

AUCTION TERMS AND CONDITIONS

BIDDER NAME: _____ (“Bidder”)

MAILING ADDRESS: _____

WORK PHONE: _____

CELL PHONE: _____

EMAIL: _____

PROPERTY ADDRESS: 40 Martinez Gulch Rd
Clancy, MT 59634, United States
 (“Property”)

AUCTION DATE: ON OR BEFORE April 17 2021 6 p.m. MST

TERMS AS FOLLOWS:

Bidder Registration is Required for this Auction. Community Raisers LLC, a Wyoming limited liability company, d/b/a Luxea Global Auctions, its affiliates, agents, auctioneers and representatives ("Luxea Global Auctions") will present the Property for sale by auction (the "Auction") on behalf of the seller of the Property (the "Seller"). The Auction is only open to those persons who register as “Bidders,” in accordance with these Terms & Conditions (“Terms and Conditions”). These Terms & Conditions, along with the Marketing Agreement, constitute the entire agreement between Seller, Luxea Global Auctions and Bidders. By participating in the Auction, Bidder acknowledges and agrees that Bidder is bound by these Terms & Conditions as well as any additional terms that may be imposed by the Seller or announced prior to or at the Auction by Luxea Global Auctions.

1. **BIDDING.** All bidding is open to the public without regard to race, religion, color, sex, familial status, national origin, disability or sexual orientation or any other factor protected by federal, state or local law. Luxea Global Auctions reserves the right to reject any bid in its sole discretion. The Bidder who submits the High Bid accepted by Luxea Global Auctions will be the buyer of the Property ("Buyer"). The "High Bid" shall mean the highest bid acknowledged by Luxea Global Auctions. By participating in the Auction, Bidder represents, warrants and covenants that any bid it makes constitutes an irrevocable offer to purchase the Property(s) for the full amount of the bid and that once a High Bid is accepted, Bidder is obligated to purchase the Property for the amount of the High Bid. In the event of any dispute between Bidders, or in the event of doubt on the part of Luxea Global Auctions as to the validity of any bid, Luxea Global Auctions will have the final discretion to determine the successful Buyer, cancel the Auction, or to re-offer the subject Property(s) for auction. If any dispute arises after the Auction, the Auction record of Luxea Global Auctions shall be conclusive to determine all bidding issues, including but not limited to the High Bid and the Buyer. Luxea Global Auctions may allow telephonic, absentee, proxy, mobile app and/or Internet bids as a convenience to Bidders. Bidders assume the risk of any errors or omissions in connection with such bids.

2. **BIDDER REGISTRATION; DEPOSIT.** The Auction is only open to members of the public who have properly registered as Bidders pursuant to these Terms and Conditions. To obtain a bidder's paddle, Bidder must (1) register by signing and submitting to Luxea Global Auctions these Terms & Conditions, registration materials, and any required escrow instructions and (2) bring a Cashier's Check for \$10,000 USD (Bidder's Deposit) made payable to **Escrow Agent** on Auction day. There are no exceptions unless otherwise approved by the seller(s). If Bidder is the Buyer, the Bidder's Deposit shall be handled in accordance with these Auction Terms & Conditions and the Purchase and Sale Contract.

3. **BUYER PREMIUM.** A Buyer's Premium in the amount of 10% will be added to the High Bid and will be paid by the successful high bidder. The buyer premium added to the High Bid will be the sum and will equal the Total Purchase Price. Buyer acknowledges and agrees that the Buyer's Premium is deemed earned upon conclusion of the Auction and shall be held by escrow agent and disbursed to Luxea Global Auctions by escrow agent upon closing. If the sale of the Property is not consummated for any reason other than default by the Seller, the Buyer Premium shall nevertheless be due and payable to Luxea Global Auctions. The Buyer Premium is not a real estate commission; it is the fee that Luxea Global Auctions charges to bidders for bringing the Property(s) to auction. Any applicable real estate commissions will be determined by the parties in a separate agreement in escrow. Luxea Global Auctions is not involved in any way in connection with the closing of any real property transaction and all such functions will be handled exclusively by third party real estate brokerage or legal professionals.

