

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

AUCTION CONTRACT TO BUY AND SELL REAL ESTATE

This Auction Contract to Buy and Sell Real Estate (“Contract”) is entered into this ____ day of _____, 20____, by and between _____ (“Seller”) and _____ (“Buyer”). This Contract is entered into pursuant to that certain auction held by Corbett Bottles Real Estate Marketing, LLC as agent for Seller (“Auction”).

1. PROPERTY. Seller agrees to sell and Buyer agrees to purchase that certain real property located in _____, which is more particularly described on EXHIBIT “A” attached hereto, commonly known as _____, _____, together with all buildings, fixtures, and other improvements located thereon, if any, and all easements, rights, and appurtenances thereto, including without limitation, any oil, gas and mineral rights, water and water rights, and ditch and canal company rights appurtenant thereto, except as herein excluded (“Property”).

2. CLOSING. The date of closing shall be the ____ day of _____, 20____ or such earlier date agreed to by the parties (“Closing Date”). Provided Buyer is not in default of this Contract or no notice of default has been sent to Buyer by Seller, Buyer may extend the Closing Date for no more than thirty (30) days by notifying Seller and the Closing Agent in writing no later than _____ (____) days prior to the scheduled Closing Date of its election to extend the Closing Date and paying to the Closing Agent for the benefit of Seller an extension fee of twenty percent (20%) of the Purchase Price (“Extension Fee”). The Extension Fee shall be non-refundable to Buyer, except in the event of Seller’s default, and shall be applied to the Purchase Price at Closing. The closing shall take place at _____ (“Closing Agent”). Possession shall be transferred to Buyer on the Closing Date.

3. INCLUSIONS AND EXCLUSIONS. The sale includes and excludes those items listed as Inclusions and Exclusions, respectively, on Exhibit “B” attached hereto.

(a) Transfer of Personal Property. The personal property to be conveyed at closing as set forth on attached Exhibit “B”, if any, shall be conveyed, without warranty, by Seller, free and clear of all personal property taxes and assessments (except personal property taxes and assessments for the year of closing), liens and encumbrances. Conveyance shall be by bill of sale or other applicable legal instrument, without warranty.

Buyer

Seller

4. **PURCHASE PRICE AND TERMS.** The purchase price of the Property is \$ _____ which is the aggregate of the highest bid price made at the Auction, which was \$ _____ (“Highest Bid Price”) plus the Buyer’s Premium, as set forth below, which is \$ _____, (collectively “Purchase Price”). Buyer acknowledges and agrees that the Purchase Price is not calculated based on a price per acre or square footage of the real property being sold. The Purchase Price shall be payable in collectible U.S. Dollars as follows:

(a) **Earnest Money.** The amount deposited by Buyer at the time of its registration for the Auction in the form of a cashier’s or certified check acceptable to Seller and the Closing Agent, which was \$ _____, or an amount exceeding the deposit but equal to ten percent (10%) of the Purchase Price, whichever is greater (“Earnest Money”) is to be paid on the date of this Contract and held by the Closing Agent. The Earnest Money shall be non-refundable to Buyer, except in the event of Seller’s default, and applied to the Purchase Price at closing.

(b) **Payment of Balance of Purchase Price.** The balance of the Purchase Price after credits, adjustments and prorations, shall be paid to Seller by Buyer at the time of closing by cashier’s or certified check or by wire transfer or other immediately available funds acceptable to the Closing Agent.

5. **BUYER’S PREMIUM.** Buyer shall pay a fee of ____% of the Highest Bid Price, as set forth in Section 4 (“Buyer’s Premium”), at closing. Buyer acknowledges that this fee shall be paid to Seller, who shall then pay the fee to CORBETT BOTTLES REAL ESTATE MARKETING, LLC, an Idaho limited liability company (“Listing Broker”). This fee does not create an agency relationship between Buyer and the Listing Broker. Buyer agreed to this Buyer’s Premium prior to participating in the Auction for the purchase of the Property.

6. **NO FINANCING CONTINGENCY.** This Contract is NOT contingent upon Buyer obtaining financing.

7. **EVIDENCE OF TITLE AND TITLE.** Seller will furnish to Buyer, at Seller’s expense, a current commitment for a standard owner’s title insurance policy (“Title Commitment”). By entering into this Contract, Buyer accepts the status of title to the Property as shown in the Title Commitment other than for those monetary liens and delinquent taxes and assessments, if any, which are to be paid at closing. Seller shall pay the premium for a standard form title insurance policy at closing. If Buyer desires extended coverage title insurance or any endorsements to the title policy, Buyer shall be responsible for all additional title insurance fees over the cost of standard title insurance. Seller has delivered to Buyer true copies of all lease(s) and survey(s) in Seller’s possession pertaining to the Property, if any, and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Prior to signing this contract, Buyer has had the right to inspect the Property to determine, among other matters, if any third party(s) has any right in the Property not shown

Buyer
Seller

by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy).

