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RRE-BRO-LIC-45370

Dear Prospective Buyer:

Thank you for inquiring about the **Commercial Building and Land located at 75 Spanish Peak Drive, Bozeman, MT 59715** owned by the Gallatin Gateway Rural Fire District. The live-auction is scheduled for **Saturday, August 23rd at 12:00PM (NOON)** and the property has a **minimum bid of \$850,000**.

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

Commercial Building and Land 75 Spanish Peak Drive, Bozeman, MT 59715

Auction Date: **Saturday, August 23rd, 2025**

Auction Time: **Starts at 12:00 PM**

Auction Conducted At: **75 Spanish Peak Drive, Bozeman, MT 59715**

Auction Property for sale: **75 Spanish Peak Drive, Bozeman, MT 59715**

Legal Description: Lot 18 of the Amended Subdivision Plat of Tract A of Middle Creek Meadows No. 3, located in the SW1/4 SW1/4 of Section 12, Township 2 South, Range 4 East, Gallatin County, Montana.

Description of Real Estate: **Commercial Building and Land**

0.488 Acres

4,000 Sq ft Building



REAL ESTATE AUCTION

Saturday, August 23rd, 2025 @ 12:00PM (Noon)
75 Spanish Peak Drive, Bozeman, MT 59715

Minimum Required Bid: \$850,000

Property up for sale: 75 Spanish Peak Drive, Bozeman, MT 59715
Auction held at: 75 Spanish Peak Drive, Bozeman, MT 59715



AUCTION PURCHASE AND SALE AGREEMENT

THIS AUCTION PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the 23rd day of August, 2025 ("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"): Lot 18 of the Amended Subdivision Plat of Tract A of Middle Creek Meadows No. 3, located in the SW1/4 SW1/4 of Section 12, Township 2 South, Range 4 East, Gallatin County, Montana.

AUCTION PROPERTY ADDRESS: 75 Spanish Peak Drive, Bozeman, MT 59715

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 **Security Title**, 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 [REDACTED] 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/Broker 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; © 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 © 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 SOLELY 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.

PURCHASER:

(Print Name)

(Signature)

(Date of Purchaser's Offer)

PURCHASER:

(Print Name)

(Signature)

(Date of Purchaser's Offer)

SELLER:

GALLATIN GATEWAY RURAL FIRE DISTRICT

Authorized Signatory

(Print Name)

(Signature)

(Date of Seller's Commencement)

EXHIBIT A

(Property Description)

Property and Sale Location

75 Spanish Peak Drive, Bozeman, MT 59715

Property Description

0.488 Acres

4,000 Sq ft Building

Reserve Price of Auction

\$850,000

Property Legal Description

Lot 18 of the Amended Subdivision Plat of Tract A of Middle Creek Meadows No. 3, located in the SW1/4 SW1/4 of Section 12, Township 2 South, Range 4 East, Gallatin County, Montana.

Geocode: 06-0797-12-3-03-10-0000

Assessment Code: 00RGF20198

EXHIBIT B

Updated May 20, 2025

Terms and Conditions of Auction Sale for Real Estate

Address/Description: 75 Spanish Peak Drive, Bozeman, MT 59715

Legal Description: Lot 18 of the Amended Subdivision Plat of Tract A of Middle Creek Meadows No. 3, located in the SW1/4 SW1/4 of Section 12, Township 2 South, Range 4 East, Gallatin County, Montana.

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 on-site at 75 Spanish Peak Drive, Bozeman, MT 59715. All bidders must register either prior to the auction date or on the auction

date. By registering and accepting a number, all bidders agree to abide by all of these Terms and Conditions.

