

INSTRUCTIONS TO BIDDERS – SALE OF BUILDINGS

SUBMITTAL OF BIDS:

Completed and sealed bid forms should be sent to:

Leuthner & Huether, Ltd.
109 East 6th Street
Post Office Box 446
Morris, MN 56267

Bidders have the option of bidding on any or all of the buildings. Bidders electing to bid on more than one building shall make a separate cash offer for each item on which he/she elects to bid. Bids must be submitted on the form provided below. The proposal must be signed in ink. The Bid Proposal and security deposit shall be submitted in a sealed envelope and addressed exactly as captioned above.

SECURITY DEPOSIT: A security deposit of \$1000.00 (house or garage) or \$100.00 (shed) in the form of a cashier's check made payable to the Leuthner & Huether Trust Account must accompany each bid.

All security deposits, except those of the successful bidder, will be returned to bidders within ten (10) business days after opening of bids. Deposits of the successful bidders will be applied toward discharge of the obligation of the successful bidders under the terms of this proposal.

If the bidder to whom award of sale is made fails to complete the closing within 30 days after acceptance of the successful bid, or within such extension of time as the Seller may grant, the security deposit accompanying the bid shall become the property of the Seller.

REJECTION OF BIDS: Proposals submitted with incomplete bids, or conditional or alternate bids, will be subject to rejection. The Seller reserves the right to reject any and all bids and waive any informalities.

RECEIVING OF BIDS:

MAILED BIDS: Sealed mailed bids shall be received until 3:00 P.M. on October 22, 2019, addressed as captioned above, before the time specified for opening bids. Bids received after the time of the bid letting will be returned to the bidder unopened.

HAND DELIVERED BIDS: Sealed Bids may be delivered by hand between the hours of 8:30 A.M. and 5:00 P.M. through October 21 and from 8:30 A.M. until 3:00 P.M. on October 22, 2019, at the office of Leuthner & Huether, Ltd, 109 East 6th Street, Morris, Minnesota. Bids received after the time specified will not be considered.

Bid forms may be obtained by contacting Leuthner & Heuther (see above; phone: 320.585.0259) or Hancock Independent School District No. 768 (371 Hancock Avenue, Hancock, MN 56244; phone: 320.392.8606). Bid forms may also be downloaded from the following websites:

www.hancock.k12.mn.us (Hancock Public School) and www.leuthnerlaw.com (Leuthner & Huether, Ltd.)

CONDITIONS OF SALE

AS IS, WHERE IS: The following conditions shall govern all offers to buy and shall apply to the sale of the buildings and all appurtenances thereto, the purchaser hereby acknowledges and agrees all assets sold pursuant to this agreement are being sold, "As is – Where is" at the time sale is passed, should any offer be accepted by the Seller.

AWARD OF SALE: The award of sale, if awarded, will be made to highest bidder on each building, whereupon the parties shall enter into an Agreement for the Sale and Removal of Building.

PAYMENT: The total payment shall be due on delivery of a bill of sale to purchaser and shall be made at a closing held at the office of Leuthner & Huether, Ltd. within 30 days of acceptance of the successful bid or such extension of time as granted by Seller.

CANCELLATION OF BID: Failure to close within the required time shall allow the bid to be cancelled at the discretion of the Seller.

FORFEITURE OF TITLE: If Purchaser fails to remove his/her building(s) within the specified time, otherwise delays, neglects or defaults in removal of said building(s) in accordance with the requirements of this proposal, title to said building(s) shall be automatically forfeited to Seller, even though the building(s) have been partially demolished or partially removed from their original location. In addition, all monies deposited with Seller as payment for the building(s) will become the property of Seller, including the security deposit.

LAWS TO BE OBSERVED: Purchaser shall comply with all Federal, State and local laws, ordinances and regulations affecting the purchase and removal of the building(s), and shall indemnify Seller and its representatives against any claim or liability arising from violation of any such law, ordinance or regulation.

SANITARY PROVISIONS: Purchaser shall observe rules and regulations of the State Board of Health and of all local health officials and shall take all necessary precautions to avoid unhealthy conditions.

PERMITS AND LICENSES: Purchaser shall procure all permits and licenses, pay all charges and fees, and give all notices necessary to lawful removal of the building(s).

RESPONSIBILITY FOR DAMAGE CLAIMS: Purchaser shall be responsible to Seller for Purchaser's acts and omissions, and the acts and omissions of Purchaser's building mover and any other person or organization performing any of the work under a contract with Purchaser. Purchaser agrees to defend, indemnify, and hold harmless Seller, its officers, employees, and agents from all losses, expenses, and costs, including attorney's fees, and from all suits, actions, and claims of any character brought because of injuries received or damages sustained by any person, persons, or property arising out of the removal operations, including the removal of any materials in the structure; or in consequence of any neglect in safeguarding the site; or because of any act or

omission, neglect, or misconduct of Purchaser, or by any person or organization employed directly or indirectly by Purchaser.

DAMAGES: Purchaser shall be responsible for damage done to public or private property due to any act, omission, neglect or misconduct in the execution of the work, or defective work or material, and shall restore, at his/her expense, such property to a condition similar or equal to that existing before damage was done by repairing, rebuilding or otherwise restoring same, or shall make good such damage in an acceptable manner.

INSURANCE. Purchaser shall obtain and maintain commercial liability insurance and automobile insurance to protect against loss or damage during the removal process. Purchaser shall require any contractor Purchaser engages to perform the removal to obtain and maintain the same coverage. Limits of liability shall be at least \$1,000,000 per occurrence and each such policy shall name Seller as an additional insured. Prior to beginning the removal process, Purchaser shall provide Seller with a certificate of insurance evidencing such liability coverage.

REMOVAL NOTICE: Purchaser is required to provide Seller with at least five (5) business days' notice of the date(s) on which the purchaser plans to move the structure. The Purchaser is required to receive Seller's approval of the proposed date(s) prior to entering onto Seller's property to remove the building(s).

REMOVAL: All removal activities shall be coordinated with Seller. Each building shall be removed to ground level. Removal shall include piping, wiring, plumbing and other accessories above and below ground which are attached to or are part of a building; however, removal of fences, shrubs, plants and other growth shall be optional with the purchaser. Any resulting depression in the ground shall be filled with dirt so as to be level with the surrounding terrain. Purchaser shall also remove and dispose of all trash, debris, steps, broken concrete, bricks and other materials incident to the removal of the building(s).

TIME LIMIT: Purchaser shall remove the building(s) to which he/she has acquired title on/before May 15, 2020.

ASSIGNMENT: Purchaser may not assign Purchaser's rights herein without the written consent of the Seller.

AMENDMENT; WAIVER. No amendment of these terms and conditions shall be effective unless set forth in a writing expressing the intent to so amend or waive and the exact nature of such amendment or waiver, which is signed by the parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right or as a waiver of such right in a later or separate instance.

SALE OF BUILDING - BID PROPOSAL

To: Hancock Public School District #768

I (We) hereby offer to purchase the house / garage / storage shed [**circle one**] at the lump sum price offered for the property in the "Bid Amount". The undersigned certifies that he/she has examined the property offered for sale and is satisfied as to the condition of same and has judged for himself/herself as to the conditions to be encountered in the sale. The undersigned further certifies that he/she has familiarized himself/herself with the "Conditions of Sale" and agrees to abide by said conditions.

Bid amount	\$
Security deposit	\$1000.00 (house & garage); \$100.00 (shed)
Signature of bidder(s)	
Signature date	

CONTACT INFORMATION

Bidder's name	
Street Address	
City, state, zip code	
Telephone	
Email address	