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RRE-BRO-LIC-45370

Dear Prospective Buyer:

Thank you for inquiring about the 1.84 acre vacant lot located at TBD Gallatin Rd. (US 191) & Whiteaker owned by the Gallatin Gateway Rural Fire District.

We have prepared the enclosed Property Information Packet to assist you in your due diligence prior to the auction. We hope the enclosed information is useful, resourceful, and valuable while you develop your bidding strategy for this property.

As with any auction, prior to bidding, it is important that you read all the available property information, you do your own research, and that you thoroughly understand the terms and conditions of the auction.

If at any time you have a question about this property and/or the auction process, please call Travis Ballenger, Auctioneer & Real Estate Broker at 406-539-7653 or by email at travis@ballengerauctioneers.com. Our objective is to help you answer all of your questions prior to the auction.

Good luck at the auction!

Travis

Travis Ballenger, Auctioneer & Real Estate Broker
License: RRE-BRO-LIC-45370

REAL ESTATE AUCTION TBD GALLATIN RD (US 191) & WHITEAKER

Auction Date: Thursday, September 26th, 2024

Auction Time: Starts at 6:00 PM

Auction Conducted At: 320 Webb Street, Gallatin Gateway, MT 59730

Auction Property for sale: TBD Gallatin Rd (US 191) & Whiteaker

Legal Description: CASTLE ROCK TRACT SUB, S33, T04 S, R04 E, Lot 3, ACRES 1.84,
PLATE-45-A

Description of
Real Estate: Vacant lot is 1.84 acres.

Covenants: Residential lot or Bed & Breakfast



REAL ESTATE AUCTION
Thursday, September 26th, 2024 @ 6:00 p.m.
Property up for sale: TBD Gallatin Rd (US 191) & Whiteaker
Auction held at: 320 Webb St, Gallatin Gateway, MT 59730





AUCTION PURCHASE AND SALE AGREEMENT

THIS AUCTION PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the 26th day of September, 2024 ("Auction Date"), by and between Gallatin Gateway Rural Fire District (the "Seller") and _____ (the "Purchaser(s)", and recites and provides as follows:

PURCHASER(S): _____
(Print Name) (Print Name)

LEGAL DESCRIPTION: ("Property"): CASTLE ROCK TRACT SUB, S33, T04 S, R04 E, Lot 3, ACRES 1.84, PLAT E-45-A

AUCTION PROPERTY ADDRESS: TBD Gallatin Rd. (US 191) & Whiteaker

PURCHASER'S PHONE: Office: _____
Home: _____
Cell: _____

PURCHASER'S EMAIL: Email: _____
Email: _____

PURCHASER'S ADDRESS: Street: _____
City: _____
State: _____ Zip: _____

RECITALS

WHEREAS, the Seller owns an interest in the Property as more particularly described above and in Exhibit A and by this reference made a part hereof;

WHEREAS, Purchaser desires to purchase the Property and has submitted an offer for purchase as part of an auction (the "Offer");

WHEREAS, the Offer is subject to the terms and conditions of this Auction Purchase and Sale Agreement ("Agreement");

WHEREAS, the Seller is disposing of and selling the Property pursuant to the applicable sections of Title 7 Chapter 8, Part 25, Montana Code Annotated which are incorporated herein by reference;

WHEREAS, the Seller is not providing title insurance as part of this transaction and by entrance into this Agreement, Purchaser acknowledges the same; and

WHEREAS, Seller agrees to sell the Property subject to the terms and provisions of this entire Agreement including these recitals.

AGREEMENT

NOW, THEREFORE, for and in good consideration of the mutual promises, covenants, recitals and conditions set forth herein, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

Section 1. Sale and Purchase. Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Commencement Date".

Section 2. Offer. This Agreement, when executed by Purchaser and Seller, shall be irrevocable from the date of submission, and shall not be withdrawn for any reason by Purchaser.

Section 3. Purchase Price. The purchase price for the Property shall be _____ DOLLARS (\$ _____) (the "Purchase Price").

