

# PROPERTY INFORMATION PACKET | THE DETAILS



**1301 W. 31<sup>st</sup> St. S | Wichita, KS 67217**

AUCTION: BIDDING OPENS: Mon, Sept 21<sup>st</sup> @ 5:00 PM  
BIDDING ENDS: Thurs, Sept 24<sup>th</sup> @ 2:00 PM

12041E, T9th St N, Wichita, KS, 67206  
316.867.3600 • 800.944.4439  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION, LLC  
REAL ESTATE SPECIALISTS



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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

## RESIDENTIAL MLS PIP



**MLS #** 585351  
**Status** Active  
**Contingency Reason**  
**Property Type** Retail  
**Address** 1301 W 31ST ST S  
**Address 2**  
**City** Wichita  
**State** KS  
**Zip** 67217  
**County** Sedgwick  
**Area** 216  
**Asking Price** \$0  
**Class** Commercial/Ind/Bus  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 3  
**Picture Count** 32



## GENERAL

<b>List Agent - Agent Name and Phone</b>	RICK W BROCK - HOME: 316 -683-0612	<b>Realtor.com Y/N</b>	Yes
<b>List Office - Office Name and Phone</b>	McCurdy Auction, LLC - OFF: 316-867-3600	<b>Display on Public Websites</b>	Yes
<b>Co-List Agent - Agent Name and Phone</b>		<b>Display Address</b>	Yes
<b>Co-List Office - Office Name and Phone</b>		<b>VOW: Allow AVM</b>	Yes
<b>Showing Phone</b>	800-301-2055	<b>VOW: Allow 3rd Party Comm</b>	Yes
<b>Sale/Lease</b>		<b>Virtual Tour Y/N</b>	
<b>Building Size SqFt</b>	3,001 - 5,000		
<b>Number of Acres</b>	0.40		
<b>Zoning</b>	General Comm		
<b>Parcel ID</b>	20173-213-07-0-11-02-001.00		
<b># of Stories</b>	2		
<b>Apx Gross Building SqFt</b>	4,228.00		
<b>Apx Net Rentable SqFt</b>			
<b>Apx Min Available SqFt</b>	4,228.00		
<b>Apx Max Contiguous SqFt</b>	4,228.00		
<b>Apx Vacant SqFt</b>	0.00		
<b>Land SqFt</b>	17,509.00		
<b>Present Use of Bldg</b>	Retail		
<b>Bldg on Leased Land</b>			
<b>Invest Package Available</b>	No		
<b>Year Built</b>	1990		
<b>Subdivision</b>			
<b>Legal</b>	N 132 FT LOT 1 SUBURBAN HOMES ADDITION		
<b>Sub-Agent Comm</b>	0		
<b>Buyer-Broker Comm</b>	3		
<b>Transact Broker Comm</b>	3		
<b>Variable Comm</b>	Non-Variable		

## DIRECTIONS

**Directions** W 31st St S & Seneca - West to building

## FEATURES

<b>LOADING DOCK</b> None	<b>ROOF</b> Asphalt Flat Roof	<b>TENANT PAID EXPENSES</b> Electricity Gas Trash Water	<b>DOCUMENTS ON FILE</b> Aerial Photos Lead Paint Photographs
<b>RAIL</b> None	<b>UTILITIES AVAILABLE</b> Gas Electric City Water City Sewer	<b>OWNER PAID EXPENSES</b> Electricity Property Insurance Real Estate Taxes	<b>OWNERSHIP</b> Individual
<b>OVERHEAD DOORS</b> None	<b>FLOORS</b> Carpet Unfinished	<b>ELECTRICAL</b> 110 Volt	<b>SHOWING INSTRUCTIONS</b> Tenants Call Showing #
<b>PARKING</b> Parking Lot Parking to 25 Paved	<b>HEATING</b> Forced Air	<b>MISCELLANEOUS FEATURES</b> Owner Storage	<b>LOCKBOX</b> Other-See Private Remarks
<b>ROAD FRONTAGE</b> City Arterial			<b>TYPE OF LISTING</b> Excl Right w/o Reserve
<b>LOCATION</b>			

## FEATURES

Retail Strip	Gas	Security Systems	<b>AGENT TYPE</b>
<b>CONSTRUCTION</b>	<b>COOLING</b>	<b>PROPOSED FINANCING</b>	Sellers Agent
Stucco	Central Air	Other/See Remarks	<b>FLOOD INSURANCE</b>
<b>SIDEWALL HEIGHT</b>	Electric	<b>TERMS OF LEASE</b>	Unknown
Over 20 Ft		Other/See Remarks	<b>POSSESSION</b>
			At Closing

## FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	\$6,112.26
General Tax Year	2019
Special Taxes	6.71
Special Tax Year	2019
Special Balance	0.00
Gross Income	\$36,000.00
Earnest \$ Deposited With	Security 1st Title

## MARKETING REMARKS

**Marketing Remarks** This property is offered by Rick Brock with McCurdy Auction, LLC. Office: 316-867-3600 Email: rbrock@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: September 21st at 5:00 pm (cst) | BIDDING CLOSES: Thursday, September 24th Starting at 2:00 pm (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available for preview September 18th, 12-3 pm. ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT'S WEBSITE. CLEAR TITLE AT CLOSING, NO BACK TAXES ONLINE ONLY BIDDING, COMMERCIAL MULTI-PROPERTY AUCTION! All properties selling with clear title at closing and no back taxes. Property available for preview Friday, September 18th, 12PM-3PM Just west of Seneca on 31st South High traffic count (10,160 daily) Located within a shopping center Retail building with 4,228 sq ft Divided into two businesses Zoned Limited Commercial Built in 1990 0.40 +/- acres Stucco exterior Large parking lot (25+ spaces) New central heat & air Total annual income of \$36,000 1301: Tenant pays \$1,500 per month and has 4 years left on the lease. There is a \$1,000 security deposit. 1307: Tenant pays \$1,500 per month and they are now month-to-month. \*Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$20,000.

## AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Online Only	1 - Open/Preview Date	9/18/2020
Auction Location	www.mccurdyauction.com	1 - Open Start Time	12 PM
Auction Offering	Real Estate Only	1 - Open End Time	3 PM
Auction Date	9/21/2020	2 - Open for Preview	
Auction Start Time	5 PM	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Broker Reg Deadline	09/23/2020 @ 5 PM	2 - Open End Time	
Buyer Premium Y/N	Yes	3 - Open for Preview	
Premium Amount	0.10	3 - Open/Preview Date	
Earnest Money Y/N	Yes	3 - Open Start Time	
Earnest Amount %/\$	20,000.00	3 - Open End Time	

## TERMS OF SALE

Terms of Sale

## PERSONAL PROPERTY

Personal Property

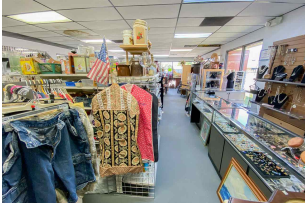
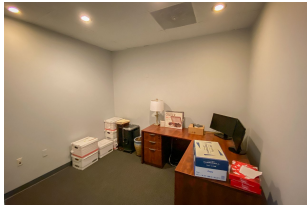
## SOLD

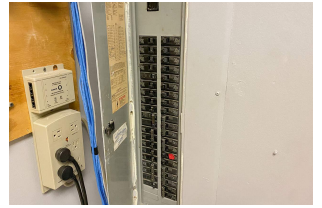
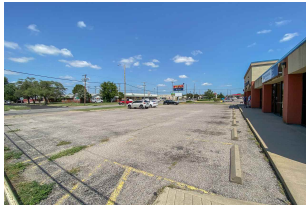
How Sold	
Sale Price	
Net Sold Price	\$0



Pending Date  
Closing Date  
Short Sale Y/N  
Seller Paid Loan Asst.  
Previously Listed Y/N  
Includes Lot Y/N  
Sold at Auction Y/N  
Selling Agent - Agent Name and Phone  
Selling Office - Office Name and Phone  
Co-Selling Agent - Agent Name and Phone  
Co-Selling Office - Office Name and Phone  
Appraiser Name  
Non-Mbr Appr Name

ADDITIONAL PICTURES





**DISCLAIMER**

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# WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 1301-1307 W. 31st St. S. - Wichita, KS 67217

1. Any property within the *City of Wichita* with any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES \_\_\_\_\_ NO X

If yes, what type? Irrigation \_\_\_\_\_ Drinking \_\_\_\_\_ Other \_\_\_\_\_

Location of Well: \_\_\_\_\_

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES \_\_\_\_\_ NO X

If yes, what type? Septic \_\_\_\_\_ Lagoon \_\_\_\_\_

Location of Lagoon/Septic Access: \_\_\_\_\_

Authentisign  
**THINH HUYNH**  
Owner 7:25:08 PM CDT

\_\_\_\_\_ Date

Owner \_\_\_\_\_

\_\_\_\_\_ Date

## ADDENDUM \_\_\_\_\_ (Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:  
1301-1307 W. 31st St. S. - Wichita, KS 67217

**The parties are advised to obtain expert advice in regard to any environmental concerns.**

### SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns (initial one):

TH Seller has no knowledge of groundwater contamination or other environmental concerns; or  
 \_\_\_\_\_ Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller (initial one):

TH Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or  
 \_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

### BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) \_\_\_\_\_ Buyer has received copies of all information, if any, listed above. (initial)

### CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

Authentisign  
**THINH HUYNH**

7/27/2020 7:24:47 PM CDT  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

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# Security 1<sup>st</sup> Title

File #:

Property Address:

1301-1307 W. 31st St. S.

Wichita, KS 67217

## WIRE FRAUD ALERT

### IMPORTANT! YOUR FUNDS MAY BE AT RISK

**\*\*SECURITY 1<sup>ST</sup> TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED\*\***

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1<sup>st</sup> Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

**\*\*\*Closing funds in the form of ACH Electronic Transfers will NOT be accepted\*\*\***

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.**
- **DO NOT FORWARD wire instructions to any other parties.**
- **ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- **DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

### ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer

Seller

THINH HUYNH

7/27/2020 7:24:41 PM CDT

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:  
<http://www.fbi.gov>

Internet Crime Complaint Center:  
<http://www.ic3.gov>



## AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 1301-1307 W. 31st St. S. - Wichita, KS 67217 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider   Company	12 Month Avg
Electric:	<u>Westar energy</u>	<u>\$0<sup>00</sup>/mo</u>
Water & Sewer:	_____	_____
Gas   Propane:	_____	_____

If propane, is tank owned or leased?      Owned      Leased

*If leased, please provide company name and monthly lease amount:*

\_\_\_\_\_

**Appliances that Transfer:**

Refrigerator?	Yes	<del>No</del>
Dishwasher?	Yes	<del>No</del>
Stove/Oven?	Yes	<del>No</del>
Microwave?	Yes	<del>No</del>

Washer?	Yes	<del>No</del>
Dryer?	Yes	<del>No</del>
Other?	_____	

Homeowners Association:    Yes    ~~No~~

Dues Amount: \_\_\_\_\_      Yearly      Monthly      Quarterly

Initiation Fee: \_\_\_\_\_

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? \_\_\_\_\_

N/A

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

## LEASE

THIS LEASE made and entered into this 18 day of June, 2019, by and between:

Thinh Kim Huynh

(herein "LESSOR")

AND

(herein "LESSEE").

