THIS FORM MUST BE COMPLETED, SIGNED, AND NOTARIZED PRIOR TO SUBMITTAL.

The Montana Department of Natural Resources & Conservation

Offer to Purchase and Bid Deposit Receipt Sale No.

The undersigned Potential Bidder (hereinafter called "Bidder"):

_____

Print **name(s)** and **address** exactly as you would like title conveyed on the Deed.

Bidder(s) offer(s) to purchase from the State of Montana, by and through the State Board of Land Commissioners (Land Board) and the Montana Department of Natural Resources and Conservation (hereafter referred to as "State"), the cabin/home site described below upon the terms and conditions set forth herein should the Bidder's offer be accepted by the State as

CHECK ONE □joint tenants with rights of survivorship □tenants in common
□single in his/her own right □other _____

and offers to purchase the following described cabin/home site commonly known as:

_____

Legal Description Sec. Twp. Rng. County

Amount of Bid Deposit Enclosed $ _____ **Due Date**_____

Should the State accept the bid of the above-described Bidder at the designated public oral auction for the purchase of the above-described cabin/home site, the State and the Bidder, hereby agree that:

1. Bids at the auction are for the purchase of the cabin/home site only. Bidder will be required to sign a Buy-Sell Agreement at the close of the auction, the form of which should be reviewed prior to submitting this Bid Deposit. A sample copy of the Buy-Sell Agreement will be included in all bid packages and posted on the DNRC website.
2. Bidder shall pay the balance owed on the purchase price of the cabin/home site together with the processing and closing costs on or before the closing date which shall be set after the Land Board approves the winning bid at auction. Receipt by the State of the balance owed constitutes the effective date of sale which shall be the closing date. If the payment due is not made on the closing date, Bidder forfeits their entire bid deposit, which is being held by the State.
3. Bidder shall submit proof of funds or a prequalification letter with the bid deposit.
4. On the closing date, Bidder shall pay the improvements owner no more than $_____, to purchase all improvements located on the cabin/home site in addition to the balance owed to the State for the purchase of the cabin/home site.
5. If the cabin/home site is under lease, the State will terminate the active lease on the closing date.
6. The State is exempt from paying real property taxes. As of the closing date, Bidder shall be responsible for all subsequent real property taxes. Taxes assessed against the improvements will be apportioned between Bidder and the improvements owner as of the closing date.
7. Bidder represents if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
8. Per ARM 36.25.707(8) the State shall retain the bid deposit and processing costs of the successful bidder, which will be applied toward the purchase price. The State shall return the bid deposits of all unsuccessful bidders within fifteen (15) business days following the auction.
9. The State retains any and all access easements across the parcel unless specifically stated otherwise.
10. Conditions of title may change before the auction. At the auction, if title conditions have changed, bidders will be provided with an updated Land Status Report and the parcel will be sold subject to the updated Report.
11. The cabin/home site shall be sold "AS IS", subject to all existing easements or claims of easements, rights of way, encumbrances, zoning ordinances and applicable building codes, laws and regulations,

SAMPLE

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encroachments, and other matters which normally would be disclosed by an accurate title commitment or title policy, survey, or inspection of the premises.

12. Other Conditions: This *Offer to Purchase and Bid Deposit Receipt* is subject to the terms and conditions set forth in the *Invitation To Purchase*, the Buy-Sell Agreement, any Deed Restrictions, and incorporated into this document by this reference.

The Bidder(s) hereby verifies that they have read and understood the provisions of this Agreement.

Bidder Signature:_____**Phone Number:**_____**Email:**_____

Tax ID Number:_____**Date:**_____

Bidder Signature:_____**Phone Number:**_____**Email:**_____

Tax ID Number:_____**Date:**_____

State of Montana
County of _____

This instrument was signed or acknowledged before me on _____**day of**_____**,** _____ **by**

_____**.** _____
(Name of Signer(s). **(Notary Signature)**
[Affix seal/stamp to the left]

State of Montana
County of _____

This instrument was signed or acknowledged before me on _____**day of**_____**,** _____ **by**

_____**.** _____
(Name of Signer(s). **(Notary Signature)**
[Affix seal/stamp to the left]

SAMPLE

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
Signed upon receipt of completed form and Bid Deposit

Signature:_____ **Date:**_____