The Purchase Price shall be payable as follows:

- A. **Deposit.** An earnest money Deposit of no less than 10% of the Purchase Price equal to \$ _____ in cash or bankable check shall be held in a non-interest-bearing account by the Escrow Agent (as defined below) and is non-refundable upon ratification of the contract between Purchaser and Seller, unless otherwise specified herein. The Deposit is due at the time of the Purchaser signing this Agreement.

- B. Remaining Balance. The balance of the Purchase Price, less the Deposit, is to be paid at Closing, hereinafter defined, in cash, by wire transfer or other immediately available certified funds.

Section 4. Closing.

- A. Closing shall take place at a date which shall be no later than THIRTY (30) days from Auction Date (“Closing”). Extension of the date of Closing may be made by mutual written agreement.
- B. The Escrow Agent shall be Montana Title Company, Bozeman, Montana (“Escrow Agent”).
- C. At Closing, Seller shall convey to Purchaser, the Property by grant deed subject to all of the protective and restrictive covenants of record, all easements, reservations and rights of way of record and that would be disclosed by an examination of the real property and other conditions outlined within this Agreement. Seller shall deliver possession of the Property to the Purchaser as of the date of Closing. The Purchaser also accepts any previously disclosed matters of title provided by Seller and its agents prior to auction.
- D. At the Closing, Purchaser shall deliver to Seller a settlement statement in form and substance reasonably satisfactory to Purchaser and Seller and such other documents, certificates and instruments as may reasonably be required to convey the Property to Purchaser.

Section 5. Closing Costs. Notwithstanding anything to the contrary contained herein, the costs of Closing shall be paid as follows.

Purchaser:

- (a) Escrow Agent’s closing fee;
- (b) Proration of real estate taxes relating to the Property payable during the year in which closing occurs with Purchaser being responsible for taxes payable from and after the date of Closing;
- (c) All recording fees and any dues owing; and
- (d) All premiums, fees and costs associated with the issuance of any title insurance Purchaser arranges to have issued to it.

Seller:

- (a) Preparation of deed and other Seller’s documents required hereunder;
- (b) All delinquent and current real estate taxes through the Closing date; and
- (c) Escrow Agent’s document preparation fee, if any.

Section 6. Brokerage/Auctioneer Fee. Seller shall pay to Ballenger Auctioneers, LLC, a real estate commission/auctioneer’s fee pursuant to a separate

written agreement. Other than for _____ as transaction or single party broker for the Purchaser, the Purchaser represents and warrants to the Seller that it has not taken any action and is not aware of any facts that may give rise to a commission or brokerage fee being due as a result of the transfer of the Property. The Purchaser shall indemnify and hold the Seller and Auctioneer harmless from and against any claims made for a commission due.

Section 7. Taxes and Assessments. All past due and accrued real property taxes shall be pro-rated at Closing. Any water rates and sewer charges shall be prorated and adjusted to the date of Closing.

Section 8. Seller's Representations. The Seller represents to Purchaser the following:

1. The Seller has authority to sell its interest in the Property and is authorized to transfer ownership, and such other documents that are customary and necessary to convey the interest in the Property to the Purchaser;
2. To the Seller's knowledge, there is no pending or overtly threatened litigation, arbitration or governmental proceeding or investigation (whether or not purportedly on behalf of the Seller) against the Seller or affecting the Property or any part thereof, which is, or, if adversely resolved, would or might (i) adversely affect the ability of the Seller to perform its obligations hereunder, or under any document delivered pursuant hereto, (ii) create a lien on the Property or any part thereof, or (iii) otherwise materially or adversely affect the Property or the use, operation, condition or occupancy thereof; and
3. No lessee of the Property is known to Seller.

Section 9. Property Condition.

- A. Disclaimer. Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, concerning or with respect to: (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon; (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Property; (e.) the presence of any endangered or threatened species on the Property, as well as the suitability of the Property as habitat for any of those species; (f) the accuracy or completeness of any materials provided to Purchaser under the provisions of this Agreement or otherwise; or (g) any

other matter with respect to the Property, without limiting the foregoing, Seller does not make and has not made any representation or warranty regarding the presence or absence of any hazardous substance on, under or about the property or the compliance or non-compliance of the property with any and all federal, state or local environmental laws, ordinances, regulation, orders, decrees or rules regulating, relating to or imposing liability or standards of conduct concerning any hazardous substances.

