

**“APPENDIX A TO AUCTION ADDENDUM”**  
**REAL ESTATE AUCTION**  
11 a.m. ~ **Thursday, October 29, 2020**  
1413 Freezeout Lane, Deer Lodge, MT 59722  
And Commercial Building at 408 Main St., Deer Lodge, MT 59722

**TERMS AND CONDITIONS**

**ALL BIDDERS FOR THIS REAL ESTATE AUCTION MUST BE REGISTERED PRIOR TO 1 P.M. Wednesday, October 28, 2020. NO ON-SITE OR LATE REGISTRATION FOR BIDDING WILL BE ACCEPTED UNLESS APPROVED BY SELLER & AUCTION SERVICE.**

**ON-SITE BIDDERS:**

Prospective Bidders must register, utilizing the attached “**Buyer’s Registration Form**”. All Bidders must provide name, address and phone number. By registering, all bidders acknowledge having read and agree to be bound by these Real Estate Auction Terms and Conditions.

**INSPECTIONS:**

This real estate is being sold “as is – where is” with no warranties, guarantees, representations of condition or suitability for any specific purpose, either expressed or implied and it is the responsibility of any Buyer to have completed a home inspection and any other due diligence prior to the auction. For access please contact:

[Text or Call Dawn Hagedorn \(406\)595-3377](tel:4065953377) or email [sold@hagedornauction.com](mailto:sold@hagedornauction.com)

**BIDDER NUMBER:**

All registered Bidders must sign in with Auction Service on Thursday, October 29, 2020 starting at 9:30am to receive Bidder number unless other prior arrangements have been made. Auction starts at 11am onsite at 1413 Freeze Out Lane, Deer Lodge, MT. Valid State Issued Photo ID required.

**BIDDING:**

NO BUYER’S PREMIUM. Hagedorn Auction is NOT charging a ‘Buyer’s Premium’ on the sale of this real property. The winning high bid will be the actual sale’s price with no added costs other than customary real estate closing expenses as outlined in the Buy/Sell Agreement. All Bidding is open to the public without regard to race, color, sex, religion, familial status, handicap or national origin. The sale **is NOT SUBJECT TO SELLER’S ABILITY TO OBTAIN FINANCING.** Auctioneer and Seller reserve the right to reject any or all bids at their sole discretion. The highest Bidder acknowledged by Auctioneer and approved by the Seller will be the “Buyer” of the Real Estate as described above. By participating in this Auction, each Bidder represents warrants and covenants that any bid it makes constitutes an irrevocable contract to purchase the Real Property / Properties for the full amount of the approved highest bid placed by winning Bidder. In the event of any dispute between Bidders, or in the event of doubt on Auctioneers part as to the validity of any bid, the Auctioneer shall have the final discretion to determine the successful Bidder, cancel the sale, or to re-offer and re-sell the property in dispute. If any dispute arises after the sale, the sale record of Auctioneer is conclusive. At Auctioneers discretion, absentee bids, phone bids and internet email bids will be accepted as a convenience to Bidders who are not present at Auction. Auctioneer is not responsible for any error or omission in connection therewith, without limitation, poor connections, and/or reception, dropped calls, recording failures, busy signals and missed calls. Bids will be in U.S. Funds / Currency.

**CONTRACT SIGNING:**

The successful Bidder(s) shall execute the Buy/Sell agreement, which is being made available for review prior to the auction, immediately following the close of bidding (Example Buy/Sell Agreement attached).

Bidder Initials \_\_\_\_\_ / \_\_\_\_\_

**DOWN PAYMENT:**

The successful Bidder(s) shall be required to make a \$10,000 non-refundable down payment on the Freezeout Lane Residential Property and \$1,500 non-refundable down payment on the Deer Lodge Commercial Building at the auction site immediately following the close of bidding. Buyer needs to be prepared to immediately authorize your bank to conduct a wire transfer for your non-refundable down payment to our Hagedorn Auction Account once you are the winning Bidder.

**NO CONTINGENCIES:**

This home is being sold "AS IS – WHERE IS." THIS IS A CASH TRANSACTION WITH NO CONTINGENCIES, INCLUDING WITHOUT LIMITATION, A CONTINGENCY FOR FINANCING & ANY DESIRED INSEPECTIONS MUST BE COMPLETED PRIOR TO THE AUCTION.

**CLOSING:**

Buyer(s) shall close on this transaction NO LATER THAN NOVEMBER 30, 2020. Closing shall occur at the office of the Powell County Title Company in Deer Lodge, Montana. Possession will be delivered at time of closing. All liens shall be satisfied at time of closing from proceeds of sale.

**TITLE INSURANCE:**

Seller shall furnish purchaser with a standard owner's title insurance policy for the purchase price amount, based on the Commitment for Title Insurance which will be issued by Powell County Title Company of Deer Lodge, Montana and provided to each registered bidder as soon as these terms & conditions are signed and submitted.

**REAL ESTATE TAXES and ASSESSMENTS:**

2020 taxes shall be prorated as of the closing date.

**EASEMENTS:**

Sale of said property is subject to any and all easements of sight and of record.

**DISCLAIMERS AND ABSENCE OF WARRANTIES:**

The information in the auction advertising was obtained from sources believed to be accurate but is subject to verification by all parties relying on it. All sketches and dimensions are approximate. No liability for its accuracy, errors or omissions is assumed by the Seller or Auction Service. All Bidders are responsible for conducting their own inspections, investigations, inquiries and due diligence concerning the property. The property is being offered on an "AS IS", "WHERE IS" basis and no warranty or representations, expressed or implied, is made by the Seller or the Auction Service. Any corrections or clarifications to Real Estate description or terms made by Seller through Auction Service's announcements during the auction of this Real Estate take precedence over any previously printed material or any other oral statements made. All information contained in the advertising and all related materials are subject to the terms and conditions outlined in the attached Buy/Sell Agreement.

**REQUIRED FORMS FOR BIDDER REGISTRATION:**

Each of the following documents must be received no later than 1:00 P.M., OCTOBER 28, 2020.

- Accepted Real Estate Auction Terms and Conditions (initial each page)
- Completed / Signed Buyer / Bidder Registration Form
- Completed Auction Services Disclosure

Bidder Initials \_\_\_\_\_ / \_\_\_\_\_

**BUYER / BIDDER REGISTRATION FORM  
REAL ESTATE AUCTION**

11 a.m. ~ **Thursday, October 29, 2020**

1413 Freezeout Lane, Deer Lodge, MT 59722

And Commercial Building at 408 Main St., Deer Lodge, MT 59722

This Registration form must be received no later than **1:00 P.M., October 28, 2020**. Submit this form in one of the following ways

- Mail to: Hagedorn Auction, PO Box 577, Twin Bridges, MT 59754
- Fax to Hagedorn Auction at (855)494-6046
- E-Mail to [SOLD@HAGEDORNAUCTION.COM](mailto:SOLD@HAGEDORNAUCTION.COM)

Buyer / Bidder Name(s) \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_ E-Mail \_\_\_\_\_

Phone \_\_\_\_\_ Phone #2 \_\_\_\_\_

I/We have read and agree to be bound by the "Real Estate Auction Terms and Conditions" as contained herein.

I/We hereby acknowledge that placing a bid at this Auction is a legally binding contract to purchase, and certify that we have financial ability to complete the purchase of the Real Estate on which we are the successful high Bidder at the above referenced Real Estate Auction.

I/We hereby acknowledge and attest that I/We are in possession of and have read and agree to be bound by the Real Estate Auction Terms and Conditions and understand the terms and conditions of this sale.

\_\_\_\_\_  
Bidder Date

\_\_\_\_\_  
Agent for Bidder Date

# HAGEDORN AUCTION SERVICE DISCLOSURE FORM

This real estate sale transaction is a 'FOR SALE BY OWNER' transaction. Hagedorn Auction is not a licensed Real Estate Broker & is working as an auction facilitator FOR THE SELLER in the private sale of their real property. Buyers' interests will be represented by themselves or an agent of their choice paid for solely by the Buyer and outside of this auction agreement. Upon the close of the auction and receipt of Buyers' non-refundable down payments said real estate transaction will proceed solely between the Seller and Buyer.

Hagedorn Auction is only collecting the down payment for the Seller and will disperse it to the Seller at the close of the auction as per their contract with the Seller. Monies will NOT be held in escrow and are non-refundable. The only circumstance where the Buyer could be entitled to a full refund of the down payment would be if the Seller is unable for whatever reason to close their end of the sale. In this case the refund due the Buyer would be the sole responsibility of the Seller collectible by the Buyer directly from the Seller as Hagedorn Auction would have already settled up with the Sellers having completed the auction and all contractual obligations to or for the Seller would then be null and void moving forward.

Bidder is hereby advised not to tell the Auction Service or their owners or representatives anything you do not want the Seller to know.

All information provided, while believed to be accurate, must be verified by the Buyer or agent of their choice to Buyer's satisfaction. Buyer must rely solely on their own inspections of auctioned property.

I/We, the undersigned interested party/ potential bidder/buyer, have read and completely understand and agree to the above status of Hagedorn Auction for the auction of real estate to be held in Deer Lodge, MT on October 29, 2020.

_____	_____
Bidder	Date
_____	_____
Bidder	Date

Bidder Initials \_\_\_\_\_ / \_\_\_\_\_