

WARRICK COUNTY SCHOOL CORPORATION
Bid Form and Contract for 126 Posey Street, Newburgh, Warrick County, Indiana

This Bid Form and Contract must be signed on the final page and submitted in writing with a One Thousand Dollars (\$1,000.00) cashier’s check payable to the Warrick County School Corporation. Failure to do so will result in the Bid being rejected as non-responsive.

IDENTIFICATION

1. Bidder (printed): _____
2. Address: _____
3. Telephone Number(s): _____
4. Fax Number: _____ Internet address: _____
5. Contact person’s information: Phone number(s): _____
Email: _____

The Bidder offers the sum of \$_____ to purchase the structure and real estate in accordance with the notice and the following contract terms.

NON-COLLUSION AFFIDAVIT

The undersigned Bidder, being duly sworn on oath, declares: that neither the Bidder, nor any other member, representative, or agent of the Bidder, has entered into any combination, collusion, or agreement with any person on the price to be bid; nor have any of the same received or are to receive, directly or indirectly, any fee, gift, commission, or anything of value on account of this bid; nor have any of the same entered any arrangement to prevent any person from bidding. This bid is made without reference to any other bid, agreement, understanding, or combination with any other entity in reference to such bid.

I hereby affirm, under the penalties for perjury, that the facts and information contained in the foregoing affidavit are true and correct.

AGREEMENT

In consideration of their mutual promises herein, the parties agree that the following contract is effective when the successful bidder is announced and this contract is signed by the School Board.

This Agreement is made and is effective upon signing by and between the Warrick County School Corporation, “Seller,” and the undersigned “Bidder/Buyer”.

1. Seller is the owner of real estate and the structure thereon located at 126 Posey Street, Newburgh, Warrick County, Indiana, more particularly described as follows:

Lot Twenty (20) in the Plat of Commissioner's Enlargement to the Town of Newburgh, known as Foster's Meadow, according to the recorded Plat thereof in Probate Order Book 3, Page 615, in the Warrick Common Pleas Court Records, and in Deed Record 19, Page 510, in the office of the Recorder of Warrick County, Indiana.

Excepting therefrom Forty-seven (47) feet of the above-described Lot Twenty (20) adjoining Lot Nineteen (19) in said Plat of the Commissioner's Enlargement to the Town of Newburgh, known as Foster's Meadow.

Being the same real estate conveyed by Warranty Deed from Keith G. King and Carol A. King to the Warrick County School Corporation by Warranty Deed dated September 8, 2006, and recorded on September 11, 2006, as Doc. No. 2006R-010863 in the office of the Recorder of Warrick County, Indiana.

Commonly known as 126 Posey Street, Newburgh, Indiana.
Parcel No. 87-15-03-109-020.000-014

This legal description is not based on any field or verified boundary or boundary retracement survey.

The property's zoning by the Town of Newburgh, Indiana, is unknown.

2. PAYMENT. Buyer, as the successful bidder, shall pay to Seller the total purchase price stated above for the described real estate, which payment shall be presented at the closing on or before December 8, 2021. The Buyer paid a deposit of One Thousand Dollars (\$1,000.00), which shall be applied to the total purchase price.

3. DATE OF POSSESSION. The Buyer shall have possession at closing.

4. CONDITION OF REAL ESTATE. The real estate is in an abandoned and neglected condition.

5. "AS IS" PURCHASE AND INSPECTION. Buyer has inspected or decided not to inspect the property. The real estate is being purchased "AS IS" with no warranties or warranties, including no warranties of merchantability, fitness for a particular purpose, habitability, the ability of the structure to withstand remodeling, or otherwise. Buyer acknowledges receipt of the Seller's residential real estate sales disclosure form, and acknowledges and agrees that the terms of said disclosure are for information only and are not warranties or warranties of the condition of the property or any part thereof. The Purchased Real Estate may be inspected at any time prior to closing by a home inspector or by a pest control operator of Buyer's choice who shall represent the Buyer, but such

inspection and evaluation shall not alter or cancel this agreement. The fees for the inspections shall be paid by Buyer.

6. FINAL DOCUMENTS AND CLOSING COSTS. Seller shall be responsible for preparation of the Corporate Deed to Buyer. The closing shall be arranged by Buyer at the Law Office of Seller's attorney, Mark E. Neff.

7. EVIDENCE OF TITLE. Buyer may purchase its own abstract of title or title insurance policy commitment, the cost of which shall be paid by Buyer. Any documentation of title that Seller may have is not evidence of title and Buyer is not entitled to rely thereon. Upon payment in full, Seller shall convey the Purchased Real Estate to Buyer by a corporate deed.

8. RISK OF LOSS AND DAMAGES. Immediately upon the transfer of title, Buyer accepts all risks of loss and damage by casualty or any other means. Damage or loss before transfer of title shall constitute grounds for failure of consideration or grounds for rescission of this Agreement.

9. COSTS. All costs of maintaining, owning, and improving the property shall be at the expense of Buyer. It shall be the responsibility of Buyer to contact and obtain all necessary governmental permits.

10. LIABILITY. The Buyer has the full liability and responsibility for damage to the property, to Bidder, or to third parties after the closing. Buyer shall indemnify Seller and shall hold Seller harmless from personal injuries and property damages of any kind.

11. REMEDIES. In the event Buyer fails to abide by any of the provisions stated herein, Seller reserves the right to recover from Buyer any sums Seller finds necessary, including the right to pursue actions at law or in equity, including an injunction prohibiting the Buyer and its designees, successors, and assigns, from coming in, on, or about the premises. Upon Seller giving five (5) days' notice of a breach, the deposit shall be retained by Seller for Buyer's failure to meet the terms of this agreement. Buyer shall pay for and be responsible for reasonable attorney fees of Seller to enforce this agreement.

12. NO ASSIGNMENT. Ambiguities and inconsistencies shall not be construed against Seller. This contract shall not be assigned or transferred.

13. SURVIVAL OF TERMS. Buyer agrees that the above legal description is acceptable and that the Buyer is bound by the terms and conditions of this agreement as though fully recited in the deed for the property. This contract and its terms shall survive the closing of this transaction and the transfer of title and are not merged into the transfer documents.

14. RADON GAS DISCLOSURE AND LEAD DISCLOSURE. Seller makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has

accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from the Warrick County public health unit. Additional warnings and disclosures about lead are attached and receipted by Buyer.

15. REPRESENTATION. Seller is represented by Mark E. Neff, attorney at law; Buyer is advised to consult an independent attorney. Those persons signing for a party declare that they are duly authorized to execute this document on behalf of said party.

16. EFFECTIVE DATE. This Purchase Agreement becomes effective immediately upon the first party and the second party signing this Agreement. This Purchase Agreement supersedes all prior contracts or agreements between the parties. This Purchase Agreement is executed in duplicate, both of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement at Boonville, Warrick County, Indiana, on the _____ day of _____, 2021.

BIDDER/BUYER:

Date: _____, 2021

Printed Name of BIDDER/BUYER

By _____
Signature and Title of Person Signing
for BIDDER/BUYER

SELLER:

WARRICK COUNTY SCHOOL
CORPORATION

Date: _____, 2021

By _____
Tim Mosbey, President

ATTESTED:

By _____
Lynda G. Glover, Secretary

Prepared by Mark E. Neff, Attorney at Law, Mark E. Neff Law Office, P.C., 224 W. Locust St., P. O. Box 603, Boonville, Indiana 47601, Telephone: (812) 897-5222, Email: mark@attorneyneff.com.

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