- B. Acknowledgement of Inspection. Purchaser acknowledges and agrees that (a) Purchaser has had the opportunity to inspect the Property, and the condition of title thereto, (b) if this transaction is consummated, Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection and knowledge of the Property, and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in this Agreement), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. Purchase further acknowledges that any references by Seller or Ballenger Auctioneers, LLC ("Auction Firm") regarding title ownership, square footage, dimensions or area measurements for land or improvements thereon are approximate and were provided by Seller without representation to their accuracy. Purchaser acknowledges and agrees that verification or determination of the accuracy of such information is the responsibility of Purchaser. With respect to any personal property being conveyed hereunder, Purchaser shall not rely on any list of such property compiled by Seller, but rather, Purchaser shall compile its own list for review by Seller, which list, if approved by Seller, shall be countersigned by Seller as evidence of the list's accuracy, and such list shall constitute the personal property to be conveyed to Purchaser at Closing.
- C. AS IS. THE PROPERTY IS BEING SOLD WITH NO CONTINGENCIES AND IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND WITH NO WARRANTIES OR REPRESENTATION REGARDING PAST OR PRESENT CONDITION AS TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE, CONDITION OF TITLE OR AS TO ITS PHYSICAL OR ECONOMIC CONDITION, IT BEING UNDERSTOOD AND AGREED THAT PURCHASER IS RELYING SOLEY ON ITS OWN INSPECTIONS, TITLE INVESTIGATION, ENGINEERING, AND ENVIRONMENTAL STUDIES, AND REPORTS, ECONOMIC AND FEASIBILITY STUDIES AND EXAMINATIONS OF THE PROPERTY AND PURCHASER'S OWN DETERMINATION OF THE CONDITION OF THE

PROPERTY AND ANY IMPROVEMENTS, FIXTURES, AND EQUIPMENT TO BE PURCHASED BY PURCHASER UNDER THIS AGREEMENT.

- D. **RELEASE.** TO THE EXTENT ALLOWABLE BY LAW, PURCHASER HEREBY RELEASES SELLER AND ANY SERVICER, AGENT REPRESENTATIVE, MANAGER, AUCTIONEER, AFFILIATE, OFFICER, PARTNER, TRUSTEE OR EMPLOYEE OF SELLER (A "SELLER RELATED PARTY") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER (A "PURCHASER RELATED PARTY") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE CONDITION OF TITLE OF THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE AUCTION SALE, DESIGN OR CONSTRUCTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROPERTY, AND PURCHASER WILL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF.

Section 10. Condemnation. If, prior to or during Closing, all or any material part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the option of: (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) terminating this Agreement, in which event this Agreement shall be terminated, and this Agreement shall then be deemed null and void, none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, and the Seller shall return the Deposit in full to the Purchaser.

Section 11. Restrictive Covenants. Seller discloses that the Property may be encumbered by covenants, conditions, and restrictions. Buyer is responsible for obtaining and reviewing applicable covenants, restrictions, by-laws or conditions governing the Property as well as any other matters affecting title.

Section 12. Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Purchaser on the Closing Date.

Section 13. Default by Purchaser. If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur on or before the Closing Date because of the fault of the Purchaser, then Seller, at its option, shall have the right to retain the Deposit. By retaining the Deposit, Seller does not waive any rights or remedies it may have because of Purchaser's default. It is intended hereby that all of the rights and remedies of Seller available either pursuant to the terms of this Agreement, or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.

Section 14. Default by Seller. If Seller fails or refuses to deliver the Deed on or before the Closing Date upon receipt of the purchase price from the Purchaser, then Purchaser shall have the right to terminate this Agreement, in which event this Agreement shall then be deemed null and void, and the Seller shall return the Deposit in full to the Purchaser.

Section 15. Assignment. This Agreement, or any part thereof, may be assigned to any third party by the Purchaser only with prior written consent of the Seller, provided, however any assignment by Purchaser shall not relieve the Purchaser of any liability hereunder.

Section 16. Costs and Attorney's Fees. Except as otherwise specified in this Agreement, each Party hereto shall pay all of its own costs and expenses incurred in connection with the transactions contemplated hereunder, including, without limitation, any fees and disbursements of its accountants and counsel. If it is necessary for either party to bring an action to enforce the terms, covenants or conditions of this Agreement, the substantially prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court.

Section 17. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given when mailed, personally delivered, given to overnight courier, by the other party or parties. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt or otherwise). Notice for any party may be given by its respective counsel. Notices shall be directed to the following addresses (or such other address as may hereafter be furnished to the other party by like notice):

To Seller: c/o
Ballenger Auctioneers, LLC
3032 Farmall Street
Bozeman, MT 59718
Phone: (406) 539-7653

To Purchaser: As set forth above.

Section 18. Entire Agreement and No Merger. This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

Due to the unique nature of this transaction regarding the sale of District owned property designated for disposal and sale pursuant to Title 7, Chapter 8, Part 25, Montana Code Annotated, Purchaser and Seller agree and acknowledge the terms of this Agreement are deemed to not merge with the title of the Property and shall survive Closing.

Section 19. Modification. The terms of this Agreement may not be amended, waived or terminated orally, but only by instrument in writing signed by the Seller and Purchaser.

Section 20. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

Section 21. Severability of Provisions. Any part, provision, representation, warranty or covenant of this Agreement that is prohibited or unenforceable or is held to be void or unenforceable in any particular jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provisions hereof.

Section 22. Captions. The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

Section 23. Exhibits. The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement.

Section 24. Acceptance. This Agreement, when executed by Purchaser and Seller, shall be irrevocable from the date of submission, and shall not be withdrawn for any reason by Purchaser.

Section 25. Successors. This Agreement shall inure to the benefit of and bind parties hereto and their respective successors, heirs, devisees and assigns.

Section 26. Governing Law and Court of Exclusive Jurisdiction. This Agreement and all documents and instruments referred to herein shall be governed by the laws of the State of Montana. Any disputes between the Seller and Purchaser regarding this Agreement will be decided exclusively by the Montana Eighteenth Judicial District Court, Montana.

Section 27. Time is of the Essence. TIME IS OF THE ESSENCE with respect to each and every provision of this Agreement. Whenever any action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a weekend or federal holiday, then such period (or date) shall be extended until the next succeeding business day.

Section 28. Patriot Act. Purchaser is not, and will not be, a person or entity with whom Seller is restricted from doing business under the Uniting and Strengthening

America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107 56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, the "Anti-Terrorism Laws"), including, without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

Section 29. Non-Foreign Seller. Seller represents that at the time of acceptance of this Agreement and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax act of 1980 and make any declaration necessary to comply with said act or other applicable law.

IN WITNESS HEREOF, Purchaser and Seller agree that the Date of this Agreement shall be the date the Seller executes this Agreement.

SELLER:

Gallatin Gateway Rural Fire District

Authorized Signatory

(Signature)

(Print Name)

(Date of Seller's Commencement)

PURCHASER:

(Signature)

(Print Name)

(Date of Purchaser's Offer)

(Signature)

(Print Name)

(Date of Purchaser's Offer)

EXHIBIT A

(Property Description)

Address/Description:

TBD Gallatin Rd. (US 191) & Whiteaker

Legal Description:

CASTLE ROCK TRACT SUB, S33, T04 S, R04 E, Lot
3, ACRES 1.84, PLAT E-45-A

Geocode:

06-0602-33-4-01-02-0000

Assessment Code:

00RIF19221

EXHIBIT B

Updated August 12, 2024

Terms and Conditions of Auction Sale for Real Estate

Address/Description: TBD Gallatin Rd. (US 191) & Whiteaker

Legal Description: CASTLE ROCK TRACT SUB, S33, T04 S, R04 E, Lot 3, ACRES 1.84, PLAT E-45-A

All bidders must register acknowledging they have read and agree to these Terms and Conditions of Auction Sale for Real Estate (herein referred to as the “Terms and Conditions”) as outlined prior to bidding.

Announcements: With the exception of the formal notice issued by Gallatin Gateway Rural Fire District, all announcements made the day of the auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale. Auctioneer and Seller reserve the right to withdraw the property from auction at any time.

Agency: Ballenger Auctioneers, LLC auctioneers, firm, supervising broker, real estate agent and all parties employed by or associated with the Auctioneer will be acting solely as a representative of the Seller.

Auctioneer Rights: All decisions of the Auctioneer are final. The Auctioneer reserves the right to reject any bid or bidder and has the right to accept back-up contracts. In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer.

Additional Seller’s Rights: Seller reserves the right to inspect and review the final signed Buyers’ Auction Purchase and Sale Agreements and upon due diligence, Seller retains the right to reject the high bid if Seller determines the Buyer is unable to fulfill the obligations and terms of the Agreement. A final decision to approve and accept the Agreement will be made at a Seller’s Board of Trustees’ meeting which will be publicly noticed a minimum of forty-eight (48) hours in advance.

Buyer Registration: This auction will be held off-site at 320 Webb Street, Gallatin Gateway, MT 59730. All bidders must register either prior to the auction date or on the auction date. Buyers can register online at www.ballengerauctioneers.com or on auction day. By registering and accepting a number, all bidders agree to abide by all of these Terms and Conditions.

Broker Registration: Broker/Agents must register their client by 4:00 pm on Wednesday, September 25th, 2024 via the Broker Registration Form. The Broker Registration Form is included in this packet and needs to be filled out and emailed back by 4:00 pm on Wednesday, September 25th, 2024 to travis@ballengerauctioneers.com.

A one percent (1.0%) commission of the high bid price will be paid to any properly registered broker whose client purchases the real estate at the auction and closes in full. It is the responsibility of any agent representing a client to have completed and returned the Broker Registration Form by the deadline of 4:00 pm on Wednesday, September 25th, 2024. No registration forms will be accepted at or after the auction.

Bidding Process: (TWO OPTIONS)

Option #1 (Proxy-Bid): Prospective bidders that want to bid using a proxy-bid must first fill out and sign the “Terms and Conditions of the Auction Sale” form. Next, proxy-bidders must submit their proxy-bid by filling out the “Auction Purchase and Sale Agreement”. These forms can be downloaded and printed from our website located at www.ballengerauctioneers.com. Proxy-bidders may also request these forms be sent via email by contacting travis@ballengerauctioneers.com. After filling out and signing these forms, please email them back to travis@ballengerauctioneers.com. These forms must be completed and received back to us by Wednesday, September 25th by 12:00 pm (Noon.)

On auction day we will submit the proxy-bid as the purchase price amount the bidder has filled out on section 3 of the “Auction Purchase and Sale Agreement”. **THE BIDDER MUST INCLUDE A CHECK FOR AT LEAST 10%** of the “Purchase Price” that was provided in the “Auction Purchase and Sale Agreement in section 3. The bidder should make the non-refundable 10% earnest money deposit payable to *Montana Title & Escrow*. **IN ADDITION TO THE EARNEST MONEY, THE BIDDER MUST ALSO PROVIDE A LETTER FROM HIS/HER FINANCIAL INSTITUTION CONFIRMING THE BIDDER IS QUALIFIED TO FINALIZE THIS PURCHASE WITHIN 30 DAYS FROM DATE OF AUCTION.**

To have the proxy-bid considered at the day of the auction the earnest money must be received by the Montana Title & Escrow and communicated to Auctioneer by Wednesday, September 25th, 2024 at 12:00 pm (Noon). The bidder may also mail the earnest money deposit to Ballenger Auctioneers 3032 Farmall St., Bozeman, MT 59718 however, it must be received no later than Wednesday, September 25th at 12:00 pm (Noon). **The bidder must call Travis Ballenger, Auctioneer/Broker at (406) 539-7653 to confirm** receipt of the proxy-bid, Terms and Conditions, letter from the financial institution and earnest money deposit. The proxy-bid may be disqualified by not confirming or submitting all of the required documents.

Bidders will be bidding against other prospective buyers who have left proxy-bids and other prospective buyers that will be bidding in-person. All bidders must register, and will be assigned a bidder number. By registering and submitting a signed “Terms and Conditions of the Auction Sale” all bidders agree to abide by all of the terms and conditions of the document.

