

HEARTLAND LAND COMPANY

Online Auction Bidders Agreement

I _____ (Buyer) agree to immediately enter into a Purchase Contract if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

- **Vacant Land Real Estate located at 5000 Rd, Elk City, KS, 67344**
 - **Online Bidding Opens on Friday, April 18th 2025 at 6:00pm (CST)**
 - **Online Bidding Closes on Tuesday, May 20th 2025 at 6:00pm (CST)**

By signing below, I agree that I have read and fully understand the Online Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country – Heartland Land Company LLC, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact Sam Voss at the auction company at (913) 526-9369 with any questions regarding the auction, purchase agreement or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in a with reserve online only auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must properly register for this online auction by completing and signing the (Online Bidders Agreement) and returning it to the auction company before placing bids online. The agreement can be scanned and emailed to the auction company at sam@heartlandlc.com. The SELLER at their sole discretion may request additional registration requirements for individuals who are not known by the Seller or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (ie. Internet Auction), bidding shall be opened and begin closing on the dates and times stated above.
- 4) **Property Previews:** Are available by contacting Sam Voss at 913-526-9369. It is recommended to all bidders to personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders.

- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidders ability to obtain financing. By placing a bid in this auction, bidders are making a “cash offer” to purchase the property. Financing is NOT a contingency in the purchase agreement.
- 6) **Buyer’s Premium:** a Five Percent (5%) Buyer’s Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer’s Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into a Contract to Purchase the property immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email a Purchase Contract to Purchase the property. A signed copy of the Purchase Contract must be received by United Country – Heartland Land Company no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Purchase Contract may be (hand delivered or scanned and emailed).
- 8) **Escrow Deposit:** an escrow deposit of **Ten Percent (10%)** of the total contract purchase price (which includes the buyer’s premium) will be wire transferred, or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See the closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before Friday, June 20th, 2025. Closing shall take place at Chautauqua Hills Abstract & Title, Inc. - 149 E Main St, Sedan, KS 67361. Out-of-state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Possession:** possession of the property will be given upon successful closing.
- 11) **Title Insurance:** Title Insurance in the full amount of the purchase price will be provided by the seller. Seller shall pay a prorated amount for 2024 real estate taxes.
- 12) **Online Auction Technology Issues:** Under no circumstances shall Bidder have any kind of claim against United Country – Heartland Land Company, or anyone else if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technological faults and issues which are outside the control of the auction company.
- 13) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

Buyer: Printed Name

BUYERS SIGNATURE

DATE

Spouse: Printed Name

SPOUSE SIGNATURE

DATE

Buyer: Address

Buyer: City / State / Zip

Buyer: Email

Buyer: Phone

(APPROVAL)

Auctioneers Printed Name

Auctioneers Signature

Date