8. LEAD-BASED PAINT. By initialing below, Buyer acknowledges that Buyer has and does hereby waive Seller's delivery of a Lead-Based Paint Disclosure (Sales) form.

Buyer's Initials _____

9. INSPECTION. Buyer acknowledges that Buyer was and is responsible for making a thorough inspection of the Property and Inclusions at its own expense, as well as thoroughly researching any information available about the Property and its surroundings, prior to the date of this Contract. Prior to signing this Contract, Buyer acknowledges that Buyer or any designee was afforded the right to have an inspection(s) of the physical condition of the Property and Inclusions, at Buyer's expense. This Contract is NOT contingent upon any further inspections by Buyer.

10. TRANSFER OF TITLE. Subject to tender or payment of the Purchase Price at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall, at closing, execute and deliver a good and sufficient special warranty deed to Buyer conveying the Property free and clear of all taxes except the general real property taxes and assessments for the year of closing not yet due and payable, if any; and except (i) those matters of record, (ii) those rights, if any, of third parties in the Property not shown by the public records, (iii) any building, zoning, subdivision and other land use laws, code, ordinances and regulations and any non-compliance therewith, and (iv) those exceptions created by Buyer.

11. PAYMENT OF ENCUMBRANCES. Any encumbrance, including delinquent taxes and assessments, if any, required to be paid shall be paid at or before closing by Seller from the proceeds of this transaction or from any other source.

12. DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT THEY HAVE BEEN INFORMED AND UNDERSTAND THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, FIXTURE OR CONDITION OF THE PROPERTY AND THE INCLUSIONS INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF HAZARDOUS WASTE OR MATERIALS THEREON, OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE, TO BUYER BEYOND THOSE EXPRESSLY PROVIDED IN THIS CONTRACT.

Buyer acknowledges that Seller has made no representations of any material fact concerning the Property beyond those expressly provided in this Contract, that Buyer has had an adequate opportunity to inspect and investigate the Property; and, that Buyer has made a thorough independent examination and inspection of the Property, and is relying solely upon their own examination and inspection thereof. Buyer further acknowledges that Seller has made no representations or warranties as to whether the boundary lines of the Property are accurate,

Buyer
Seller

nor any representation as to the number of acres or the number of square feet or frontage of the Property. Buyer has had an adequate opportunity to examine and inspect the boundaries of the Property and will make their own determination as to acreage, square footage, and/or frontage, and whether the location of improvements and boundaries are accurate, and is purchasing the Property in reliance upon their own determination thereof and regardless of whether or not said location of improvements and boundaries are accurate. Seller makes no warranty or representation with respect to the legal description as may be used herein. Buyer acknowledges further that Seller is not responsible or liable to obtain or provide a survey of the Property to Buyer. Accordingly, buyer is purchasing the Property "AS IS, WHERE IS."

13. CLOSING COSTS, DOCUMENTS AND SERVICES. Buyer and Seller shall pay their respective closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before closing. Fees for closing services shall be shared equally by Seller and Buyer. Any sales and use tax that may accrue because of this transaction shall be paid when due by Buyer. Any fees and costs assessed by any home owner's association or similar association to which the Property is subject, including but not limited to transfer fees, set up fees, administrative fees, a fee for the issuance of the association's statement of account, utility hookup or transfer fees, or any other such fees and costs, shall be paid when due by Buyer.

14. PRORATIONS. The following shall be prorated to the Closing Date, except as otherwise provided:

(a) **Taxes.** Personal property taxes, if any, and general real estate taxes and assessments for the year of closing, based on the most recent assessment;

(b) **Other.** Water, sewer and any other utility charges associated with the Property.

(c) **Final Settlement.** Unless otherwise agreed in writing by Seller and Buyer, the prorations set forth herein shall be final.

15. CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS. Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted. In the event the Property or Inclusions shall be damaged by fire or other casualty prior to closing, in an amount not to exceed ten percent (10%) of the Purchase Price, Seller may, but shall not be obligated to, repair the same before the Closing Date. In the event such damage is not repaired or replaced with a unit of similar size, age and quality or an equivalent credit (less insurance proceeds to be received by Buyer covering such repair or replacement) within said time or if the damages exceed such sum, this Contract may be terminated at the option of Buyer. Should Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to a credit for

Buyer
Seller

all the insurance proceeds paid from such damage to the Property and Inclusions, not exceeding, however, the Purchase Price.