In consideration of the mutual covenants and promises hereinafter contained, the parties hereby agree as follows:

### ARTICLE 1 - LEASED PREMISES

LESSOR hereby leases, subject to the terms and conditions contained herein, to LESSEE that portion of real property commonly known as 1301 - 1307 West 31<sup>st</sup> Street South, Wichita, Sedgwick County, Kansas (hereafter the "Strip Mall") designated as Suite(s) 1301 and 1303 and indicated on Exhibit "A" which is attached hereto and incorporated herein by reference (herein the "Leased Premises").

LESSOR and LESSEE hereby agree that said Leased Premises consists of 2200 rentable square footage and further agree that LESSEE shall pay rent based thereon as set forth below.

### ARTICLE 2 - TERM

The term of this Lease shall begin on July 1, 2019 and end on December 30, 2024 unless sooner terminated as provided for herein. Rent shall commence on August 1, 2019.

### ARTICLE 3 - RENT

#### A. FIXED RENT

LESSEE agrees to pay LESSOR, as fixed rent for the leased premises for the above term per the following monthly rent schedule, payable in advance on or before the 15th day of each month.

Lease Term	Monthly Rent	Yearly Rent
Months 1-18 (July 2019-Dec 2020)	\$1500.00	\$27000.00
Months 18-41 (Jan 2021-Dec 2022)	\$1550.00	\$37200.00

Months 42-53 (Jan2023-Dec 2023)	\$1600.00	\$19200.00
Months 54-65 (Jan 2024-Dec 2024)	\$1650.00	\$19800.00

And shall be paid upon the signing of this lease for deposit of \$1000 and Rent for August 2019 of \$1500

## **B. ADDITIONAL RENT - COMPUTATION OF PRO RATA SHARE**

LESSEE'S pro rata share of common area maintenance, real estate taxes and insurance shall be that percentage factor computed by dividing the total square feet of the Leased Premises by the total square feet of completed and leasable space at 1301 - 1307 West 31<sup>st</sup> Street South, Wichita, Sedgwick County, Kansas (hereafter the "pro rata share"). Notwithstanding any other provision contained herein, the parties agree that the total square feet of completed and leasable space at the time this Lease shall be executed shall be and is 4,150 square feet.

## **C. ADDITIONAL RENT - COMMON AREAS**

1. **Common Areas.** The term "Common Areas" shall mean such areas, improvements, space, equipment and special services in or at the Strip Mall as determined by LESSOR from time to time to be devoted to the general usage of all lessees of all or any portion of the Strip Mall and their employees, customers and other invitees, including without limitation, all parking areas, roof, exterior of outside walls, access road, driveways, entrances, exits, retaining walls, landscaped areas, roads, pathways, storm water systems, sidewalks, grass plots, ornamental plantings, entry monuments, entry signs, electrical systems and the like.

2. **Use.** LESSEE'S use of the Leased Premises shall include the use, in common with others entitled thereto, of the Common Areas as may be designated from time to time by LESSOR, subject to all other terms and conditions herein and such regulations for use as may be reasonably prescribed, from time to time, by LESSOR.

3. **Additional Rent.** In addition to the fixed rent, LESSEE agrees to that the monthly rent will increases shall not exceed 3% per year after two years lease.

4. **Net Costs.** As used herein, Net Costs shall mean LESSOR'S total direct costs incurred in operating, managing, equipping, lighting, repairing, replacing, insuring and maintaining the Common Area, interests and real property taxes or assessments. Further, notwithstanding any other provision contained herein, LESSEE acknowledges and agrees that LESSOR'S Net Costs includes the cost of any and all real estate taxes and/or assessments on the building in which the Leased Premises are located, and, includes the cost of insuring the building in which the Leased Premises are located.

5. **Time and Manner of Payment.** LESSEE shall pay to LESSOR such rent by the 15th day of each month throughout the term of this Lease.



6. LESSOR shall have the right to close any or all portion of the Common Area as may, in the LESSOR'S sole discretion, be sufficient to prevent or discourage non-customer parking and LESSOR shall have the right, from time to time, to establish, modify and/or enforce rules and regulations with respect to the Common Area.

### **ARTICLE 3.1 - LATE PAYMENT**

In the event that any payment owed by LESSEE hereunder is not paid within ten days of the date it is first due and owing, LESSEE agrees to pay to LESSOR a late payment penalty in the amount of \$50.00 together with interest thereon at the rate of 10% per annum until all past due rents, additional rents or other payments owed including but not limited to late payment charges have been fully paid to LESSOR.

### **ARTICLE 4 - SECURITY DEPOSIT**

LESSOR acknowledges he has received \$1000.00 from LESSEE which shall remain on deposit with LESSOR during the term of this Lease as security for the payment of any rent and the full and faithful performance by LESSEE of all covenants and conditions herein.

