

Terms & Conditions
409 First Ave.

- I. **Procedure:** Any qualified registered bidder may bid on the total property. Subject to the owner's acceptance of the bids within 24 hours after the auction has been concluded
- II. **Down Payment:** Successful bidders shall deliver on **day of sale** to Wiseman Real Estate & Josh Bodimer Auctioneering Co. **\$25,000.00 USD** non-refundable as an escrow deposit via cash, cashier's check, or pre-approved personal check. Personal checks should be accompanied by a bank letter stating "_____ is a customer of this bank and we guarantee payment of checks written on account number _____ up to \$25,000 dollars for purchase at the auction being conducted by Wiseman Real Estate/ Josh Bodimer Auctioneering on (date) _____"
- III. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.** If a successful bidder fails to close within the specified time, Seller shall have the right to terminate the Purchaser Agreement and retain the down payment as liquidated damages in addition to other legal remedies or at Seller's option, extend the closing past the designated closing date, however, a charge of 1.5% of the contract price will be charged to the Buyer per month until closing.
- IV. **Buyer's Premium:** A 3 % Buyer's Premium will be based on final accepted bid. The Buyer's Premium will be added to the "hammer price" to establish the final contract price and will be collected and disbursed in the following way at closing: Paid to Wiseman Real Estate.
- V. **Evidence of Title:** The Sellers agrees to furnish bidders a preliminary Owner's title insurance commitment to review prior to Auction. The cost of the insurance, if the Purchaser elects to have the title commitment executed, will be responsibility of the Purchaser. Seller agrees to provide marketable title in fee simple free and clear of all liens and encumbrances excepting (a) those created or assumed by Buyer; (b) those specifically set forth in this Contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record which do not unreasonably interfere with present lawful use.
- VI. **Real Estate Taxes:** At closing, all real estate taxes shall be prorated, and prorated on the most current data the Gallia County Treasurer has available at time of closing.
- VII. **This is a list of the liens known by Seller on the property, including all lien holders, contact information, and all amount owed:**
- VIII. **Closing:** Closing shall take place within 30 days after the auction day, or as soon thereafter as Seller's applicable closing documents are completed.
- IX. **Possession:** Possession of the properties shall be given Immediately after closing.
- X. **Maps & Pictures:** Maps are available on www.wisemanrealestate.com
- XI. **Survey:** All tracts sold in their entirety shall be by an existing survey or plat of public record.
- XII. **Property Inspection:** Each potential bidder is responsible for conducting at their own risk, their own independent inspections, investigations, inquires, and due diligence concerning the property.
- XIII. **Mineral Rights:** Sales shall include 100% mineral, oil & gas rights owned by seller. As of record.
- XIV. **Agency:** Wiseman Real Estate and Josh Bodimer Auctioneering Company and its representatives are Exclusive Agents of the Seller.
- XV. **Disclaimer and Absence of Warranties:** All information contained in this brochure and all related materials are subject to the Terms and Conditions outlines in the Agreement to Purchase. **ANNOUNCEMENTS MADE BY THE AUCTIONEER AT THE AUCTION PODIUM DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.** 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. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquires, 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. All sketches, acreages and dimensions in this brochure and other information provided by the Auction Company are approximate. The Seller and Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, financial ability, etc. All decisions of the Auctioneers are final.
- XVI. **For Continual updates on this auction, please visit: www.wisemanrealestate.com or www.auctionzip.com**