To register for the auction - REQUIRED ITEMS

- STEP 1: Read the Auction Packet** (Auction Purchase & Sale Agreement, Exhibit A Property Description & Exhibit B Terms and Conditions of Auction Sale)
- STEP 2:** Provide us a **letter from your bank** showing you are a qualified buyer that can complete the sale within 30 days from the date of the auction.
- STEP 3:** Make a **copy of your driver's license** and bring it with you.
- STEP 4:** Read and **fill out and sign Exhibit B "Terms and Conditions of Auction Sale", (i.e. the checklist, your name, address, phone & email)** within the auction packet.
- STEP 5:** Get a **personal or business check** for at least 10% earnest money to be made payable to Security Title (Bring check day of auction to fill out if you are the winning bidder for at least 10% of purchase price)
- STEP 6:** On the day of the auction on Saturday, August 23rd, 2025 arrive between 10am and 11am to provide all of the above info to register for the auction on auction day. The winning bidder is required to fill out and sign the Auction Purchase and Sale Agreement and provide earnest money of at least 10% right after being declared the "Winning Bidder". If not signed and/or no earnest money is received right after being declared the "Winning Bidder" (bidder provided 15 minutes to complete - auctioneer may or may not provide more time) the Auctioneer reserves the right to have the runner up bidder be declared the "Winning Bidder". The Auctioneer also reserves the right to reopen the bidding. The reserve of \$850,000 has to be met before a "Winning Bidder" is declared.

OPTIONAL - IF YOU ARE NOT ABLE TO ATTEND THE LIVE-AUCTION THEN COMPLETE STEPS 1 THROUGH 5 ABOVE AND THE OPTIONAL STEP 7 BELOW TO REGISTER PRIOR TO THE AUCTION.

(OPTIONAL STEP 7): COMPLETE ONLY IF YOU ARE NOT ABLE TO ATTEND THE AUCTION IN PERSON AND WANT TO PARTICIPATE YOU WILL NEED TO ALSO:

- A. **FILL OUT AND SIGN THE AUCTION PURCHASE AND SALE AGREEMENT WITHIN THE AUCTION PACKET - FILL OUT ALL YELLOW HIGHLIGHTED AREAS INCLUDING PURCHASE PRICE.**
- B. **PROVIDE A CHECK MADE PAYABLE TO SECURITY TITLE FOR AT LEAST 10% OF THE AUCTION PURCHASE PRICE THAT YOU WOULD LIKE TO OFFER AS YOUR BID AT THE AUCTION (i.e. if you want to offer \$900,000 and you filled that out as your purchase price then**

you need to write a check made payable to Security Title for at least \$90,000).

- C. IF YOU ARE NOT PLANNING TO ATTEND THEN **YOU MUST GET THESE ITEMS TO THE AUCTIONEER BY FRIDAY, AUGUST 22ND, 2025 AT 4PM.** CONTACT THE AUCTIONEER IN ADVANCE TO SCHEDULE A TIME TO DROP OFF BY 4PM, FRIDAY, AUGUST 22ND, 2025. Contact Travis Ballenger, Auctioneer/Broker at 406-539-7653 OR EMAIL travis@ballengerauctioneers.com. Once you are registered prior to the auction you will receive a confirmation number via email back from the Auctioneer confirming receipt. If you don't receive a confirmation email then call the auctioneer at 406-539-7653.

Broker Registration: Broker/Agents must register their client by 4:00 pm on Friday, August 22nd, 2025 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 Friday, August 22nd, 2025 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 Friday, August 22nd, 2025. No registration forms will be accepted at or after the auction.

Bidding: Bidders will be bidding against other prospective buyers who have either registered for the auction prior to the sale or registered the day of the auction and will be bidding in-person. All bidders must register, and will be assigned a bidder number. By registering and submitting signed "Terms and Conditions of the Auction Sale" all bidders agree to abide by all of these Terms and Conditions. For bidders that will not be attending in-person but registered for the auction and provided all required items the "Auctioneer" will use your Auction Purchase & Sale Agreement purchase price as your proxy bid and bid that amount for you. In the event that multiple proxy bids are submitted for the same highest amount, the first received and properly registered proxy bid will take precedence.

All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares a "Winning Bidder" and the auction has concluded. The bidder's number is non transferable.

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 property for sale at auction 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 \$850,000.

Financing: The purchase is not contingent on obtaining financing or qualification. Closing shall take place at a date which shall be no later than THIRTY (30) days from Auction Date ("Closing").

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, understood and agreed 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/company 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: **SECURITY TITLE**.

_____ 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: _____