In the event of any default on the part of LESSEE, said sum shall be retained by LESSOR and may be applied toward damages arising from such default. Said deposit shall be construed as liquidated damages but only to the amount of said deposit. Upon yielding of the Leased Premises at the end or termination of this Lease, provided no default has occurred, said sum shall be returned to LESSEE. No interest shall be payable on the deposit. LESSOR shall have the right to apply said deposit, or any part thereof, to cure any default that may exist. In the event that LESSOR conveys the Strip Mall or any interest under this Lease, said deposit or any part thereof shall be turned over to LESSOR'S successors-in-interest, grantees or assigns. LESSEE hereby releases LESSOR from any liability with respect to said deposit and LESSOR agrees he will not assign, pledge, mortgage or hypothecate his interest in said deposit.

LESSEE acknowledges and agrees that said security deposit is not made in payment of rent but is paid solely as security for the full and faithful performance of obligations hereunder.

In the event that said deposit, or any part thereof, be appropriated and applied by LESSOR for the payment of past due rent or any other sum owed hereunder to LESSOR, then LESSEE shall, within five (5) days of written demand by LESSOR, remit to LESSOR a sum sufficient in cash to restore said security to the original sum deposited. LESSEE'S failure to do so shall constitute a breach of this Lease.

### **ARTICLE 5 - UTILITIES**

LESSEE, solely, shall promptly (within the time period specified by any applicable utility provider) pay for all utilities installed or used on the Leased Premises including electricity, gas, water ( water bill will be shared with Farmer Insurance. LESSER is responsible to contact with Farmer to split the bill), and sewer. LESSEE shall establish individual accounts with utility providers and shall provide and pay any deposits required for such services. LESSEE, solely,

shall pay for trash services. Garbage and trash receptacles may be placed on in areas designated by LESSOR and LESSOR shall have the right to designate and control the type and size thereof.

#### **ARTICLE 6 - PERSONAL PROPERTY TAXES**

LESSEE shall pay all personal property taxes levied or assessed against any equipment or other personal property owned by LESSEE in the Leased Premises. LESSOR shall pay any personal property taxes levied or assessed against any equipment or other personal property owned by LESSOR in the Leased Premises.

#### **ARTICLE 7 - USE**

LESSEE agrees that the Leased Premises shall be used as **KNIVES AND MORE** and for no other purpose. LESSEE agrees no activity shall be carried on in the Leased Premises which shall be in violation of any applicable law, rule or regulation or for any purposed deemed hazardous by any fire casualty insurer providing coverage on the Leased Premises. LESSEE agrees and covenants it will not permit to be used any part of the Leased Premises for any dangerous, noxious or offensive trade business and will not cause or maintain any nuisance in, at or on the Leased Premises or the land upon which the Leased Premises is situated.

LESSEE shall use and occupy the Leased Premises in a careful, safe and proper manner, shall keep the Leased Premises in clean and safe condition, shall not permit solicitations, itinerant vending or like activities, or use the Leased Premises for any disreputable or immoral purpose that may injure the reputation of the Strip Mall or LESSOR. LESSEE shall not commit waste, permit waste to be committed, obstruct the common area or disturb the quiet enjoyment of any other lessee or inhibit or detract from LESSOR'S ability to lease other parts of the Strip Mall. LESSEE shall not permit the accumulation of trash, garbage or refuse in or around the Leased Premises.

#### **ARTICLE 8 - SIGNAGE**

LESSEE agrees and acknowledges that LESSOR owns the exterior of the building in which the Leased Premises are situated. LESSEE shall not place in any sign cabinet or on any exterior door, wall or window any sign or advertising matter or material or item of any kind without LESSOR'S prior written approval and consent.

LESSEE agrees and acknowledges that LESSOR owns an entrance sign at the entrance to the Strip Mall. LESSEE, with the prior written approval and consent of the LANDLORD which shall not be unreasonably withheld, may place or have placed on said entrance sign information that directs members of the public to LESSEE and/or to the Leased Premises.

All signage shall comply with any applicable law, rule, regulation or governmental restriction and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the LESSEE.

## **ARTICLE 9 - PARKING AREA**

LESSEE and employees of LESSEE shall park their motor vehicles only in such areas as have been designated by the LESSOR as indicated and shown on Exhibit A hereto. LESSEE agrees that all loading/unloading of goods shall be made at such places as the LESSOR designates and shall be conducted in a manner that does not obstruct or hinder the operation of the business of any other lessee.

## **ARTICLE 10 - IMPROVEMENTS AND TRADE FIXTURES**

Notwithstanding any other provision herein LESSEE shall pay for the washing of the exterior of all windows whose interior part is part of the Leased Premises. LESSEE may make, at its expense, additional improvements, repairs and alterations to the Leased Premises upon prior notice to the LESSOR. Except, however, LESSEE shall make no structural change to the building or any improvement of the Leased Premises without the prior written consent of LESSOR and such consent shall not be unreasonably withheld. The cost of any such improvement, repair or alteration shall be paid by LESSEE when due and LESSEE shall allow no lien or charge to be placed against or on the Leased Premises. Title to any and all improvements or alterations to all or any part of the Leased Premises shall vest in the LESSOR upon expiration or termination of this Lease. LESSEE agrees that any improvement undertaken by LESSEE shall be performed in accordance with and comply with ADA, zoning and similar laws, regulations and guidelines.

LESSEE may install such trade fixtures and equipment as may be needed in the conduct of business, provided the same shall be done at the sole cost, risk and expense of LESSEE. Said trade fixtures and equipment may be removed by LESSEE at the of this Lease so long as LESSEE has fully repaired, to the reasonable satisfaction of LESSOR, damages caused by such removal.

