

AUCTION TERMS & CONDITIONS

1. All bidders must register and obtain a bidder's number.
2. **DEPOSIT: IN PERSON BIDDER;** A fifteen percent (15%) non-refundable escrow deposit is to be made on sale day with balance due on or before November 16, 2021. A personal or company check with proper ID may be the accepted forms of payment for your escrow deposit. **ONLINE BIDDER;** A personal or company check with proper ID must be delivered to Green River Marina or the United Country Heartland Realty & Auction office at 905 Lovers Lane in Bowling Green, KY no later than Monday, October 18th at 2:00 pm EST. If winning bidder is paying the escrow deposit via wire transfer the proof of remittance from buyer's bank must be emailed by 2:00 PM EST to uheartland@gmail.com. If for any reason Buyer fails to timely execute the Uniform Real Estate Purchase Contract or pay the deposit, Seller has sole discretion, to: (a) pursue all legal and equitable remedies available against Buyer, or (b) declare Buyer's bid to be immediately forfeited, null, and void, without any requirement of notice, and immediately re-sell the Property to another buyer.
3. **POSSESSION:** Possession with balance due and delivery of US Coast Guard Bill of Sale and/or appropriate transfer of title.
4. **BUYERS PREMIUM:** A ten percent (10%) buyer's premium will be added to the final bid price to establish the sales and purchase contract selling price.
5. **DISCLAIMERS:** There are no contingencies whatsoever, including inspections, appraisals or financing. We encourage your personal inspections and due diligence, prior to bidding.
6. **PROPERTY:** All floating vessels/cabins are selling "As Is, Where Is". All cabins will remain at their current assigned slip.
7. **INSURANCE:** We encourage the successful bidder(s) to contact their insurance agent and request they place an insurance binder of their purchase, as you will have an equitable interest in the vessel/cabin by your earnest money deposit.
8. **MAINTENANCE:** Green River Marina is not responsible for maintaining your personal floating cabins.

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9. TAXES/FEES: Real property taxes for 2021 will be prorated as of the closing date. Buyers will be given a six month credit (\$3,300.00) towards their first-year slip rental fees. Balance of fees will be due on March 1, 2022, and in full beginning on October 1, 2022 thereafter. Included in your annual slip fee is: the slip where the cabin is moored, the adjacent slip (to the right is your open slip), water, sewer services, garbage drop-off receptacle and maintenance of the boardwalk and fingers. During the winter months the marina makes regular visual inspections of the docks, fingers, boats and cabins.

10. PURCHASE CONTRACT/SLIP AGREEMENT: All purchasers will be required to sign and agree to the terms and conditions of the Uniform Real Estate Purchase Contract and Slip Rental Agreement-Landlord-Tenant License. [Review these documents online, visit UCHearlandAuctions.com.](#)

11. AUCTIONEER/BROKER/AGENTS/SELLERS DISCLAIMERS: The information contained herein is believed to be correct to the best of the auctioneer's knowledge. The information is being provided for the bidder's convenience and it is the bidder's responsibility to determine the information contained herein is accurate and complete. The cabins are selling in an "As-Is" condition with no warranties expressed or implied.

12. AGENCY: United Country Heartland Realty & Auction, LLC are Agents and Representatives of the Seller. Buyer and or Bidder agrees to hold harmless and indemnify United Country Heartland Realty & Auction, LLC and its Agents and its Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs & fees.

13. ERRORS AND OMISSIONS: All information, "verbal or printed", is from sources deemed reliable. However, the sellers, nor broker/auctioneers, nor closing agents assume any liability for accuracy, measurements, errors or omissions. Once again, we encourage your personal inspections, investigations, all due diligence and complete understanding of the terms and conditions of this sale, prior to bidding.

14. ANNOUNCEMENTS MADE DAY OF SALE TAKE PRECEDENCE OVER ALL PREVIOUS ADVERTISING AND/OR ORAL STATEMENTS.