



1330 Main Street • Longmont, CO 80501 • 970.623.6999 • www.AuctionBlvd.com

TERMS & CONDITIONS

LIVE AND ONLINE
REAL ESTATE AUCTION

Hunt Investment Company LLC
& Estate of Rick Hunt

70+/- Acres – Archery Shop – Cell Tower
Construction Building

Properties will be sold Individually and in Combinations

3890 County Road 174
Parker/Elizabeth, Colorado

Auction Date
OCTOBER 13, 2018
10:00 A.M.



Excellence in Real Estate Marketing!

An Important Closing Deposit Reminder From Auction Boulevard LLC

This auction is an as-is sale not contingent on or subject to financing, appraisal, survey or inspections of any kind, as agreed to by bidders at registration prior to bidding, and specified in the attached “Contract to Buy and Sell Real Property. “

Per the contract, **‘time is of the essence’**; you must close the transaction on or before November 20, 2018. If your closing is delayed for any reason, by you, as purchaser, or other parties working on your behalf, including any lender you involve—you may be declared in breach of the contract, forfeit all deposits made, and could be additionally liable for any and all costs incurred by the Seller and Auction Boulevard LLC in a subsequent resale of the property.

In the event a winning bidder fails to submit the signed “Contract for Sale of Real Property” and earnest money deposit as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$2,500.00 on the credit card provided at auction registration. All administrative fees are non refundable. Additional default remedies are reserved by Auction Boulevard LLC and the Seller as provided in the Auction Terms & Conditions and the “Contract for Sale of Real Property”.

Bid with confidence, but please do not delay your closing!

Helpful Tips to Keep in Mind Before & During Your Bidding Process

1. Bidding confirms you've inspected the property and read and agreed to the terms of sale in the Contract to Buy and Sell Real Property — **DO NOT BID unless you have done this!**
2. Auction Boulevard LLC reserves the right to remove or cancel the bids and or bidding privileges of the party at any time deemed not to be in the best interest of the seller.
3. Anything the seller or we know about properties has been disclosed in the published materials. All properties are sold "as-is" without any further inspections or repairs.
4. You must make an earnest money deposit and execute the Contract for Sale of Real Property within 24 hours of receipt of your contract package from Auction Boulevard LLC.
5. You must close on the transaction on or before November 20, 2018— there are no financing or inspection contingencies or other delays allowed.
6. You are not allowed possession of the property until after closing. **NO EXCEPTIONS.**
7. You will also be responsible for all of the closing costs.
8. Parcels are subject to removal from the auction should unforeseen circumstances arise.
9. Again, please read and review the terms and conditions of the Contract to Buy and Sell Real Property. It is the document that controls this auction.

Frequently Asked Questions

Is this an Absolute Auction or does it require the seller to approve the winning bid? This property is being sold for Hunt Investment Company LLC & the Estate of Rick Hunt through the Special Administrator and Personal Representative who are motivated to sell all assets of the estate. All properties are offered subject to seller confirmation/approval of the final bid price. This method allows the seller to reserve the right to accept or decline any bid placed on the property. Seller is highly motivated to sell. The seller has elected to use the auction method to reduce their time in the market and convert the property to immediate cash. Bid with confidence!

Can I use bank financing? Yes, however, there are no contingencies to these sales (i.e. financing, appraisal, repairs or inspections). Therefore, you should be pre-qualified by a lender prior to bidding if you require financing. Each property is being sold "as-is, where-is" with a closing deadline of November 20, 2018.

Can I use my own attorney/title company to examine title? Yes, however, the terms of the auction and contract will govern the sale, specifically the designated Settlement Agent will conduct the closing and the buyer will pay said closing fees as indicated. Buyer may seek representation from other sources at their own expense.

Am I responsible for the property before closing? No.

TERMS AND CONDITIONS

CONTRACT FOR SALE OF REAL PROPERTY: Contracts will be drawn by Brown Dunning Walker PC as legal counsel for the seller. Contracts are available prior to auction and/or read online at www.AuctionBlvd.com. This property is offered under the specific terms provided in the contract. The Contract to Buy and Sell Real Property is available at www.AuctionBlvd.com, located in the "Documents" section of this listing. Please read and review the contract thoroughly prior to bidding on any property. If you have not read and reviewed the Contract to Buy and Sell Real Property, Do Not Bid!

BIDDER VERIFICATION: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Auction Boulevard will reject the registration, and bidding activity will be terminated.