## **ARTICLE 11 - CARE AND MAINTENANCE OF PREMISES**

### **A. LESSEE'S DUTY TO REPAIR**

Except as otherwise provided for herein, LESSEE shall keep and maintain in good order, condition and repair (including any replacement and restoration as is required) the Leased Premises and every part thereof including, without limitation, the interior portion of all doors, door checks, windows, plate glass, store front, water and sewage facilities within the Leased Premises including free flow up to utility provider owned sewer lines, fixtures, sprinkler system, walls, floors, ceilings, fixtures, furniture and meters applicable to the Leased Premises, and all installations made by LESSEE together with any repairs required due to burglary, other illegal entry or strike involving LESSEE or LESSEE'S employees. If LESSEE refuses or neglects to commence and complete repairs promptly and adequately, LESSOR may, at LESSOR'S sole discretion, make and complete said repairs and LESSEE shall pay the cost thereof to LESSOR as an additional rent upon demand.

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## **B. LESSOR'S DUTY TO REPAIR**

LESSOR shall keep and maintain the foundation, exterior walls and roof of the building in which the Leased Premises are located, exclusive of doors, door frames, door checks, windows and window frames in exterior walls, in good repair, except that LESSOR shall not be called upon to make repair occasioned by the act or neglect of LESSEE or LESSEE'S agents, employees, invitees, licensees or contractors. LESSOR shall not be required or called upon to make any other improvement or repair of any kind upon the Leased Premises and appurtenances. Any of the foregoing repairs made necessary by the negligence of LESSEE or LESSEE'S agents, employees, invitees, licensees or contractors shall be the responsibility of LESSEE notwithstanding any provision to the contrary herein.

**Heating and Cooling Systems.** Notwithstanding any other provision in this Lease pertaining to heating and cooling, the parties agree that LESSEE shall be solely responsible for the upkeep, routine maintenance, repair and/or replacement including capital replacement of all or any part of those systems that heat and/or cool the Leased Premises. Thereafter, in the event of necessary upkeep, routine maintenance, repair and/or replacement including capital replacement of all or any part of those systems that heat and/or cool the Leased Premises, LESSEE agrees to pay LESSOR as additional rent such amount(s), however, such amount(s) is not to cumulatively exceed \$200 per year. Except, however, that any upkeep, routine maintenance, repair and/or replacement including capital replacement made necessary by the negligence of LESSEE or LESSEE'S agents, employees, invitees, licensees or contractors shall be the sole responsibility of LESSEE throughout the entire term of this Lease.

\*\*\*LESSEE will pay LESSOR \$200 a year for maintenance.\*\*\*

## **ARTICLE 12 - INSURANCE**

LESSOR shall maintain property coverage insurance to include all risk coverage on the Leased Premises and LESSEE shall make pay LESSEE'S pro rata share of LESSOR'S Net Costs, as provided for above, associated with such coverage. LESSEE shall maintain and pay for comprehensive public liability insurance covering its operations in or about the Leased Premises with coverage of at least \$1.0 million per person and \$2.0 million per accident, event or occurrence for injuries or damages to persons, and, at least \$1.0 million for damages or destruction of property, issued by an insurance company licensed to do business in the State of Kansas and showing LESSOR as an additional named insured on all such insurance. A certified copy of the insurance binder or "Evidence of Insurance" or other proof satisfactory to LESSOR for each policy LESSEE is required to carry shall be delivered to LESSOR at least ten (10) days prior to taking possession and ten (10) days prior to the expiration of any such policy. LESSEE'S failure to maintain required insurance shall constitute a breach hereof. LESSOR and LESSEE agree to waive claims for recovery from each other for any loss or damage to any of their property insured under a valid and collectible insurance policy, to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the parties' applicable policies of insurance.

## **ARTICLE 13 - RELEASE AND INDEMNIFICATION**



LESSEE hereby releases LESSOR for any injury, loss or damage to any person or property resulting from fire, theft, explosion, steam, gas, electricity, water, rain, snow, ice or leak from any part of the building in which the Leased Premises are situated, or any cause of any nature whatsoever, unless caused by or due to the negligence of LESSOR. LESSEE shall indemnify, pay for, protect, defend and hold harmless LESSOR from and against any claim arising from damage or injury, actual or claimed, of any kind or nature, to persons or property occurring in the Leased Premises or arising out of LESSEE'S use or occupancy of the Leased Premises or operations thereat, or, by reason of LESSEE'S construction, repair, alteration or maintenance of any improvement now at or later placed upon the Leased Premises. LESSOR releases LESSEE and shall indemnify, pay for, protect and defend LESSEE from and against any and all claims arising from damage or injury, actual or claimed, to persons or property, arising out of LESSOR'S negligence.

#### **ARTICLE 14 - CASUALTY DAMAGE**

In the event the leased premises are damaged or destroyed by fire or other casualty, the parties shall proceed as follows:

1. If the damage is so minor that it will not interfere with the LESSEE'S use of the property, then the LESSOR shall repair such damage, within a reasonable time, at LESSOR'S expense and this Lease shall continue in full force and effect for the remainder of the term without rent abatement.
2. In the event the Leased Premises are partially damaged but not rendered totally unfit for its intended use ( to an extent less than 50% of replacement cost) the LESSOR shall repair such damage, within a reasonable time, at LESSOR'S expense and this Lease shall continue in full force and effect for the remainder of the term, except rent shall abate in proportion to the damage during the period of damage and repair.
3. In the event the Leased Premises are damaged or destroyed so as to render them substantially unfit for its intended use (more than 50% of replacement cost) the LESSEE, at LESSEE'S option, may terminate this lease. If LESSEE does not elect to terminate this lease, LESSOR shall proceed to repair and/or replace the improvements on the leased premises as soon as possible. Rent shall abate during the period of damage and repair. In the event LESSEE elects to terminate this Lease, LESSEE shall be relieved of liability for any further payments under this Lease at the time of such casualty. In the event of damage as aforesaid, the rent, as set forth in Article 3 above, shall not be due and owing during the period when the Leased Premises are substantially unfit.

#### **ARTICLE 15- HAZARDOUS MATERIALS**

During the term of this lease, LESSEE, shall not transport, store, treat, dispose of, or in any manner deal with Hazardous Materials on the premises except in accordance with all applicable federal, state and local laws, ordinances, rules and regulations; and LESSEE shall conduct his business on the property in compliance with such laws, ordinances, rules and

regulations and shall keep the premises free and clear of any liens imposed pursuant to the same. In the event LESSEE receives any notice or advice from any governmental agency or other source with respect to Hazardous Materials on, from or affecting the premises, LESSEE shall immediately notify LESSOR. Hazardous Materials, as used herein, shall include without limitation gas, petroleum products, explosives, radioactive material, polychlorinated biphenyls or related or similar material, or any other solid or other waste substance or material defined or regulated as hazardous or toxic under any federal, state or local law, ordinance, rule or regulation.

LESSEE shall protect, defend, indemnify and save harmless LESSOR from and against all liability, obligation, claim, damage, penalty, cause of action, cost or expense (including without limitation attorneys' fees and expenses) imposed upon or incurred by or asserted against LESSOR and arising out of the storage, treatment, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Material on, from or affecting the premises during the term of this Lease, any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Material during the term of this Lease, or any violation by LESSEE of any law, order, regulation, requirement, demand or advice of any governmental authority based upon or in any way relating to such Hazardous Material including without limitation the cost and expense of any remedial action, attorneys' fees and costs, consultants' fees and costs, investigation and/or laboratory fees, court costs and litigation expenses of any kind.

#### **ARTICLE 16 - ASSIGNMENT AND SUBLEASE**

LESSOR may, without consent of LESSEE, grant, transfer, assign or otherwise convey any right hereunder at any time. LESSEE shall not grant, transfer, assign or otherwise convey LESSEE'S interest in the Leased Premises, by assignment or sublease, without the prior written consent of LESSOR and such consent shall not be unreasonably withheld. Any attempted assignment or subletting in violation thereof shall, at LESSOR'S sole discretion, constitute grounds for the termination of this Lease.

#### **ARTICLE 17 - RIGHT OF ENTRY**

LESSOR shall have the right to enter the Leased Premises at reasonable times with the prior permission of LESSEE for the purpose of inspecting or doing anything required under this Lease.

#### **ARTICLE 18 - QUIET ENJOYMENT**

LESSOR agrees that, if rent is paid as provided for hereunder and all covenants of LESSEE being all and singularly kept, fulfilled and performed, LESSEE shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the premises so long as this Lease remains in force, without hindrance or disturbance from LESSOR, subject to the specific provisions of this Lease.

#### **ARTICLE 19 - DEFAULT**

In the event LESSEE shall at any time default for more than ten days in the payment of any installment of rent, or fail for more than ten days after written notice to LESSEE to fulfill and perform any other covenant or obligation under this Lease; or in the event LESSEE shall become insolvent or be adjudged bankrupt, or make an assignment for the benefit of creditors, or if a receiver shall be appointed for LESSEE, or if the interest of the LESSEE in the Leased Premises shall be sold or placed for sale under execution or legal process, or if LESSEE abandons the Leased Premises, then the LESSOR may, at his option, terminate this Lease, take possession of the demised premises and all improvements thereon shall be delivered to LESSOR and thereupon LESSOR shall be entitled to and may take immediate possession of the Leased Premises, and any notice or demand being hereby waived.

In the event of such termination, all remaining rents and other obligations owed under this Lease until its termination, as though no default had occurred, shall become immediately due and payable upon the date such default occurs. All obligations of LESSOR to LESSEE owed hereunder shall, upon said date, cease. LESSOR shall be entitled to take immediate possession and LESSEE shall be liable for all damages, including but not limited to future payments of rent, occurring by reason of LESSEE'S failure to comply with the terms hereof. LESSOR shall have the right to re-enter the premises to assume and take possession of the whole or any part thereof, to remove all persons or personal property by summary or direct action, or in a different suit or proceeding, by force, or otherwise, without being deemed guilty of trespass or any other actionable wrong by reason therefore, and without being liable for the damages therefore or in connection therewith, and, after demand made therefore, LESSEE or anyone in possession claiming under LESSEE shall be deemed guilty of unlawful detainer and subject to such summary or other action as may be provided by law.

In the event of default by LESSEE as to which LESSOR does not elect to terminate this Lease, such non-election shall not constitute waiver, acquiescence or amendment of any term herein, and LESSOR shall have the right to enter and re-let the premises for the remainder of the term, in which case such rents as are obtained from third parties shall be applied against any amount due and owing LESSOR by LESSEE. In any event, LESSOR shall have the obligation to mitigate by attempting to re-let in a commercially reasonable manner.

LESSEE agrees to indemnify and save harmless LESSOR any and all reasonable collection fees, attorneys' fees and costs and court costs arising out of or in any way connected with LESSEE'S default of this Lease or failure to perform any covenant or obligation hereunder.

LESSOR'S remedies as set forth herein are in addition to and in lieu of any other right, remedy or relief available at law to LESSOR in the event of default or breach of any term of this Lease by LESSEE.

## **ARTICLE 20 - EMINENT DOMAIN OR CONDEMNATION**

In the event all the Leased Premises shall be taken under the right of eminent domain by any authority having a right of condemnation, or if any portion is so condemned as prevents the practical use of the premises for LESSEE'S purposes, this Lease and all obligations hereunder

shall terminate on the date title vests, pursuant to such proceeding. If such taking does not prevent the practical use of the Leased Premises for the purpose of the LESSEE then this Lease shall continue in full force and effect and the rents shall abate proportionately and such other adjustments shall be made as shall be just, reasonable and equitable. In the event an eminent domain or condemnation action is commenced involving the Leased Premises, LESSOR and LESSEE shall have their respective claims against the condemning authority for damages.

#### **ARTICLE 21 - RIGHT TO SHOW PREMISES**

LESSOR may at any time within ninety (90) days before the expiration of this Lease enter the Leased Premises at all reasonable hours of the day for the purpose of offering and showing the Leased Premises for lease, and, may place and keep on the windows and doors of the Leased Premises signs advertising the Leased Premises are for rent.

#### **ARTICLE 22 - HOLDING OVER**

Any holding over after the expiration of the term with the consent of LESSOR shall be construed as a month to month tenancy at one and one-half (to wit, 150%) all rents herein specified.

#### **ARTICLE 23 - NOTICES**

Any notice required hereunder to be given LESSEE shall be deemed given when delivered to or tacked to the Leased Premises. Any notice required to be given LESSOR shall be given to 3517 N High Point., Wichita, KS 67205. Notwithstanding any other provision herein, notices shall be deemed given when deposited in the United States mail, postage prepaid, certified mail, return receipt requested. LESSEE agrees to at all times, upon request, advise LESSOR of LESSEE'S secondary mailing addresses and/or resident agent's name and address.

#### **ARTICLE 24 - WAIVER**

Any failure by LESSOR to declare any forfeiture or termination by reason of LESSEE'S default hereunder shall not be considered or deemed a waiver of any right thereafter to declare a forfeiture or termination for any identical, like, similar or succeeding default.

#### **ARTICLE 25 - BINDING EFFECT**

This Lease shall be binding on the parties' respective heirs, successors, personal representatives and assigns.

#### **ARTICLE 26 - GOVERNING LAW**

This Lease shall be governed by the law of the Sate of Kansas.



## ARTICLE 27 - AUTHORITY TO EXECUTE

Any natural person executing this Lease on behalf of any artificial person hereby warrants and covenants that he or she has all requisite authority to execute on behalf thereof.

## ARTICLE 28 - INTEGRATION AND MODIFICATION

This Lease states the parties' entire agreement. No person or entity has the authority to make, or has made, any statement, representation or agreement, oral or written, which modifies, adds to, or changes the terms of this Lease. No modification of any term or condition herein shall be effective unless reduced to writing and executed by the parties hereto.

**ADDITIONAL VERBAGE ADDED TO LEASE CONTRACT:** LESSEE lease this space as is. LESSEE is responsible to let LESSOR know and approved of the making changes to the premises

**IN WITNESS WHEREOF, LESSOR AND LESSEE** have signed this Lease effective on the day and year first written above.

Theresa Hynah Date 6/20/19  
LESSOR

\_\_\_\_\_  
LESSEE Date \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# AMENDMENT TO LEASE CONTRACT

THINH KIM HUYNH (LESSOR)

AND

LESSEE HAS SEEN THE PROPERTY AND AGREED TO RENT AS IT. LESSOR HAS GIVEN LESSEE ONE MONTH FREE OF RENT (\$1500, ONE THOUSAND FIVE HUNDRED) TO DO WHATEVER NECESSARY TO MOVE IN.

LESSOR: THINK KIM HUYNH

DATE 6/20/19

*Thinh Huynh*

LESSEE: ,

DATE \_\_\_\_\_

## Receipt

June 18, 2019

Vina Van has received \$1000 deposit to lease 1301-1303 w. 31<sup>st</sup> and \$200 to check HVAC

 6/18/19

## LEASE

**THIS LEASE** made and entered into this 18th day of January, 2015, by and between:

Thinh Kim Huynh

(herein "LESSOR")

AND

(herein "LESSEE").

In consideration of the mutual covenants and promises hereinafter contained, the parties hereby agree as follows:

### ARTICLE 1 - LEASED PREMISES

LESSOR hereby leases, subject to the terms and conditions contained herein, to LESSEE that portion of real property commonly known as 1301 - 1307 West 31<sup>st</sup> Street South, Wichita, Sedgwick County, Kansas (hereafter the "Strip Mall") designated as Suite(s)1307 and indicated on Exhibit "A" which is attached hereto and incorporated herein by reference (herein the "Leased Premises").

LESSOR and LESSEE hereby agree that said Leased Premises consists of 1800 rentable square footage and further agree that LESSEE shall pay rent based thereon as set forth below.

### ARTICLE 2 - TERM

The term of this Lease shall begin on February 1, 2015 and end on February 28, 2017 unless sooner terminated as provided for herein. Rent shall commence on February 1, 2015.

### ARTICLE 3 - RENT

#### A. FIXED RENT

LESSEE agrees to pay LESSOR, as fixed base rent for the leased premises for the above term per the following monthly rent schedule, payable in advance on or before the 1<sup>st</sup> day of each month.

Lease Term	Monthly Rent	Yearly Rent
Months 1-12	\$1500.00	\$18,000.00
Months 13-24	\$1550.00	\$18,600.00

The rent for any fractional calendar month shall be prorated. In addition to said base rent, LESSEE shall pay as additional rent its proportionate and pro rata share of common area maintenance, real estate taxes and insurance on the terms and conditions set forth below. These costs shall be referred herein as Net Costs. The monthly base rent and net costs shall be \$1500.00 (February 1, 2015-January 30, 2016), and \$1550.00 (February 1, 2016- January 30, 2017) and shall be paid upon the signing of this lease for deposit.

