



Auction Terms & Conditions

PLEASE READ AND REVIEW THE REAL ESTATE TERMS THOROUGHLY PRIOR TO BIDDING ON ANY PROPERTY. IF YOU HAVE NOT READ AND UNDERSTAND THESE TERMS, DO NOT BID. BY BIDDING ON THE PROPERTY, BUYER AGREES TO ALL TERMS AND CONDITIONS SET FORTH AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE PROPERTY UNDER THE FOLLOWING TERMS AND CONDITIONS:

All bids are lump sum, not on a per-acre basis. If the property doesn't sell in its entirety to a single bidder, there will be a \$35 per-acre fee to the buyer for a survey. If tract 1 sells separately from tract 2, tract 2 & 3 will have a 50' utility easement reservation along the eastern boundary of Dry Fork Rd. leading to tract 1 for utility access.

Property Location: 5684 Dry Fork Road, Festus, MO 63028

Auction Location: Knights of Columbus, 175 Jersey Lane, Bloomsdale, MO.

Procedure: The property will be sold in the manner resulting in the highest total sale price.

Seller's Acceptance: Property will sell with the high and final bid(s) pending the seller's approval.

Acceptance of Bid Prices: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. Purchase Agreements are available for review prior to the auction.

Buyer's Premium: 10%

Taxes: Taxes will be pro-rated through the date of closing.

Down Payment: 15%

Date of Closing: On or before August 29, 2025.

Possession: Possession is subject to the rights of any tenants in possession.

No Contingencies: This Real Estate contract is not contingent on or subject to Buyer's financing, appraisal, survey or inspections of any kind or any other contingencies as agreed to by bidders at registration prior to bidding.

YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.

Title: Buyer shall pay for title examination fees, title insurance premiums, and all other costs necessary for Buyer to assure themselves as to the sufficiency of the title. Buyer is being advised to have a title examination performed and/or to purchase title insurance. Seller agrees to provide and execute a proper deed conveying merchantable title to



the real estate to the buyer(s).

Zoning & Easements: Property is being sold subject to any and all easements of record. Property is subject to all state and local zoning ordinances.

Aerial Photos, Images and Drawings: These are for illustration purposes only and not surveyed boundary lines unless specified.

Survey: All subdivisions of existing parcels are subject to survey.

Disclaimer & Absence of Warranties: All information contained in this brochure and all related materials is subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller or Auction Company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information presented in the brochure, website and all other mediums is believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. All sketches & dimensions in this brochure are approximate. Except for any express warranties set forth in the sale documents, purchaser(s) assume all risks thereof & acknowledges that in consideration of the other provisions contained in the sale documents, Seller & Auction Company make no warranty or representation, express or implied or arising by operation of law, including a warranty of merchantability or fitness for a particular purpose of the property, or any part thereof, and in no event shall Seller or the Auction Company be liable for any consequential damages. Conduct of the auction & increments of bidding are at the direction & discretion of the auctioneer. All decisions of the auctioneer are final.

Disclaimer: All information included herein was derived from sources believed to be correct but is not guaranteed.

New Data, Corrections, and Changes: Please check for updated information before scheduled auction time to inspect any changes, corrections, or additions to the property information.

Property Inspection: Each potential bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries, and due diligence concerning the property. Further, Seller disclaims any and all responsibility for Buyer's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

Bidder Registration: The person agreeing to these terms is personally responsible for any bids placed on this auction, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Premier Farm Realty Group & Auction will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

Seller Representation: Premier Farm Realty Group & Auction represents the Seller in this transaction.

Age Requirement: All bidders must be at least 18 years of age or older.

Bidder Information & Security: All registration information the bidder provides to Premier Farm Realty Group &



Auction, LLC shall be current, complete & accurate. All bidders are responsible for any bids placed under their bidding numbers. The security of bidder information is the responsibility of the bidder. Bidders must notify Premier Farm Realty Group & Auction, LLC if they believe that their bidder number and password have been compromised.

Technology Disclaimer: Premier Farm Realty Group & Auction, its affiliates, partners, and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Premier Farm Realty Group & Auction, its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during the auction over the Internet or over the phone.

Conduct of the Auction: Premier Farm Realty Group & Auction, LLC reserves the right to reject any and all bids for any reason and also reserves the right to cancel this auction or remove any item or lot from this auction prior to the close of bidding. All decisions of Premier Farm Realty Group & Auction are final.

YOUR BID ON THIS AUCTION INDICATES BOTH AN UNDERSTANDING AND AN ACCEPTANCE OF THE TERMS OF THIS CONTRACTUAL AGREEMENT BETWEEN YOURSELF AND BOTH THE SELLER AND PREMIER FARM REALTY GROUP & AUCTION AND THAT YOU, AS THE BIDDER, ARE PREPARED TO PURCHASE THE PROPERTY UNDER THE TERMS AND CONDITIONS OF THIS AUCTION.

ANY ANNOUNCEMENTS MADE BY THE AUCTION COMPANY AT THE AUCTION PODIUM DURING THE TIME OF THE SALE TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL, OR ANY OTHER ORAL STATEMENTS MADE.