4. Intentionally Left Blank.

5. **BID ACCEPTANCE; COMPLETION. THIS PROPERTY IS BEING SOLD TO THE HIGHEST BIDDER.** Once the High Bid is accepted, the Buyer is declared, and the Auction closed, Buyer will be required immediately to 1) execute the Purchase and Sale Contract (the "Contract"), Escrow Instructions and other documents required by the Closing and Escrow Agent, and 2) to initiate a wire transfer in the amount necessary to meet 10% of the Purchase Price (the "Deposit"), no later than by the close of business on the Auction Date or next business day. Bidder understands that its failure to perform either of these requirements will result in forfeiture of the Bidder's Deposit.

6. **PURCHASE AND SALE CONTRACT.** The Contract is an As-Is Contract. It is available for review by all Bidders prior to the Auction. Bidders are encouraged to request and review the Contract in advance. The terms of the Contract are not negotiable upon being declared the Buyer. The Contract has been modified to correspond with these Terms of Sale. The Buyer agrees to sign the Contract immediately after the Auction. As between Buyer and Seller, the Purchase and Sale Contract supersedes any and all other documents or information (including without limitation these Terms & Conditions) and serves as the definitive document for the purchase and sale of the Property(s). Luxea Global Auctions is not a party to the Purchase and Sale Contract. Luxea Global Auctions does not guarantee that any sale of the Property will be consummated. The term "Purchase Price" shall mean the High Bid, excluding the Buyer Premium and any other amounts payable by the Buyer pursuant to the Contract such as closing costs, escrow/closing fees, property taxes, insurance, transfer fees/taxes.

7. **CLOSING.** The Buyer must sign Contract and ancillary documents on the day of the Auction and will be required to make an appointment with a closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur within thirty (30) days and no earlier than 15 days from Condo

Documents Receipt Date. The date of closing the purchase of the Property between Buyer and Seller shall be the "Closing Date" set forth in the Contract, which shall be no later than (30) days from the Auction Date, unless modified in writing and signed by the parties. In the event the parties agree to an extension of the closing date; Luxea Global Auctions' Fee shall remain due no later than thirty (30) days from the Auction Date.

10. CLOSING AND ESCROW AGENT; CLOSING COSTS. Closing and escrow services shall be provided exclusively by at Buyer's expense ("Escrow Agent"). Luxea Global Auctions does not provide closing services. The Buyer shall pay all closing costs for residential sales in the county where the Property is located. Closing costs shall include documentary stamps, transfer taxes, and title insurance.

8. DEFAULT. Failure to comply with these Terms & Conditions by the Buyer will result in a default being declared and the Deposit and Buyer Premium being retained by Seller in addition to other equitable and legal remedies under applicable law all of which are reserved.

9. AUCTION PROCEDURES. Open and verbal announcements made at the Auction will take precedence over all printed material. Seller reserves the right at its sole discretion to accept or reject any offers made before the Auction begins. Method, order of sale, and bidding increments shall be at the sole discretion of the Luxea Global Auctions. Auction does not begin until Luxea Global Auctions accepts the first bid on the day of the Auction. LUXEA GLOBAL AUCTIONS AND SELLER RESERVE THE RIGHT TO MODIFY OR AMEND ANY TERMS OF THE AUCTION, THE AUCTION METHOD OR PARTICULAR CONDITIONS OF THE AUCTION UPON ANNOUNCEMENT PRIOR TO OR DURING THE COURSE OF THE AUCTION. SELLER RESERVES THE RIGHT TO OFFER THE PROPERTY(S) FOR SALE IN ANY MANNER OR METHOD.

Luxea Global Auctions may, in the event of any dispute between bidders, determine the successful bidder or reoffer the subject Property for auction. Should there be any dispute after the Auction, Luxea Global Auctions' record of the High Bid, and the Purchase Price shall be conclusive to resolve the dispute. Luxea Global Auctions reserves the right to withdraw the Property before or at the Auction in its sole discretion and shall have no liability whatsoever for such withdrawal.

10. PROPERTY INSPECTION. Prospective buyers are encouraged to personally inspect the Property prior to Auction day. Bidder assumes all risks associated with such inspection. Buyers are solely responsible to verify any information they deem important to the purchase of the Property. Luxea Global Auctions and Seller make no guarantees or warranties as to the condition of the Property and assume no liability for any errors or omissions contained in any advertising or promotion of the Property, whether they are written, oral or otherwise stated. The Property is being offered in its "AS-IS, WHERE-IS" condition, with no guarantees or warranties whatsoever. Although information has been obtained from resources deemed reliable, neither Luxea Global Auctions nor Seller makes any guarantee as to the accuracy of any such information. In connection with any due diligence, inspection, visit and/or investigation of the Property(s) by Prospective Bidders, Bidders and or any person/entity/representative acting on their behalf (the "Inspectors"), the Prospective Bidders, Bidders, and Inspectors shall (a) ensure that the Property(s) is kept free and clear of liens, (b) ensure that any and all damage arising from such inspection is repaired, and (c) indemnify, defend and hold Seller and Luxea Global Auctions harmless from all liability, claims, demands, damages and/or costs directly or indirectly arising there from. Inspectors shall carry, or require anyone acting on Inspector's behalf to carry, policies of liability insurance, workers' compensation and other applicable insurance, defending and protecting Seller and Luxea Global Auctions from liability for any injuries to persons or property occurring during any inspection of the Property(s).

11. **DISCLAIMER.** Bidder acknowledges and agrees that Bidder is bidding for and, when the High Bidder is confirmed by the Luxea Global Auctions, will acquire the Property, including the improvements constructed thereon and all appliances and building systems, in its state and condition as of Auction Date, with all defects, both patent and latent, and with all faults, whether known or unknown, presently existing or that may hereafter arise (to the fullest extent allowed by applicable law). Bidder acknowledges and agrees that Luxea Global Auctions has not made, does not make and specifically negates and disclaims any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the property, including without limitation: (a) the value, nature, quality or condition of the property, including, without limitation, the water, soil and geology; (b) the income to be derived from the Property, if any; (c) the suitability of the Property for any and all purposes, activities and uses which bidder may conduct thereon; (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (f) the manner or quality of the construction or materials, if any, incorporated into the Property; (g) the manner, quality, state of repair or lack of repair of the Property; (h) the existence of any view from the Property or that any existing view will not be obstructed in the future; (i) any other matter with respect to the Property, (j) the structural integrity of any improvements on the Property, (k) the conformity of the improvements to any plans or specifications for the Property that may be provided to Bidder, (l) the conformity of the Property to applicable zoning or building code requirements, the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the land or any buildings or improvements situated thereon, (n) whether the Property is located in a special studies zone under the public resources code or a seismic hazards zone or a state fire responsibility area, or a special flood hazard zone or (o) the presence of termites or other pests and any damage to the Property and/or its improvements that may have occurred as a result. Bidder acknowledges that the Property and its improvements may not be in compliance with applicable zoning, building, health or other laws or codes, and Luxea Global Auctions has not occupied the Property and the Property may not be in habitable condition. Bidder further acknowledges and agrees that, without limitation, Seller and Luxea Global Auctions have not made, do not make, and specifically disclaim any representations regarding compliance with the ADA or with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, as defined by the U.S. EPA regulations or the disposal or existence, in or on the properties, of any hazardous substance, as defined by the CERCLA of 1980, as amended, and regulations promulgated thereunder. Each prospective bidder and anyone claiming by, through or under the same hereby fully and irrevocably release seller and Luxea Global Auctions, and their respective affiliates, employees, officers, directors, representatives, attorneys and agents, from any and all claims that he/she/it or they may now have or hereafter acquire against sellers and/or Luxea Global Auctions, and/or their respective affiliates, employees, officers, directors, representatives, attorneys and agents, for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or relating to the conduct of the auction and/or the condition of the property, including but not limited to any construction defects, errors, omissions or other conditions, including but not limited to environmental matters, affecting the property, or any portion thereof. this release includes claims of which prospective bidder is presently unaware or does not presently suspect to exist in his/her/its favor which, if known by prospective bidder, would materially affect prospective bidder's release of sellers and Luxea Global Auctions. Each prospective bidder should consider these matters when registering as a bidder and before placing bids. **BIDDER ACKNOWLEDGES THAT THIS RELEASE AND DISCLAIMER IS INTENDED TO BE VERY BROAD AND BIDDER EXPRESSLY WAIVES AND RELINQUISHES ANY RIGHTS OR BENEFITS IT MAY HAVE UNDER ANY STATE OR FEDERAL LAW OR LEGAL PRINCIPLE DESIGNED**

