



The Montana Department of
**Natural Resources
& Conservation**

Offer to Purchase and Bid Deposit Receipt

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

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

Phone

Email

Bidder(s) offer(s) to purchase from the **STATE OF MONTANA**, administered through the **Department of Natural Resources and Conservation** ("Department"), the cabin/home site described below, upon the terms and conditions set forth herein, should the Bidder's offer be accepted by the Department 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
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Amount of Bid Deposit Enclosed \$ _____ **Due Date** _____

Should the Department 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 Department and the Bidder hereby agree that:

1. Bids at the auction are for the purchase of the cabin/home site land 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 is posted on the Department's website.
2. Bidder shall pay the balance owed on the purchase price of the cabin/home site land together with the processing and closing costs on or before the closing date, which shall be set after the Department approves the winning bid at auction. Receipt by the Department 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 Department. Bidder must provide proof of funds demonstrating cash deposits equal to at least the minimum bid amount plus the value of the Improvements. If Bidder plans to obtain financing to purchase the cabin/home site, they are required to provide a letter of prequalification from a mortgage broker or lending

institution for at least the minimum bid amount plus the value of the Improvements, and provide said lender's conditions for the closing.

- 3. On the closing date, Bidder shall pay the Improvement owner no more than \$_____, to purchase all Improvements located on the cabin/home site land in addition to the balance owed to the Department for the purchase of the cabin/home site land.
- 4. If the cabin/home site is under lease, the Department will terminate the active lease on the closing date.
- 5. 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 the Bidder and the Improvement owner as of the closing date.
- 6. Bidder represents that if acting on behalf of a corporation, partnership, or other non-human entity, he/she is duly authorized to enter into this Agreement on behalf of such entity.
- 7. The Department shall retain the bid deposit and processing costs of the successful bidder, which will be applied toward the purchase price. The Department shall return the bid deposits of all unsuccessful bidders.
- 8. The Department retains any and all access easements across the parcel unless specifically stated otherwise.
- 9. 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, encroachments, and other matters which normally would be disclosed by an accurate title commitment or title policy, survey, or inspection of the premises.
- 10. 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 verify that they have read and understood the provisions of this Agreement.

Bidder Signature	Tax ID Number	Date
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Bidder Signature	Tax ID Number	Date
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Bidder Signature	Tax ID Number	Date
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State of _____)
County of _____)

This instrument was acknowledged before me on this _____ day of _____, _____ by

Name of Signer

(SEAL)

Signature of Notary

State of _____)
County of _____)

This instrument was acknowledged before me on this _____ day of _____, _____ by

Name of Signer

(SEAL)

Signature of Notary

State of _____)
County of _____)

This instrument was acknowledged before me on this _____ day of _____, _____ by

Name of Signer

(SEAL)

Signature of Notary

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

Signature Date

Printed Name

Title