



## State Route 78 Auction Terms

The following is a summary of the Terms and Conditions for this auction of real estate located at and/or identified as 8100 St Rt 78 Caldwell OH 43724 (the "Property"), Morgan County parcel 090-000-803-1 being 51.39 acres.

By participating in this auction, the Bidder acknowledges, agrees, and accepts that the Bidder has fully read, understands, and consents to be bound by all of the following Terms and Conditions.

This auction has an undisclosed reserve price. If the highest bid meets or exceeds the reserve price, the highest bidder will execute the real estate purchase agreement. The Real Estate Purchase Agreement and title documents are available for review prior to bidding under the "Documents" tab of the auction website. No revisions to the Purchase Agreement will be permitted.

**Auctioneer:** Tristden Bauer, Merlin Hershberger, Steve Chupp and Bauer Realty & Auctions, LLC represent the Seller only.

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### **AUCTION PROCEDURE**

- All bids are legally binding for 24 hours following the close of the auction.
- The auction will begin closing on March 14th, 2026, at 1:00 PM EST. Bidding will remain open on this property until 5 minutes have passed without receiving a bid. This soft close ensures fairness and allows the highest bidder to win. Auctioneer reserves the right to shorten or extend this time.
- You are NOT bidding by the acre. Bidding is for a lump sum total dollar amount for the property.

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### **BUYER'S PREMIUM & PURCHASE PRICE**

- A 10% Buyer's Premium will be added to the winning bid to calculate the Total Purchase Price. All bid amounts displayed on the auction website DO NOT include the Buyer's Premium.
- The winning Bidder is legally bound to purchase the Property and agrees to pay the Total Purchase Price, consisting of:
  - Winning Bid amount
  - Plus 10% Buyer's Premium
  - Plus 50% of the standard title company closing fees

- ○ Plus 50% of the Owner's Policy of Title Insurance

## **NON-REFUNDABLE DEPOSIT**

- The winning bidder shall tender a non-refundable deposit equal to ten percent (10%) of the Total Purchase Price via electronic transfer or other method specified by the Auctioneer within one (1) business day of the conclusion of the auction.
- If the winning bidder fails to tender the required non-refundable deposit in accordance with these auction terms, such failure shall constitute a material default under Ohio law, and the Auctioneer and/or Seller may pursue damages and all other remedies available by law.
- If the winning bidder fails to close the transaction, through no fault of the Seller, the non-refundable deposit shall be retained by the Auctioneer and Seller as liquidated damages.

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## **PROPERTY CONDITION & INSPECTIONS**

- The property sells AS-IS, WHERE-IS, and without any representations or warranties of any kind.
- Sellers will make no repairs or concessions for any condition or defect discovered.
- All bidders are solely responsible for conducting their own due diligence prior to bidding.
- Any inspections must be completed prior to bidding at the bidder's expense.
- This sale is NOT contingent upon any inspection results.

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## **FINANCING**

- The winning bidder may choose to finance their purchase; however, this sale is NOT contingent upon the buyer obtaining financing.
- Buyers are advised to obtain lender pre-qualification prior to bidding.
- Buyer assumes responsibility for any appraisal gaps or lender valuation discrepancies.

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## **CLOSING**

- Closing shall take place on or before April 17th, 2026
- Sellers will convey title by General Warranty Deed.
- Closing will be conducted by:  
**Monroe Street Title**  
Phone: [\(330\) 674-7070](tel:(330)674-7070)

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## **BIDDER INFORMATION & PRIVACY**

- By bidding on any of our auctions, you agree that Bauer Realty & Auctions, LLC has the right to share your name and phone number with the winning bidder only. Our bidding process is very transparent, and upon the winning bidder's request, we may provide our bidder's list to the winning bidder at the auctioneer's discretion.

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## **BIDDER ELIGIBILITY**

- Bidders must be 18 years of age or older.
- Only the actual buyer may register and bid; no proxy or third-party bidding is permitted. No agent or broker may bid on anyone's behalf.
- All bidders are subject to approval at the Auctioneer's sole discretion.
- Auctioneer reserves the right to request proof of funds or a lender's pre-qualification letter before allowing participation or acceptance of any bid.

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## **BID RIGGING – FEDERAL LAW**

Bid rigging is a federal felony under Title 15, Section 1 of the U.S. Code (Sherman Antitrust Act). Any agreement or understanding between bidders to restrict or suppress competitive bidding is illegal.

Violations may result in:

- Fines up to \$100,000,000 for corporations
- Fines up to \$1,000,000 for individuals
- Imprisonment up to ten (10) years

The Auctioneer reserves the right to report suspected violations to the FBI or other applicable authorities for investigation and prosecution.

## **TECHNICAL ISSUES**

- In the event of any technical difficulties involving servers, software, internet, or auction platform systems, the Auctioneer reserves the right to extend, pause, resume, or close the auction as deemed appropriate.
- Neither the Auctioneer nor the software provider shall be liable for any missed bids or platform malfunctions.

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## **ANNOUNCEMENTS**

All oral announcements and online postings made by the Auctioneer shall take precedence over any previously printed or published materials.

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## DEFAULT & ENFORCEMENT

Should Bidder fail to comply with these Terms and Conditions, Auctioneer and/or Sellers may pursue all legal remedies available, including recovery of actual damages, court costs, and reasonable attorney's fees incurred to enforce these terms.

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Printed Name

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Signature

Date