MARSHALL
LAND BROKERS & AUCTIONEERS
Office 308-234-6266

Terms & Conditions

By participating in the RT Rogers Farms Inc. Land Auction the bidder agrees to the following terms and conditions

FINANCING: This sale is NOT contingent upon the buyer's financing. Prospective buyers should make financial arrangements prior to the Auction close date.

BIDDER REGISTRATION: All bidders are required to register and be approved by the auction company prior to the date of the auction close. Register by completing the bidder certification form and submitting to Luke Huddleston @ luke@marshallauction.com

METHOD OF SALE: Being offered at online-only auction via bid.marshallauction.com. Auction procedures and increments of bidding at the sole discretion of the auction company.

EXTENDED BIDDING: The closing times for bidding will be automatically extended when any of the (9) tracts receives a bid in the last 5 minutes and will close simultaneously when no further bids are received for 5 minutes.

PAYMENT: 15% earnest money payment due day of the auction with signing of purchase agreement. The remainder is due upon closing.

CLOSING DATE TRACTS 1,2,3,9: Closing to be on or before December 30, 2026.

CLOSING DATE TRACTS 4,5,6,7,8: Closing to be on or before January 7, 2027.

POSSESSION: Possession given upon closing, subject to the tenant's rights through February 28, 2027.

TAXES: 2026 and prior years taxes paid by the seller. The 2027 taxes are the responsibility of the purchaser.

TITLE: Title insurance will be used as evidence of marketable title. The cost of the owner's title policy & escrow fee shall be divided equally between the seller and the buyer. Title insurance and escrow closing services by Nebraska Title Co.

FINANCING: This sale is NOT contingent upon the buyer's financing. Prospective buyers should make financial arrangements prior to the auction date.

FEEDLOT DEWATERING AGREEMENT: RT Rogers, Inc. has been in a dewatering agreement with the feedlot located across Keystone Rd. west of Tract 6. RT Rogers, Inc. has been paid to receive water from the feedlot's holding pits/ponds distributed through existing underground pipelines to Tract 6, 5 and 4. This agreement expires December 1, 2026.

PROPERTY CONDITION: The properties, improvements and irrigation equipment are selling in "as-is" condition - no warranties expressed or implied.

AGENCY: Marshall Land Brokers & Auctioneers are agents representing the seller.

Maps shown are for illustration purposes only, to be used as general guidelines, and not intended as survey accurate.

The total acreage figures stated for each tract is based on county tax records or recent surveys. The exact acreage of each tract is not guaranteed by the sellers and their agents.

Data has been obtained from sources believed to be reliable although its accuracy cannot be guaranteed by the sellers and their agents. We urge prospective buyers to inspect and rely on their own conclusions. As with any agricultural land, this property may include noxious weeds and fence lines may not be on the legal boundary.

BUYER'S PREMIUM: There is no Buyer's Premium added to this sale.

SERVER & SOFTWARE TECHNICAL ISSUES: In the event there are technical difficulties related to the server, software or any other online auction related technologies, Marshall Land Brokers & Auctioneers reserves the right to extend bidding, continue bidding, or close the bidding.

NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR MARSHALL LAND BROKERS & AUCTIONEERS SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON.

AGE REQUIREMENT: All bidders must be 18 years of age or older.

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Bid Certification Form

By signing this certification and returning it to the offices of Marshall Land Brokers & Auctioneers, I hereby certify that:

1. I understand that if I am the successful bidder, I will be required to sign the agreement of purchase immediately upon notice of being the successful bidder.
2. I understand that by signing this Bid Certification Form I agree to all terms and conditions of this auction.
3. I understand that the property has not been surveyed for this auction. I understand that if the buyer desires a survey it will be at the buyer's expense. The property is being sold subject to any existing right of way easements.
4. I inspected the property prior to bidding. I understand that all property is selling AS IS, WHERE IS and NO warranties are expressed or implied.
5. **I understand that the property contract will NOT be contingent upon my ability to obtain financing or any other reason.** Upon becoming the high bidder, I understand that I will be required to sign a personal or certified check made for Fifteen Percent (15%) of the total contract price as an earnest money deposit. I understand that the earnest money deposit would be forfeited if I failed to close on the property.
6. The remainder of the balance shall be due upon closing on: CLOSING DATE TRACTS 1,2,3,9: Closing to be on or before December 30, 2026. CLOSING DATE TRACTS 4,5,6,7,8: Closing to be on or before January 7, 2027.
7. I understand that the announcements made by Marshall Land Brokers & Auctioneers at or prior to CLOSING of the bids, take precedence over any and all preprinted material. I also understand that announcements & preprinted material referring to the property description, property conditions, survey, square footage and acres or footage is believed to be correct but are not guaranteed. If I wish to know these details, I must verify them on my own prior to bidding.
8. I understand the buyer will pay Buyer's Closing Cost and sellers will pay Seller's Closing Cost.
9. I understand that if I fail to sign the purchase agreement immediately upon notice of being the high bidder, I will lose my rights to purchase the property, the auctioneer & seller will have the right to reopen the bidding, sell the property to another bidder & I will pay the auction company any difference in sales price.
10. Guaranty Agreement: By submitting a bid in the name of a business entity or corporation, the individual submitting the bid enters into a guaranty agreement whereby he or she personally guarantees payment of any bid amount not paid when due by the business entity or corporation, for any reason, together with all collection expenses incurred to enforce collection, including reasonable attorney's fee.
11. Bidder Information and Security: All registration information the bidder provided to Marshall Land Brokers & Auctioneers shall be current, complete, and accurate. All bidders are responsible for any bids placed under their bidding numbers and passwords. The security of bidder information is the responsibility of the bidder.

Signature: _____

Printed Name: _____

Address: _____

Phone: _____ Email: _____ Today's Date: _____

Credit Reference/Loan Company: _____ Loan Officer:_____

Please submit signed Bid Certification forms 48 hours prior to the auction closing date.
Please submit your signed Bid Certification forms to Email: **land@marshallauction.com** or Fax: 308-237-7679