

## **PROCEDURES, TERMS AND CONDITIONS OF THE SEALED BID AUCTION**

**1002 W. Washington Avenue, Polk City, Iowa**

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### **1. BID DEADLINE**

3:00 PM Chicago Time, Tuesday, September 20, 2022 (the "Bid Deadline")

### **2. MAIL OR DELIVER SEALED BIDS TO:**

Rick Levin & Associates, Inc. (RLA)

1434 N. Astor Street

Chicago, Illinois 60610

Office: 312-440-2000

### **3. BIDDER'S INFORMATION**

Bidder's Information containing a description of the property, and other information is available to prospective bidders on our website [www.ricklevin.com](http://www.ricklevin.com). A copy of the form Purchase Agreement that will be used to consummate the sale is available upon request made to RLA.

### **4. BIDDING PROCEDURES**

Sealed bids must be submitted as set forth above in paragraphs 1 & 2 utilizing the applicable Purchase Agreement ("Sales Contract") with a cashier's check in the amount of 10 percent of the Total Contract Purchase Price payable to an entity set forth in the Purchase Agreement on or before the Sealed Bid Deadline. The Sales Contract supersedes all information and obligations as outlined in any other information provided by Auctioneer/Broker and/or Seller, to the extent any information is inconsistent therewith. Once accepted by Seller in writing, the Sales Contract is the only legally binding obligation upon Seller in connection with this Property.

### **5. RESPONSE TO BIDS**

The Property is being offered "with reserve", subject to acceptance by the Seller within the time stated in the Purchase Agreement.

### **6. BUYER'S PREMIUM**

A ten percent (10%) buyer's premium is in effect for this sealed bid auction. Ten percent of your bid price must be added to the bid to determine the Total Purchase Price.

### **7. EARNEST MONEY DEPOSIT**

An earnest money deposit ("Earnest Money") for the Property will be held under the terms of the Purchase Agreement between Seller and the successful bidder. The Earnest Money deposit shall be Ten Percent (10%) of the Total Purchase Price, payable by cashier's check and submitted along with a fully filled out Purchase Agreement PRIOR to the Sealed Bid deadline.

Please see the Sales Contract for more details.

### **8. CLOSING**

Closing shall be approximately 30 days after the acceptance of the bid, unless mutually agreed otherwise. For complete details, please see the Real Estate Sales Contract.

## **9. BROKER PARTICIPATION**

A Participating Broker Fee equal to two percent (2%) of the High Bid will be paid by RLA if and when closing occurs, to a qualified licensed Broker ("Participating Broker") whose client closes a purchase of the property. To qualify for payment of the Participating Broker Fee, a Participating Broker MUST adhere to all the following:

- 1) Be duly licensed as a real estate broker in Iowa in good standing;
- 2) Register their prospect on Participating Broker's letterhead indicating the prospect's name, address, and daytime and evening telephone numbers. The Participating Broker and prospect must each sign the letter acknowledging the Participating Broker's representation. The letter must then be sent by certified mail, return receipt requested, to Rick Levin & Associates, Inc., Broker Registration Dept., 1434 N. Astor Street, Chicago, Illinois, 60610. This letter must be postmarked no later than September 13, 2022.

All registrations accepted by RLA will be acknowledged by email with a Participating Broker Acknowledgment. A broker may not serve as a principal or other participant with respect to a property for which he or she is paid a Participating Broker's Fee. An affidavit will be required stating the Participating Broker is serving only as a broker and not as a principal.

No prospect(s) shall be recognized as a Broker's client if the prospect(s) had previously contacted or been contacted by the owners or their representatives.

If a Participating Broker has not met all of these requirements, no commission will be paid to the Participating Broker even if its prospect purchases the Property.

A complete registration file on all prospects will be maintained by RLA. No oral registrations by Participating Brokers will be accepted. There will be NO EXCEPTIONS to these requirements. Each bidder who registers with a broker shall represent that it has dealt with no other brokers with respect to the property (except for RLA and its agents) and such bidder will indemnify the Seller and RLA against claims by any other broker claiming a fee by reason of having dealt with such bidder.

## **10. PROPERTY CONDITION**

The property is sold on a "as -is" and "where is" basis and the Seller and RLA make no warranties or representations whether express or implied of any kind or nature including, as to the condition thereof. Bidders are encouraged to carefully inspect the property, and all available information relating thereto, before bidding.

## **11. FINANCING.**

This sale is not contingent on Purchaser's ability to obtain financing.

## **12. EXCLUSION OF PROPERTIES.**

Rick Levin & Associates, Inc. and Seller each reserve the right to withdraw the property before or during the auction, and to sell the property prior to the auction without notice.

## **13. ADDITIONAL CONDITIONS**

Seller and RLA reserve the absolute right, in their sole discretion, to amend these Procedures, Terms and Conditions on or before the Bid Deadline. To the extent there is any conflict between the provisions of these Procedures, Terms and Conditions as set forth herein and in the Purchase Agreement; the terms of the Purchase Agreement shall govern.

RLA has the right, in its sole discretion, to postpone or cancel the auction in whole or in part, and to modify or add any terms and conditions of the Sealed Bid Auction and to announce such modifications or additional terms and conditions prior to the deadline for bid submission.

The accuracy and completeness of the information contained in the marketing materials and in the Bidder's Information Package cannot be guaranteed and prospective bidders are advised to independently verify any information they deem important.

EXCEPT AS EXPRESSLY STATED IN THIS PARAGRAPH, THESE PROCEDURES, TERMS AND CONDITIONS DO NOT CREATE ANY LEGAL OBLIGATIONS ON RLA OR THE SELLER. IF RLA OR THE SELLER FAILS TO COMPLY WITH ANY OF THESE PROCEDURES, TERMS AND CONDITIONS FOR ANY REASON, NEITHER RLA NOR THE SELLER SHALL

HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER. THESE PROCEDURES, TERMS AND CONDITIONS NEVERTHELESS ARE BINDING UPON AND MUST BE COMPLIED WITH BY ANY PERSON OR ENTITY SUBMITTING A SEALED BID. SELLER WILL BE BOUND ONLY BY THE PROVISIONS OF THE ACTUAL SALES CONTRACT AS AND WHEN EXECUTED AND DELIVERED BY EACH PARTY THERETO.

DISCLAIMER. INFORMATION CONTAINED IN THE AUCTION BROCHURE, THE BIDDER'S INFORMATION PACKAGE AND WEBSITE HAS BEEN OBTAINED FROM THE SELLER AND OTHER SOURCES DEEMED TO BE RELIABLE. HOWEVER, NEITHER THE SELLER, RLA, NOR THEIR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. NEITHER RLA OR THE SELLER SHALL BE LIABLE FOR ANY ERRORS IN OR CORRECTIONS OF ANY INFORMATION REGARDING THE PROPERTY BEING SOLD. EACH PROSPECTIVE BIDDER MUST UNDERTAKE AND RELY ON HIS OR HER OWN INVESTIGATION OF THE PROPERTY.

**Any on-site inspections prior to August 20, 2022 must adhere to Covid-19 Protocols prior to entering the property.**

**Hallberg Auction and Real Estate**  
**Tel: 1-800-373-2255 Website: <https://hallbergauction.com>**  
**Lic. Iowa Real Estate Broker & Lic. Auctioneer**  
**In Conjunction with**  
**Rick Levin & Associates, Inc.**  
**Tel: 1-312-440-2000 [www.ricklevin.com](http://www.ricklevin.com)**