All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property “Sold” and the auction has concluded. The bidder’s number is nontransferable.

Option #2 (Live In-Person Bidding): On the day of the auction prospective bidders must fill out and sign the “Terms and Conditions of the Auction Sale” prior to the auction starting at 6:00 pm.

BIDDERS SHOULD ARRIVE EARLY to fill out the required forms. **All bidder must show a Government ID (i.e., driver’s license).**

IN ADDITION TO A PERSONAL OR BUSINESS CHECK IN THE AMOUNT OF THE 10% EARNEST MONEY DEPOSIT, REQUIRED IF THE BIDDER IS THE HIGH BIDDER, BIDDERS MUST ALSO PROVIDE A LETTER FROM THEIR FINANCIAL INSTITUTION CONFIRMING THE BIDDER IS A QUALIFIED BUYER AND ABLE TO FINALIZE THIS PURCHASE WITHIN 30 DAYS FROM DATE OF AUCTION.

Bidders will be bidding against other prospective buyers who have left proxy-bids and other prospective buyers that will be bidding in-person. All bidders must register, and will be assigned a bidder number. By registering and submitting a signed “Terms and Conditions of the Auction Sale” all bidders agree to abide by all of these Terms and Conditions.

All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property “Sold” and the auction has concluded. The bidder’s number is nontransferable.

All Sales are Final: By registering and bidding, the Buyer acknowledges he/she understands and agrees to the terms of the Auction Purchase and Sale Agreement. The Buyer acknowledges he/she has read the Auction Purchase and Sale Agreement and these Terms and Conditions provided by Auctioneer and accepts the Auction Purchase and Sale Agreement without any changes to the pre-printed text. The Buyer must sign all contract documents immediately after the real estate auction.

Representation: Although information has been obtained from sources deemed reliable, neither the Auctioneers, Ballenger Auctioneers, LLC, its representatives, employees, firm, supervising Broker, real estate agent, their attorney’s nor the Seller make any guarantee or warranty of any kind expressed or implied as to the accuracy of the information herein contained.

Disclosure: The vacant lot is owned by Gallatin Gateway Rural Fire District and they have the right to accept or decline any and all bids. Minimum starting bid is \$520,000.

Financing: The purchase is not contingent on obtaining financing or qualification.

No Contingencies: The purchase is also not contingent on an appraisal and the property is being sold as-is so there will be no inspections and no contingency for an inspection.

Please sign below to buyer representations:

- I have read and agree to these Terms and Conditions of Auction Sale for Real Estate as set forth herein.
- I have read, understand and agree to all of the terms and conditions in the Auction Purchase and Sale Agreement.
- I understand that I do not have an agency relationship with Ballenger Auctioneers, LLC, auctioneers, firm, Broker, supervising Broker, real estate agent and all parties employed by or associated with.
- I accept full responsibility for due diligence on the real estate I am bidding on.
- I understand the real estate will be sold "As-Is, Where Is".
- I understand that, in the event I am the successful bidder of real estate, and if I fail to close per the Auction Purchase and Sale Agreement, my earnest money deposit(s) will be forfeited, and other action may be taken against you.
- I hereby acknowledge that the offer is subject to Seller approval.
- In the case of conflict between the Auction Purchase and Sales Agreement and these Terms and Conditions of Auction Sale for Real Estate, the Auction Purchase and Sale Agreement shall control.

CHECK LIST (Please initial)

I've signed the "Terms and Conditions of Auction Sale.

I have read and/or filled out and signed the Auction Purchase and Sale Agreement.

I have a personal or business check for at least 10% earnest money made payable to: MONTANA TITLE & ESCROW.

I have a letter from my bank showing that I am a qualified buyer.

I have a copy of my government ID (i.e., driver's license) to provide.

BY SIGNING BELOW, YOU HAVE ACCEPTED THESE TERMS AND CONDITIONS OF AUCTION SALE FOR REAL ESTATE

Signature: _____

Printed Name: _____

Title (If Business): _____

Company (If Business): _____

Street Address: _____

City, State & Zip Code: _____

Cell Phone: (_____) _____ Work Phone: (_____) _____

Email: _____