

## BIDDER REGISTRATION FORM

**LISKA & ASSOC., INC.**  
**WAYNE LISKA/AUCTIONEER/REALTOR**  
**GRANTS PASS, OR 97526**  
**541-471-0916 1-800-866-8567 Fax 541-471-6076**

**Name :** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City, State:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Complete this registration form in order to be eligible to bid.**

**Property Address:**

---

**Auction Terms and Conditions:**

1. Liska & Associates Inc. is conducting the Auction Sale of the real estate, subject acceptance and subject to confirmation of the seller.
2. Bids will be accepted only from Qualified Bidders who attend the Auction and have in their possession a cashier's check or (Good Faith Deposit, in Personal ck), payable to Ticor Title Co., for the property they wish to bid on:
3. Once the Auctioneer receives a bid, advances on that bid must be made in increments at least as great as those, which the Auctioneer, at his sale discretion, shall designate as being necessary to surpass the last bid acknowledged by the Auctioneer. Should there be any dispute among competitive bidders for the property, the Auctioneer may reopen bidding or he may, at his sole discretion, designate one of the bidders as the successful bidder. All decisions by the Auctioneer shall be final.
4. The high bidder will be required to sign a Purchase Agreement and Escrow Instructions and other sale documentation immediately upon the completion of the Auction. These documents will contain the precise terms and conditions of the particular sale. Copies of said documents will be available for inspection prior to the auction sale.
5. Purchasers are required to obtain their own financing. The sale will not be contingent upon obtaining such financing and will not be extended for that purpose. Purchasers who fail to qualify for their own financing, and subsequently fail to close the sale for that reason will be required to release the Good Faith Deposit to Seller as liquidated damages.
6. All bidders are encouraged to personally inspect the property and any documentation relating thereto. The property is being sold "**as-is, where is**" with no representations or warranties whatsoever. The sale is not contingent upon inspection and will not be extended for that purpose. Neither Seller nor Auctioneer makes any warranties or representations, either expressed or

implied, concerning the assets included in the sale. Neither Seller nor Auctioneer shall be liable for any relief, including damages, rescission, reformation, allowance or adjustment based on the failure of the property to conform to any specific standard or expectation.

7. The sale will be fee simple title, as is, with title insurance by standard title policies available at purchaser's expense, free and clear of all liens and encumbrances subject only to current taxes, assessments, easements, rights-of-way, conditions, restrictions, other matters of record and any printed exceptions specified in the preliminary title report.

8. The Auctioneer reserves the right to deny any person admittance to the Auction, to postpone or cancel the Auction, to withdraw the property from the Auction and to change any terms of the Auction or particular conditions of sale upon announcement prior to or during the course of the Auction.

9. All information and materials provided by Auctioneer is subject to inspection by all appropriate parties and the Auctioneer assumes no liability for its accuracy, errors, or omissions or its Agents, the Seller or its agents. Prospective bidders should independently verify any information being materially relied upon in making a purchasing decision.

10. All sales must close within thirty (30) days from the date of the auction. Purchasers who fail to close in a timely manner shall forfeit their deposit(s) as liquidated damages.

11. The buyer will be required to pay all closing costs, including, but not limited to, document preparation fees, documentary transfer tax, recording fees, perorations, and closing fees.

12. Only the Purchase Agreement shall set forth Seller's obligations to the successful Bidder.

13. The auction is being conducted pursuant to all local and state laws.

**Please initial below:**

\_\_\_\_\_

I have read and agree to the Terms and Conditions as set forth herein.

I have personally inspected the property and all improvements.

I am in receipt of the Bidder Information Package and accept full responsibility for due diligence.

I understand that the improvements and leasehold assets are being sold as is, without covenant or warranty, expressed or implied.

I understand that, in the event I am the successful purchaser of the property, and if I fail to close within thirty (30) days from date of sale, \_\_\_\_\_ my deposit(s) may be forfeited.

**Agreement and Acceptance:**

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Print name as signed** \_\_\_\_\_