

S A L E C O N T R A C T

This SALE CONTRACT, is made between Meeteetse Recreation District, a Wyoming non-profit corporation (herein called "SELLER") _____ and (herein called "PURCHASER").

W I T N E S S E T H:

SELLER hereby agrees to sell to PURCHASER and PURCHASER hereby agrees to purchase and pay for, the following described real property:

Southwest 40 feet of Lots 10, 11 & 12, Block 8, Original Town of Meeteetse, according to the Plat recorded in Book "E" of Plats, page 4, Park County, Wyoming.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

TOGETHER WITH the following personal property: the built-in cigar case

(hereinafter referred to as the PROPERTY); upon the following terms and conditions:

1. PURCHASE PRICE - PURCHASER agrees to pay to SELLER the successful bid price of \$ _____ for the PROPERTY plus a 5% buyer's premium fee of \$ _____, for a total contract purchase price of \$ _____ which

PURCHASER promises and agrees to pay to SELLER as follows:

a. An earnest money deposit of 10% of the purchase price (\$ _____) in a check payable to Sovereign State Title Company, to be applied to the purchase price at closing.

b. \$ _____ in a local cashier's check, or wired funds to Sovereign State Title Company at closing.

2. POSSESSION - PURCHASER shall be entitled to possession of the PROPERTY at

closing.

3. CLOSING - Closing shall be held on or before August 31, 2021 in Cody, Wyoming. The closing agent shall be Sovereign State Title Company. TIME IS OF THE ESSENCE OF THIS CONTRACT.

4. WARRANTY DEED - Upon the payment in full by PURCHASER of the purchase price as herein provided, SELLER agrees to convey the PROPERTY to PURCHASER by a good and sufficient warranty deed, a copy of which is attached hereto as Exhibit "A" and hereby incorporated by reference.

5. TITLE EXAMINATION - PURCHASER acknowledges that he has been provided a commitment for title insurance to issue a standard title insurance policy insuring title to the PROPERTY as shown on Exhibit "B" attached hereto and hereby incorporated by reference.

Title insurance will be issued in the amount of the purchase price of \$ _____

subject to the Exceptions outlined in Schedule "B" as shown on Exhibit "B" attached hereto and hereby incorporated by reference. PURCHASER has no objections to the Exceptions outlined in the title commitment as shown on Schedule B on Exhibit "B" attached hereto.

The cost of the title insurance policy which SELLER provides shall be solely paid for by SELLER.

6. INSPECTION - PURCHASER acknowledges that he has inspected the PROPERTY at length, and has performed any and all tests and inspections that he desires or needs, and agrees to accept the PROPERTY "AS IS". Furthermore, PURCHASER further acknowledges that

SELLER MAKES NO WARRANTIES WHATSOEVER ABOUT THE PROPERTY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF HABITABILITY.

7. SURVEYS - PURCHASER acknowledges that if he desires information on the specific boundaries of the PROPERTY, that he should have the PROPERTY surveyed at his expense.

8. TAXES & ASSESSMENTS - Property taxes and assessments for the years 2020 and prior years shall be paid by SELLER. Property taxes for the year 2021 shall be prorated between the parties as of the date of closing. All subsequent property taxes shall be the responsibility of PURCHASER.

9. RISK OF LOSS - SELLER shall have risk of loss of the PROPERTY until closing. In the event the improvements on the PROPERTY are damaged more than five percent of their value prior to closing, either SELLER or PURCHASER may elect not to proceed with the closing.

10. CLOSING COSTS - SELLER shall pay for the preparation of the Deed; the costs of the title insurance; one-half of the closing costs charged by Sovereign State Title Company; and all of its own attorney fees. PURCHASER shall pay the fee for recording the warranty deed; any loan fees or points; any appraisal fees; one-half of the closing costs charged by Sovereign State Title Company; and all of his own attorney fees.

11. THERE ARE NO CONTINGENCIES WHATSOEVER TO CLOSING.

Purchaser acknowledges that there are no contingencies to closing. Purchaser is required to close by August 31, 2021.

12. DEFAULT - In the event of default, the non-defaulting party may elect to treat this Contract as breached and recover such damages as may be proper, or may treat this Contract as being in full force and effect and require specific performance of the terms hereof.

In lieu of the remedy provided above, if PURCHASER is the defaulting party, SELLER may elect to retain PURCHASER'S earnest money, and require PURCHASER to immediately pay for any and all costs of the auction sale, including but not limited to advertisement costs and personnel costs. Payment of auction costs by PURCHASER will be in addition to forfeiture of PURCHASER'S earnest money.

In the event any action of law is brought by either party for the enforcement of any of the terms and conditions contained in this Contract or for the breach thereof, the prevailing party shall be entitled to recover reasonable attorney fees, costs, and expenses of said legal action from the non-prevailing party.

13. NOTICE - Any notice provided for or permitted herein or that may otherwise be appropriate may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to SELLER as follows:

Meeteetse Recreation District
c/o Musser Bros., Inc.
1131 13th Street
Cody, Wyoming 82414

and to PURCHASER as follows:

Notice by mail shall be considered delivered 72 hours following the deposit thereof in any United States Post Office. A party may change his address for notice by giving appropriate notice thereof in writing to the other party.

14. MERGER OF NEGOTIATIONS - All negotiations between the parties are merged into this Contract and there are no undertakings or agreements other than those incorporated herein or the instruments contemplated hereby. This Contract may not be modified, except by an instrument in writing duly executed by the parties.

15. ATTORNEY DRAFTING THIS AGREEMENT - PURCHASER acknowledges that Jennifer S. Jensen and the law firm of BURG SIMPSON ELDREDGE HERSH & JARDINE, PC, represent only Musser Brothers, Inc.

16. SELLER'S AGENT - The Broker, Musser Bros., Inc., is acting as a Seller's Agent in this Transaction. As an agent for SELLER, the Broker represents the SELLER and owes the SELLER a duty of utmost faith, loyalty, and fidelity. Musser Bros., Inc. is treating the PURCHASER as a customer.

17. ALL TERMS OF THIS AGREEMENT SHALL SURVIVE CLOSING - All terms of this Contract shall survive closing, and shall benefit and burden PURCHASER, and SELLER's successors and assigns.

IN WITNESS WHEREOF, this Contract is executed this _____ day of _____, 2021. PURCHASER will be notified within 72 hours if the Contract has been accepted by

SELLER, but PURCHASER acknowledges that he is irrevocably bound to the terms of this Contract during that 72 hour period. In the event the SELLER does not accept the Contract, the earnest money shall be returned in full to PURCHASER.

SELLER:

Meeteetse Recreation District, a Wyoming non-profit corporation

By _____
Title _____

PURCHASER:

