction.
- Auctioneer’s internet service may not function properly the day of the Auction.
- A remote bidder’s internet service may not function properly the day of the Auction.

In the event of a malfunction of the Zoom platform, Auctioneer’s internet or computer malfunction, or a remote bidder’s internet or computer malfunction, IDL and Auctioneer may not receive a bid placed

¹ VAFO Lessees wishing to bid online must also complete this steps no later than 4 days prior to the Auction

² Lessees do not need to make any bid or fee deposits with Escrow Agent.

³ Lessees do not need to fill out Escrow Instructions.

online and/or may choose to proceed with the Auction without accepting additional online bids. By proceeding to participate in the Auction remotely via Zoom, each remote bidder recognizes these risks. Neither IDL nor Auctioneer make any representation or warranty, express or implied, as to the functioning of Zoom or whether Auctioneer will receive a remote bidder's bid the day of the Auction. All such risk is assumed by the remote bidder.

REMOTE BIDDER REGISTRATION AGREEMENT

Bottles Real Estate Auctions, LLC (“Auctioneer”) as a representative of the Idaho Department of Lands (“IDL”) intends to offer a remote bidding option via Zoom as a means of participating in the Auction to be held August 26, 2023, for the auction of Endowment Land.

By executing this Remote Bidder Agreement (this “Agreement”) and registering to bid in the Auction as a remote bidder (“Remote Bidder”), the undersigned Remote Bidder acknowledges and agrees to the following:

1. **No later than August 18, 2022, at 5:00 PM PT** (the “Online Registration Deadline”), Remote Bidder shall complete (1) this Agreement, (2) the Auction Terms and Conditions and the (3) Escrow Instruction for Holding Bid Deposits and submit the same via electronic mail to Auctioneer at emily@markbottles.com.
2. No later than the Online Registration Deadline, Remote Bidder shall deposit the Bid Deposit, fees, and value of Improvements (if any, which Improvements are also referred to in the auction documents as “Personal Property”) to First American Title Insurance Company Attn: Tami DeJournett-Albert in accordance with the Auction Terms and Conditions and the Escrow Instructions for Holding Bid Deposits.
3. This Agreement shall not be deemed complete, and Remote Bidder will not be deemed to have officially registered for the Auction until Auctioneer has accepted the same by signing below and delivering the fully executed Agreement to Remote Bidder.
4. If the undersigned Remote Bidder is the successful bidder at Auction, Remote Bidder shall be available for a period of two (2) hours after the close of the Auction to participate in a remote video conference call with Auctioneer to sign the Purchase Sale Agreement and all other required instruments. If the Remote Bidder shall fail at the close of the Auction to be available for the video conference call with Auctioneer and/or fails to sign all instruments required to be executed, the Remote Bidder shall forfeit all deposits made pursuant to the Escrow Instructions for Holding Bid Deposits and the Endowment Land may immediately be offered or re-offered for auction on the same day.
5. **DISCLAIMER. DUE TO THE COMPLEXITY OF ELECTORNICS, INTERNET CONNECTIONS AND SERVICES, REMOTE BIDDING VIA ZOOM CREATES INHERENT RISK THAT REMOTE BIDDER’S BID MAY NOT BE RECEIVED OR REGISTERED WITH OR BY AUCTIONEER. THOSE RISKS INCLUDE BUT ARE NOT LIMITED TO: (I) ZOOM IS A THIRD-PARTY PLATFORM THAT IS NOT CONTROLLED BY IDL OR AUCTIONEER, ZOOM MAY OR MAY NOT FUNCTION CORRECTLY THE DAY OF THE AUCTION; (II) AUCTIONEER’S INTERNET SERVICE MAY NOT FUNCTION PROPERTLY THE DAY OF THE AUCTION; (III) A REMOTE BIDDER’S INTERNET SERVICE MAY NOT FUNCTION PROPERTLY THE DAY OF THE AUCTION. IN THE EVENT OF A MALFUNCTION OF THE ZOOM PLATFORM, AUCTIONEER’S INTERNET OR COMPUTER MALFUNCTION, OR A REMOTE BIDDER’S INTERNET OR COMPUTER MALFUNCTION, IDL AND AUCTIONEER MAY NOT RECEIVE A BID PLACED ONLINE AND/OR MAY CHOOSE TO PROCEED WITH THE AUCTION WITHOUT ACCEPTING ADDITIONAL ONLINE BIDS. BY PROCEEDING TO PARTICIPATE IN THE AUCTION REMOTELY VIA ZOOM, EACH REMOTE BIDDER RECOGNIZES THESE RISKS. NEITHER IDL NOR AUCTIONEER MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE FUNCTIONING OF ZOOM OR WHETHER AUCTIONEER WILL RECEIVE A REMOTE BIDDER’S BID THE DAY OF THE AUCTION. ALL SUCH RISK IS ASSUMED BY THE REMOTE BIDDER.**

7. Notwithstanding anything herein to the contrary, the deadlines set forth herein is for the sole benefit of IDL and may be waived and extended by IDL in its sole discretion.

The Undersigned Hereby Acknowledges Reading and Accepting the Above Terms & Conditions.

REMOTE BIDDER:

Signature: _____ **Date:** _____

Print Name of above signed: _____

If Bidder is an **ENTITY**, please also complete the Following:

Name of Entity & Entity Type
(i.e. LLC, Inc): _____

Representative Capacity of Above signed (i.e. Manager, Member, Pres.): _____

TO BE COMPLETED BY AUCTIONEER

- Executed Terms and Conditions
- Executed Remote Escrow Instructions
- Confirmation of Wire to First American Title
- Acceptance to bid on Zoom

Auctioneer Signed & Accepted: _____ Date: _____



**ESCROW INSTRUCTIONS
for Holding Bid Deposits for State Auction**

To: **First American Title Insurance Company**
Escrow Officer: Tami DeJournett-Albert

Date: _____, **2023**
File No.: _____ **(TD)**
Auction Date: **August 26, 2023**

Re: **2023** PRIEST **Lake Auction,** Bonner County **ID**

These ESCROW INSTRUCTIONS (“Instructions”) are made by the undersigned “Bidder” and “Seller” to First American. Bidder desires to bid on one or more cottage site lots located on State endowment land (each a “Cottage Site Lot”) at a State auction to be held on the above-date.

These Instructions are made to First American by Bidder and Seller in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Bidder desires to bid on the Cottage Site Lot(s) in accordance with the terms of the Auction Terms and Conditions executed by Bidder of even date with these Instructions.

Bidder has deposited with Escrow Agent the following deposits and fees together the “Deposit”:

- 1. “Bidder Deposit”
(Per Lot: \$50,000 lake front or \$10,000 non-lake front) \$ _____
- 2. Appraised Value of Personal Property (VAFO only) \$ _____
- 3. Appraisal Fee (\$1,000) \$ _____
- 4. Title Commitment Deposit Fee (\$800) \$ _____
- 5. Administration Fee \$1% of appraised value (VAFO only) \$ _____
- TOTAL** (held of this date) \$ _____

In the event Bidder is the high bidder for one or more Cottage Site Lots at Auction (the “Successful Bidder”) Escrow Agent shall transfer the Deposit to an escrow account established pursuant to the Real Estate Purchase and Sale Agreement (“PSA”) for the Cottage Site Lot(s) for which bidder was the Successful Bidder. If the Successful Bidder fails or refuses to sign the PSA then the Bidder Deposit shall automatically be released to Seller.

Bidder hereby authorizes and instructs First American to hold the Deposit until the happening of any of the following events, whichever occurs first:

- 1. Non-Conflicting written instructions from Bidder and Seller, on the disposition of the Deposit.

2. Written instructions from Seller instructing First American that Bidder was the Successful Bidder at Auction and to disburse the Deposit (or a portion thereof in accordance with the terms of the PSA) into an escrow account established pursuant to the PSA. Along with such written instructions to First American, Seller shall send true and correct copies of a copy of the PSA.
3. Written instructions from Seller instructing First American to disburse the Bidder Deposit to Seller because Bidder was the Successful Bidder at Auction but failed or refused to sign the PSA.
4. First American's receipt of confirmation from Seller or Bottles Real Estate Auctions that Bidder was not a Successful Bidder at auction, in which event the Deposit may be disbursed to Bidder.

Bidder hereby releases First American from any and all liability in any way whatsoever related to the holding or disbursement of the Deposit in accordance with the terms of the Auction Terms and Conditions or these Instructions. Bidder agrees to hold harmless and indemnify First American from and against any all costs or expenses, including reasonable attorney fees, incurred by First American as a result of any dispute or litigation associated with the enforcement of these Instructions. By executing these Instructions, Bidder does not waive any claim or cause of action, if any, that Bidder may have against Seller pursuant to these Instructions or the Auction Terms and Conditions.

Any amendment or supplement to these Instructions must be in writing and accepted by First American.

The parties acknowledge that they have been specifically informed that First American is not licensed to practice law and that no legal advice has been offered by First American or any of its employees; and that they have been further informed that First American is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized, including these Instructions, and that it has not done so. The parties acknowledge that they have not been referred by First American to any named attorney or attorneys, nor discouraged from seeking the advice of any attorney, but have been requested to seek legal counsel of their own choosing, at their own expense, if they have doubt concerning any aspect of this transaction.

Any Notice or other written communication required or permitted to be given per these Instructions shall be given via electronic mail to the e-mail address provided by First American, Seller, and Bidder below. Notices will be deemed received upon the earlier of actual receipt, or the first attempted delivery if receipt is refused.

BIDDER:

Dated: _____ Signature: _____

Print Name of the above-signed: _____

Address: _____

E-mail: _____ Phone Number _____

IF BIDDER IS AN ENTITY, PLEASE ALSO COMPLETE THE FOLLOWING:

Name of Bidder Entity & Entity Type (i.e., LLC, Inc., etc.): _____

Representative Capacity of Above-signed (i.e., Member, Manager, President etc.): _____

SELLER:

IDAHO DEPARTMENT OF LANDS

DUSTIN T. MILLER, Director
 300 North 6th Street, Suite 103
 P.O. Box 83720
 Boise, ID 83720-0050
 Telephone: 208-334-0200
 Facsimile: 208-334-3698
 Email: tarmstrong@idl.idaho.gov
 With a copy to: Robert.follet@ag.idaho.gov
emily@markbottles.com

FIRST AMERICAN TITLE INSURANCE COMPANY

Accepted this ___ day of _____, 2023.

By: _____

Its: _____

Email Address: tdalbert@firstam.com