TO INVALIDATE RELEASES OF UNKNOWN OR UNSUSPECTED CLAIMS TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

12. FURNISHINGS. Furnishings are NOT included as part of the sale.

13. TITLE. Seller will convey good and marketable fee simple title in accordance with the Contract.

14. NO FINANCING CONTINGENCY; NO INSPECTION CONTINGENCY; AS-IS PROPERTY. Buyer's purchase of the Property is a cash transaction with no financing contingency and no inspection contingency. Buyer's purchase of the property is an As-Is transaction.

15. TIME. Calendar days shall be used in computing time periods, unless otherwise directed herein. Any time periods provided for in these Terms and Conditions, which shall end on a Saturday, Sunday, or national legal holiday (5 U.S.C. 6103) shall extend to 5:00PM (where the Property is located) of the next business day. **TIME IS OF THE ESSENCE IN THESE TERMS AND CONDITIONS.**

16. CANCELLATION/POSTPONEMENT. Luxea Global Auctions and Seller reserve the right to cancel, postpone or withdraw the Property before or up to the start of the Auction. Luxea Global Auctions and the Seller reserve the right to offer the Property in any manner and reserve the right to sell the property in any manner up to the start of the auction. Luxea Global Auctions and Seller reserve the right to alter, modify, or change any of the terms or this sale at its sole discretion before or at the start of the Auction. The Auction starts when the auctioneer accepts the first bid on the day of auction. All announcements made from the Auction block shall take precedence over any previously printed material or any other oral statements made.

17. APPLICABLE LAWS. The respective rights and obligations of the parties with respect to these Terms & Conditions and the conduct of the Auction shall be governed, enforced and interpreted by the laws of Nevada without regard for conflicts of law principles.

18. CONSENT TO PUBLIC COMMUNICATIONS. Each attendee of the Auction shall be deemed to have consented to the issuance of press releases and other public communications by Seller, Luxea Global Auctions and/or their agents regarding the Auction and the Property offered or sold at the Auction. By executing these Terms & Conditions each attendee of the Auction authorizes and consents to the recording of such attendee's participation and appearance on video tape, audio tape, film, photograph or any other medium and the exhibition or distribution of such recording without restrictions or limitation for any promotional purpose which Luxea Global Auctions and those acting pursuant to its authority, deem appropriate. Bidder hereby releases and discharges Luxea Global Auctions, its officers, employees and agents, from any and all claims and demands arising out of or in connection with the use of such photographs, film or tape, including but not limited to any claims for defamation or invasion of privacy or rights to publicity.

19. LIMITATION OF LIABILITY. Neither Luxea Global Auctions nor Seller shall be liable for any damages of any type or nature (whether in contract, tort or Otherwise) sustained or claimed by any Bidder or any other person or entity in connection with the Auction and/or the sale of any Property and/or the failure of any party to complete the sale of any Property. Without limiting the foregoing, in no event shall Luxea Global Auctions' liability to any Bidder for any act or omission occurring in connection with the Auction exceed the amount that such Bidder has actually paid to Luxea Global Auctions as a deposit or as payment for a particular Property. Offers made at the

Auction are void where prohibited by law.

20. NOT AN OFFER TO SELL; SOLICITATION ONLY. Any marketing or promotional information regarding the Properties shall not constitute an offer to sell or a solicitation of any offer to buy any of the Properties referenced herein. In addition, and without limiting the foregoing, any website, advertisement or brochure shall not constitute an offer to sell or a solicitation of any offer to buy nor shall there be any Auctions of any of the Properties in any state in which such offer, solicitation, or Auction would be unlawful. Offers made at the Auction are void where prohibited by law.

21. THIRD PARTIES. Luxea Global Auctions and/or Seller may provide and/or designate certain third parties to provide ancillary services in connection with a Property Auction. Any such designations do not constitute an endorsement by Luxea Global Auctions or Seller of such third-party service providers, or the products, or services of such third parties. These third parties operate independently of Luxea Global Auctions and Seller and have established their own terms and conditions and policies. Bidder acknowledges and agrees that Luxea Global Auctions and Seller are not responsible for any damages or losses caused or alleged to have been caused by the use of any Third-Party Services.