TERMS: At the close of the auction, successful bidder shall execute a specific performance, no contingency, contract and shall provide a non-refundable earnest money payment, in the amount of \$10,000.00 (for properties sold for \$300,000.00 and under), \$25,000.00 (for properties sold for \$301,000.00 to \$600,000.00), \$40,000.00 (for properties sold for \$601,000.00 to \$1,000,000.00), and \$50,000.00 (for properties sold for \$1,000,001.00 or higher), and \$100,000 (for any bidder buying multiple properties) in the form of cash, cashier's check, certified check, good personal or business check, payable and delivered to Auction Boulevard. The entirety of the remaining balance is due at closing as stipulated in the Contract to Buy and Sell Real Property.

Should the winning bidder be an online bidder, at the close of the auction a contract shall be emailed to successful bidder who shall execute the specific performance, no contingency, contract and shall provide a non-refundable earnest money payment, in the amount of \$10,000.00 (for properties sold for \$300,000.00 and under), \$25,000.00 (for properties sold for \$301,000.00 to \$600,000.00), \$40,000.00 (for properties sold for \$601,000.00 to \$1,000,000.00), and \$50,000.00 (for properties sold for \$1,000,001.00 or higher), and \$100,000.00 (for any bidder buying multiple properties) in the form of cashier's check, certified check, good personal or business check, payable and delivered to Auction Boulevard within 24 hours of the close of the auction. The entirety of the remaining balance is due at closing as stipulated in the Contract to Buy and Sell Real Property. Purchaser shall be responsible for all wire transfer fees.

Successful bidders not executing and returning their contract with earnest money deposit within 24 hours of receiving a contract will be considered in default and charged an Auction Administrative Fee.

CONDITIONS: In the event of any dispute, the auctioneer's decision is final. The auctioneer reserves the right to accept bids in only the increments he feels are in the best interest of the seller. Any announcements made at the start of or during the auction will supersede any printed materials or previous statements.

BUYER'S PREMIUM: A 10% buyer's premium will be added to the bid price to determine the final contract price. Buyer's Premium Example:

Bid Price: \$100,000.00

Plus 10% Buyer's Premium: \$10,000.00

Total Contract Price: \$110,000.00

AUCTION ADMINISTRATIVE FEE: In the event a winning bidder fails to submit the signed "Contract to Buy and Sell Real Property" and deposit earnest money as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$2,500.00 on the credit card provided at auction registration. Additional default remedies are reserved by Auction Boulevard LLC and the Seller as provided in the Auction Terms & Conditions and the "Contract to Buy and Sell Real Property". **All administrative fees are non refundable.**

CLOSING: Time being of the essence, this sale shall be closed on or before November 20, 2018. The seller will pay for preparation of the deed of conveyance, and all ad valorem taxes up to the date of closing. HOA fees and condominium assessments, if any, will be prorated up to the date of closing. Closing fees will be split ½ buyer, ½ seller. The purchaser will pay all other closing costs associated with this sale.

PROPERTY INSPECTIONS / SHOWINGS: Open House / Property Inspection available October 6, 2018, 3:00pm – 5:00. Bidders understand they are bidding based on their personal inspection of the property. If they have not inspected the property prior to the auction, they are waiving their right to inspection and are bidding at their own risk.

BROKER PARTICIPATION: Bidder understands that if they are represented by a Realtor/Real Estate Broker, that Broker must have registered bidder, stating that Broker represents bidder as his/her client, at least one day prior to the auction. Bidder understands that Broker Participation Form must be signed by both bidder, as the buyer, and by the Broker. Bidder understands that Broker or their representative must attend the auction with bidder to qualify for commission. A three percent (3%) bid price commission is available to properly registered brokers. A Broker Participation Form with complete instructions is located at the bottom of these Terms and Conditions. The Broker Participation Form must be hand carried or submitted via email to Auction Boulevard, according to the terms set forth in the Broker Participation Form. Bidder also understands that if bidder is a Broker, bidding on this property for themselves, their family, or their brokerage, they do not qualify for commission.

AGENCY DISCLOSURE: In all transactions, the auctioneer is acting as agent for the seller, not as buyer's agent.