16. CONDEMNATION. If the Property is or becomes the subject of a condemnation proceeding prior to closing, Buyer may, at its option, terminate this Contract by giving notice of such termination to Seller prior to the Closing Date, and upon such termination the Closing Agent shall immediately return the Earnest Money deposit to Buyer without execution of any release or consent by Seller. In the event Buyer does not elect to terminate this Contract, the Purchase Price shall be reduced by the total of any condemnation award received by Seller at or prior to closing. On closing, Seller shall assign to Buyer all of Seller's rights in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of any condemnation proceedings within five (5) days after Seller learns thereof (or, in the event Seller learns of such proceedings within five (5) days of closing, Seller shall notify Buyer prior to closing).

17. BUYER'S AUTHORITY. Buyer represents and warrants to Seller that at the date of the execution hereof and at the Closing Date, Buyer, and the person signing on behalf of Buyer, have full power and authority to execute this Contract and to perform Buyer's obligations hereunder, and if Buyer is a corporation or other legal entity, all necessary authority or corporate action to authorize this transaction has been taken.

18. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Seller and Buyer acknowledge that their respective brokers have advised each of them that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

19. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence hereof. If any payment due, including the Purchase Price, hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) If Buyer is in Default: If the Earnest Money, in collectible funds, is deposited as required in Section 4(a), and Buyer defaults hereunder, all payments made by Buyer and things of value received by Seller hereunder shall be forfeited by Buyer and retained on behalf of Seller and both parties shall thereafter be released from all obligations hereunder and this Contract shall be terminated and of no further force and effect. In the event Buyer fails to deposit the Earnest Money, in collectible funds, Seller shall be entitled to pursue legal action to recover the Earnest Money which Buyer is obligated to pay pursuant to this Contract and all expenses and costs incurred by Seller and/or Seller's Broker in connection with the auction of the Property and the rescheduling of the auction.

(b) If Seller is in Default: Buyer, as its sole remedy, may either elect to treat this Contract as canceled, in which case all payments and things of value received hereunder by

Buyer
Seller

Seller or the Closing Agent shall be returned to Buyer, or Buyer may elect to treat this Contract as being in full force and effect and Buyer shall have the right to seek specific performance of this Contract.

20. ATTORNEYS' FEES. In the event either party initiates or defends any legal action or proceeding in any way connected with this Contract, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

21. ADDITIONAL PROVISIONS. This Contract contains the entire agreement of the parties regarding the subject matter hereof.

22. MODIFICATION, SURVIVAL. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this Contract that, by its terms, is intended to be performed after termination or closing shall survive the same.

23. BROKER. Seller and Buyer each represent and warrant to the other that except for Corbett Bottles Real Estate Marketing, LLC, which is representing Seller ("Seller's Broker"), and _____ (Buyer's Agent), which is representing Buyer, that neither of them have employed nor associated with any other broker or agent in connection with this transaction. Seller, pursuant to a separate agreement with Seller's Broker, has agreed to pay a commission in connection with this transaction. Seller and Buyer each hereby agree to indemnify and defend the other against any and all commissions, finder's fees or other fees or any claim therefore by any broker in connection with this transaction claiming through the indemnifying party.

24. NOTICES. Whenever a party to this Contract is required or permitted under this Contract to provide the other party with any notice, or demand ("**Notice**"), the Notice will be given in writing and will be delivered to the other party at the address or e-mail address set forth below: (a) personally; (b) by a reputable overnight courier service, delivery fees prepaid; (c) by certified mail, postage prepaid; or (d) by e-mail transmission. Either party may change its address for Notice by written notice to the other party delivered in the manner set forth above. Notice will be deemed to have been duly given: (i) on the date personally delivered; (ii) one (1) business day after delivery to an overnight courier service with next-day service requested; (iii) on the third (3rd) business day after mailing, if mailed using certified mail; or (iv) on the date sent when delivered by e-mail (so long as the sender sends such email on a business day and a copy of the Notice is sent by one of the other means permitted hereunder on or before the next business day):

Buyer
Seller

Seller: _____

E-Mail: _____

Purchaser: _____

E-Mail: _____

25. CONSTRUCTION. In construing the provisions of this Contract and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

26. AGENCY REPRESENTATION. Buyer and Seller understand and agree that _____ is involved in this transaction on behalf of Buyer and that Corbett Bottles Real Estate Marketing, LLC, an Idaho limited liability company, is involved in this transaction on behalf of Seller, and that no other broker or agent was the procuring cause of the transaction contemplated by this Agreement.

REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT NONAGENT for the BUYER(S), and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- D. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.

Buyer
Seller

- C. The brokerage working with the SELLER(S) is acting as LIMITED DUAL AGENT for the SELLER(S), and has an ASSIGNED AGENT acting solely on behalf of SELLER(S).
- D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review.

EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

Responsible and Listing Broker: Corbett Bottles Real Estate Marketing, LLC
 Selling Broker: _____

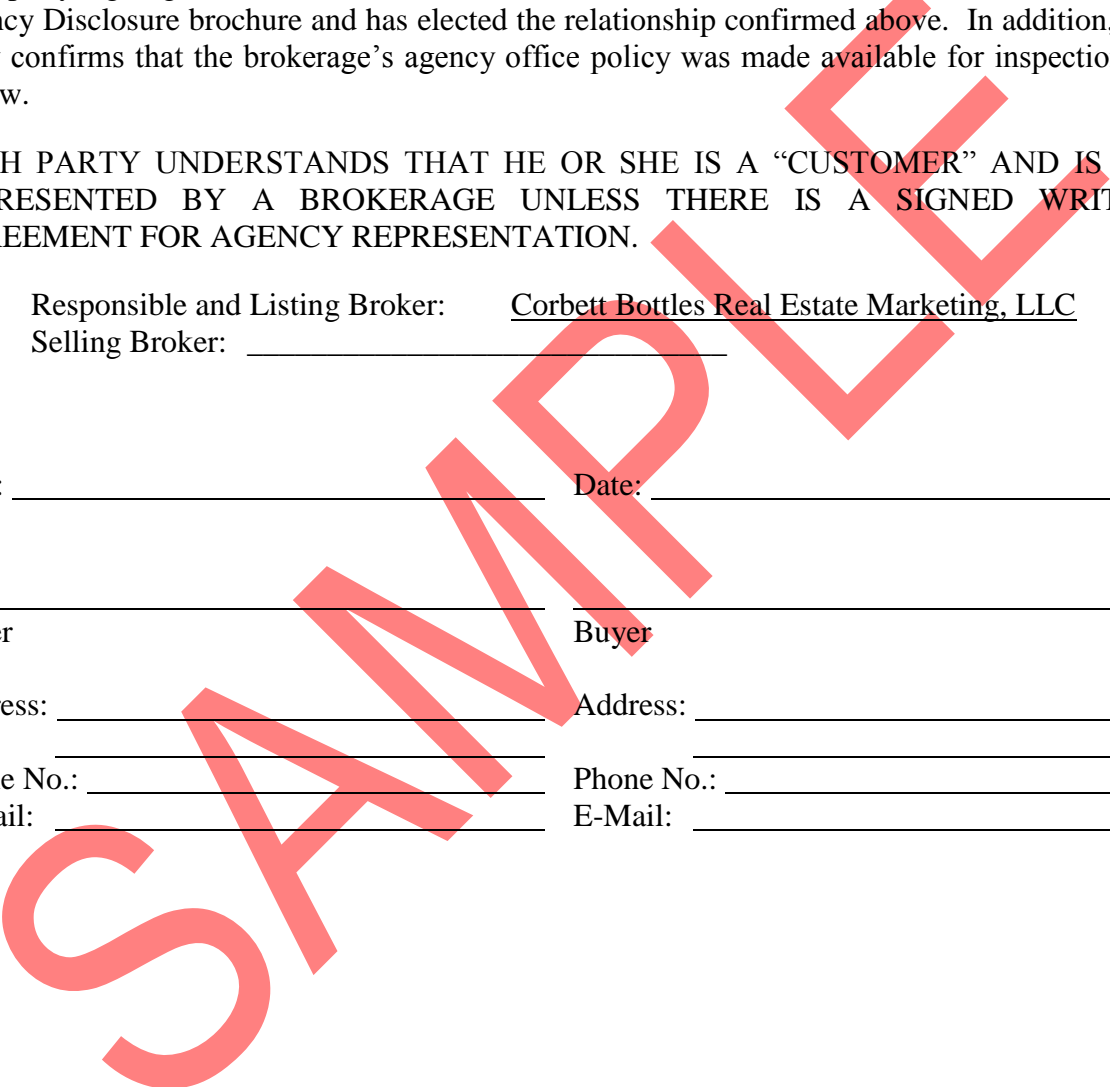
Date: _____ Date: _____

Buyer _____ Buyer _____

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

E-Mail: _____ E-Mail: _____



_____ Buyer
 _____ Seller

Date: _____

Date: _____

Seller

Seller

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

E-Mail: _____

E-Mail: _____

SAMPLE

EXHIBIT "A"

DESCRIPTION OF THE REAL PROPERTY

SAMPLE

EXHIBIT "B"

1. INCLUSIONS:

PERSONAL PROPERTY INCLUDED IN SALE –

2. EXCLUSIONS:

PERSONAL PROPERTY EXCLUDED FROM SALE -

SAMPLE