22. SEVERABILITY. If any provision of these Terms & Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible to affect the intent of these Terms & Conditions, and the remainder of these Auction Terms & Conditions shall continue in full force and effect.

23. ENTIRE AGREEMENT. These Terms & Conditions constitute the entire agreement between Luxea Global Auctions and Bidder regarding its subject matter and supersede and replace any and all prior or contemporaneous agreements between the parties regarding such subject matter.

24. DISPUTE RESOLUTION / ARBITRATION: ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN OR AMONG THE PARTIES ARISING OUT OF THE RELATIONSHIP OF THE PARTIES, INCLUDING WITHOUT LIMITATION THIS AGREEMENT, SHALL BE RESOLVED BY SUBMITTING SUCH DISPUTE TO ARBITRATION BEFORE A MUTUALLY ACCEPTABLE ARBITRATOR WHO WILL RENDER A DECISION BINDING ON THE PARTIES WHICH CAN BE ENTERED AS A JUDGMENT IN COURT PURSUANT TO NRS 38.015, ET SEQ. SUCH BINDING ARBITRATION SHALL BE THE EXCLUSIVE REMEDY FOR RESOLUTION OF ANY AND ALL DISPUTES ARISING OUT OF THE RELATIONSHIP OF THE PARTIES, INCLUDING WITHOUT LIMITATION, THIS AGREEMENT. THE EXCLUSIVE VENUE FOR SUCH ARBITRATION SHALL BE CLARK COUNTY, NEVADA. THIS AGREEMENT SHALL BE INTERPRETED AND ENFORCED ACCORDING TO THE LAWS OF THE STATE OF NEVADA. IF ANY SUCH ARBITRATION IS INITIATED, THE SUCCESSFUL OR PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN CONNECTION WITH THE ARBITRATION, IN ADDITION TO ANY OTHER RELIEF TO WHICH THE PARTY MAY BE ENTITLED.

INITIALS CONSENTING TO DISPUTE RESOLUTION / ARBITRATION PROVISION:

Auctioneer: _____

Bidder: _____

25. **FORUM SELECTION CLAUSE / CHOICE OF LAW:** The parties hereby agree that all disputes arising out of or among the parties or arising out of the relationship of the parties, including without limitation, this agreement, shall be subject to the foregoing arbitration provision in paragraph 25 hereto, and that all such arbitration proceedings shall be filed and arbitrated in Clark County, Nevada. The parties agree that Clark County, Nevada, shall be the exclusive forum for resolution of any and all such disputes. In connection with the foregoing, the parties hereto irrevocably consent to the jurisdiction and venue of such court and expressly waive any claims or defenses of lack of jurisdiction of or proper venue by such court.

26. **NO THIRD PARTY BENEFICIARY:** This Agreement is not intended to and shall not be construed to give any third party any interest or rights, including without limitation, any third party beneficiary rights, with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

27. **FORCE MAJEURE:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as “Force Majeure”), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

28. **BENEFIT OF COUNSEL:** The Parties warrant that they have read the entire Agreement, understand its terms, and, in addition, have received or had the opportunity to receive independent legal advice from counsel to the extent they consider it warranted as to the advisability of executing this Agreement and with respect to all matters contained herein.

THIS PROPERTY IS SUBJECT TO PRE-AUCTION OFFERS AND SALE AND/OR

DIRECT SALE PRIOR TO AUCTION – CALL

LUXEA GLOBAL AUCTIONS IS NOT ACTING IN ANY CAPACITY AS A REAL

ESTATE AGENT OR BROKER FOR ANY BIDDER, BUYER OR SELLER.

LUXEA GLOBAL AUCTIONS IS ONLY AN AUCTION MARKETING AGENT FOR THE SELLER

By signing below, I have read, understood and agree to the above Auction Terms & Conditions and understand that the Auction Terms & Conditions shall be made part of the Purchase and Sale Contract for the purchase of this Property(s). I will not claim any exceptions to the procedures outlined in this document unless made in writing & signed by Seller.

Bidder Signature _____

Print Name _____

Date _____