DISCLAIMER: This is a sale by a decedent's Estate of property owned directly or indirectly by the decedent. Neither the Estate nor the Auctioneer has knowledge or experience with the property sufficient to make representations as to the condition thereof, and therefore neither the seller nor the Auctioneer make any representations as to the condition of the properties. Auctioneer is not aware of any material facts that would make the information contained in the information provided incorrect, without any duty of independent investigation. The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold 'AS IS' with any and all faults. Please review all information supplied, and seek appropriate assistance prior to bidding. Auction Boulevard LLC is not responsible for seller's inability to close. Earnest money checks will be deposited to our trust account and credited to Buyer at closing. Buyer should perform all "due diligence" prior to bidding. No financing, inspection, title review, or other contingencies will exist on the real estate contract. Contracts will be drawn by Brown Dunning Walker PC as legal counsel for Seller. Contracts are available prior to auction online at www.AuctionBlvd.com. All auction properties are sold AS-IS,

WHERE-IS AND WITH ALL FAULTS, in their current condition. All measurements, descriptions, and statements in any printed material, at the open houses or during the auction are approximate only. Square footage is according to assessor records. Title insurance has already been placed and is available for inspection.

CHOICE OF LAW: This agreement shall be construed in accordance with the laws of the State of Colorado, and any legal action or proceeding concerning this agreement shall be brought in the City and County of Denver, Colorado. The substantially prevailing party shall recover its legal fees and costs from the substantially non-prevailing party.

INCONSISTENCIES: To the extent the provisions of the Contract to Buy and Sell Real Property and the provisions hereof or in any other bidding and auction materials, the provisions of the Contract to Buy and Sell Real Property shall control.

BUYER/BIDDER BROKER PARTICIPATION RULES

A commission will be paid based on the following schedule to any properly licensed real estate broker whose Buyer/Bidder is the successful purchaser for this property and who actually closes and pays the Total Contract Sale Price for this property.

THREE PERCENT (3%) commission will be paid on the opening bid amount shown on the BROKER REGISTRATION FORM attached herewith or available upon request. IF AN OPENING BID IS NOT WRITTEN ON THE BROKER PARTICIPATION FORM, THEN A **ONE PERCENT (1%)** COMMISSION WILL BE PAID TO THE BROKER ON THE SUCCESSFUL HIGH BID. THE MAXIMUM BROKER PARTICIPATION WILL NOT EXCEED **THREE PERCENT (3%)** OF THE HIGH BID.

TO EARN THE FOREGOING APPLICABLE COMMISSION, **BUYER BROKER MUST:** REGISTER HIS/HER BUYER/BIDDER BY FILLING OUT THE BROKER REGISTRATION FORM, **IN FULL**, WHICH MUST BE EMAILED TO AUCTION BOULEVARD, TO BE RECEIVED NO LATER THAN 48 HOURS PRIOR TO THE AUCTION DATE. BROKER REGISTRATION FORMS SENT DIRECTLY TO SELLER **WILL NOT BE HONORED.**

1. BROKER must show the property in person to his/her Buyer/Bidder.
2. BROKER information must be completed even if Buyer/Bidder is bidding online
3. BROKER agrees that BROKER will not claim any exceptions to the foregoing procedures unless made in writing and signed by the SELLER.
4. BROKER agrees that no oral registration will qualify BROKER for commission.
5. BROKER agrees that BROKER will not be entitled to a commission, if BROKER or any member of BROKER'S family or firm participates, as a principal at the Auction. BROKER shall give an affidavit to this effect, if requested.
6. BROKER may only register one Buyer/Bidder for each auction event.
7. BROKER agrees that BROKER'S commission will be due upon final closing of the purchase by his/her Buyer/Bidder with all consideration paid in full.
8. BROKER agrees that commission will ONLY be paid at time of closing and will be disbursed by Title Company.
9. BROKER agrees that he/she shall hold harmless indemnify Auction Boulevard including its reasonable attorney's fees, from any and all claims with regard to such commission.
10. Register prospective buyers for specific properties, prior to any inspection of the property by the buyer. Broker must complete and submit the entire registration, and email back to doug@AuctionBlvd.com, or by mail, or drop off at our office @ 912 Kimbark Street, Longmont, CO 80501
11. Colorado Law requires a copy of Buyer Broker Agreement to be attached.

No broker will be recognized on a prospect who has previously contacted Seller or Auction Boulevard or has been previously contacted by the Seller or Auction Boulevard. A complete registration file on all prospects will be maintained. All registrations accepted by Auction Boulevard will be acknowledged via email. ***There can be NO EXCEPTIONS to this procedure and no oral registrations will be accepted.***

BROKER REGISTRATION FORM

BUYER OFFERS THE FOLLOWING OPENING BID: \$ _____

Principal Broker:	
Real Estate Lic #:	
Fed ID #:	
By my signature below I certify that I, nor any member of my family or firm are participating as a principal at the auction.	

Buyer Information	
Name:	
Company:	
Address:	
City:	
State:	
Zip:	
Phone:	
Fax:	
Email:	

Signature of Broker:	Date:
Signature of Bidder/Buyer:	Date: