



REAL ESTATE AUCTION TERMS AND CONDITIONS AGREEMENT

Bottles Real Estate Auctions, LLC, an Idaho limited liability company (“**Auctioneer**”), **AS AGENT FOR Seller**, will offer the real property located at **195 N. 2nd East. Mountain Home, Idaho**, (the “**Property**”) in today’s auction according to the following terms and conditions:

1. The Property is being auctioned subject to a Reserve Price of Two Hundred Thirty and No/100 Dollars (\$230,000.00). Auction shall determine the bidding increments in Auctioneer’s sole discretion. Auctioneer reserves the right to withdraw the Property before accepting a bid at or above the Reserve Price.

2. A BUYER’S PREMIUM OF 5% OF THE HIGHEST BID (The “**SUCCESSFUL BID**”) WILL BE USED TO ESTABLISH THE PURCHASE PRICE BY ADDING THE BUYER’S PREMIUM TO THE SUCCESSFUL BID AMOUNT.

3. At auction, Auctioneer may revise any terms and conditions of the sale or other written materials by verbally announcing revisions to such terms and conditions or other written materials.

4. BIDDER IS BIDDING ON THE PROPERTY IN “AS IS” CONDITION WITH ALL FAULTS INCLUDING BOTH LATENT AND PATENT DEFECTS AND ALL SALES ARE FINAL. Seller and Auctioneer are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Property including, without limitation, the existence of hazardous waste, or the suitability of Property for Bidder’s intended use. Bidder shall independently verify all information and reports regarding any aspect or feature of the Property provided by Auctioneer. Neither Seller nor Auctioneer guaranty the accuracy of any information or reports provided on the Property. The Property is open to thorough public inspection and making a bid is an acknowledgement that each bidder has had ample opportunity to, and has either inspected or elected not to inspect the Property.

5. If Bidder is the highest bidder, Bidder shall, at the conclusion of the auction, promptly sign the Purchase and Sale Agreement for the purchase of the Property. Buyer acknowledges and agrees that it has had the opportunity to review the Purchase and Sale Agreement, which is posted at www.bottlesauctions.com and made available at the Auction.

6. Only registered Bidders may bid on the Property being sold, any exceptions to this requirement shall be within the sole discretion of Auctioneer. No allowances, adjustments, or rescission of sale will be allowed based upon failure of the Property to correspond to a particular need or use of Bidder. The Bidder listed below will be liable for any purchase made with the bid card issued with the Bidder Registration Form.

7. To the fullest extent permitted by law, Bidder agrees to indemnify, defend and hold harmless Auctioneer, and its agents, contractors and employees, and hereby releases Auctioneer, and its agents, contractors and employees from any and all claims, damages, liability, causes of action, judgments, expenses (including reasonable attorneys’ fees and reasonable attorneys’ fees on appeal) arising out of or in any way connected with the auction or the Property. Auctioneer will not be liable to

Bidder for any damages relating to or arising out of the auction or the Property, including direct, indirect, consequential, special or incidental damages.

8. Bidder shall look only to Seller as to all matters regarding the Property and to the Purchase and Sale Agreement to purchase the Property. Auctioneer shall not be liable in any way if (a) Seller fails or refuses to deliver marketable title at closing or (b) with regard to any feature, condition or aspect of the Property, or lack thereof.

9. In the event Bidder fails to execute the Purchase and Sale Agreement, Auctioneer and Seller shall have all remedies at law and/or equity available to them, including an action for Specific Performance or damages. In any action to enforce Bidder's obligations and/or recover damages pursuant to this Paragraph 9, Auctioneer and/or Seller shall be entitled to recover their reasonable attorneys' fees, expenses, and costs of suit incurred in such action, including its reasonable attorneys' fees on appeal.

The undersigned hereby acknowledges that he/she/it has read the above terms and conditions and accepts the same.

<u>BIDDER:</u>	Photo I.D. (Drivers License) to be verified by auction clerk
Please Print Name _____	_____
Address _____	
City _____ ST _____ ZIP _____	
PH# _____	Bidder # _____
Email _____	
May we contact you by email about upcoming auctions? YES ___	
May we contact you about other opportunities to buy real estate you are interested in? YES ___	
Name/Address of Auction Property interested in: _____	
Signature _____	Date _____
Are you represented today by a real estate agent? _____	
	Name
<u>AUCTIONEER:</u>	Please tell us how you heard about us:
Bottles Real Estate Auctions, LLC, an Idaho limited liability company	___ Sign ___ Realtor
By: _____	___ Website ___ Newspaper Ad
	___ Radio ___ Direct Mailer
	Other: _____

You may only register at the auction on auction day.