## **B. ADDITIONAL RENT - COMPUTATION OF PRO RATA SHARE**

LESSEE'S pro rata share of common area maintenance, real estate taxes and insurance shall be that percentage factor computed by dividing the total square feet of the Leased Premises by the total square feet of completed and leasable space at 1301 - 1307 West 31<sup>st</sup> Street South, Wichita, Sedgwick County, Kansas (hereafter the "pro rata share"). Notwithstanding any other provision contained herein, the parties agree that the total square feet of completed and leasable space at the time this Lease shall be executed shall be and is 4,150 square feet.

## **C. ADDITIONAL RENT - COMMON AREAS**

1. **Common Areas.** The term "Common Areas" shall mean such areas, improvements, space, equipment and special services in or at the Strip Mall as determined by LESSOR from time to time to be devoted to the general usage of all lessees of all or any portion of the Strip Mall and their employees, customers and other invitees, including without limitation, all parking areas, roof, exterior of outside walls, access road, driveways, entrances, exits, retaining walls, landscaped areas, roads, pathways, storm water systems, sidewalks, grass plots, ornamental plantings, entry monuments, entry signs, electrical systems and the like.

2. **Use.** LESSEE'S use of the Leased Premises shall include the use, in common with others entitled thereto, of the Common Areas as may be designated from time to time by LESSOR, subject to all other terms and conditions herein and such regulations for use as may be reasonably prescribed, from time to time, by LESSOR.

3. **Additional Rent.** In addition to the fixed rent, LESSEE agrees to pay, at the time and in the manner stated herein, LESSEE'S pro rata share of the Net Costs, as herein defined, paid or incurred by LESSOR in the operation, maintenance, management, repair and reconstruction of all or any part of the Common Areas including, but not limited to, lighting, security (if any), policing, repairing, maintaining and any necessary reconstruction. Further, LESSEE agrees to pay LESSEE'S pro rata share of any public liability and property damage insurance for the Common Area. LESSOR warrants that real estate taxes and insurance costs (Net Costs) for 2014 are estimated to result in an additional rent expense of \$2.25 per square foot of Leased Premises (already included in the based rent). Lessor agrees that the rent will increases shall not exceed 3% per year after two years lease.

4. **Net Costs.** As used herein, Net Costs shall mean LESSOR'S total direct costs incurred in operating, managing, equipping, lighting, repairing, replacing, insuring and maintaining the Common Area, interests and real property taxes or assessments. Further,



notwithstanding any other provision contained herein, LESSEE acknowledges and agrees that LESSOR'S Net Costs includes the cost of any and all real estate taxes and/or assessments on the building in which the Leased Premises are located, and, includes the cost of insuring the building in which the Leased Premises are located.

5. **Time and Manner of Payment.** LESSEE shall pay to LESSOR such rent by the 15th day of each month throughout the term of this Lease.

6. LESSOR shall have the right to close any or all portion of the Common Area as may, in the LESSOR'S sole discretion, be sufficient to prevent or discourage non-customer parking and LESSOR shall have the right, from time to time, to establish, modify and/or enforce rules and regulations with respect to the Common Area.

### **ARTICLE 3.1 - LATE PAYMENT**

In the event that any payment owed by LESSEE hereunder is not paid within ten days of the date it is first due and owing, LESSEE agrees to pay to LESSOR a late payment penalty in the amount of \$50.00 together with interest thereon at the rate of 10% per annum until all past due rents, additional rents or other payments owed including but not limited to late payment charges have been fully paid to LESSOR.

### **ARTICLE 4 - SECURITY DEPOSIT**

LESSOR acknowledges he has received **\$1500.00** from LESSEE which shall remain on deposit with LESSOR during the term of this Lease as security for the payment of any rent and the full and faithful performance by LESSEE of all covenants and conditions herein.

In the event of any default on the part of LESSEE, said sum shall be retained by LESSOR and may be applied toward damages arising from such default. Said deposit shall be construed as liquidated damages but only to the amount of said deposit. Upon yielding of the Leased Premises at the end or termination of this Lease, provided no default has occurred, said sum shall be returned to LESSEE. No interest shall be payable on the deposit. LESSOR shall have the right to apply said deposit, or any part thereof, to cure any default that may exist. In the event that LESSOR conveys the Strip Mall or any interest under this Lease, said deposit or any part thereof shall be turned over to LESSOR'S successors-in-interest, grantees or assigns. LESSEE hereby releases LESSOR from any liability with respect to said deposit and LESSOR agrees he will not assign, pledge, mortgage or hypothecate his interest in said deposit.

LESSEE acknowledges and agrees that said security deposit is not made in payment of rent but is paid solely as security for the full and faithful performance of obligations hereunder.

In the event that said deposit, or any part thereof, be appropriated and applied by LESSOR for the payment of past due rent or any other sum owed hereunder to LESSOR, then LESSEE shall, within five (5) days of written demand by LESSOR, remit to LESSOR a sum sufficient in cash to restore said security to the original sum deposited. LESSEE'S failure to do

so shall constitute a breach of this Lease.

#### **ARTICLE 5 - UTILITIES**

LESSEE, solely, shall promptly (within the time period specified by any applicable utility provider) pay for all utilities installed or used on the Leased Premises including electricity, gas, water ( water bill will be shared with **VOLCANO VIPER HOOKAH CAFE**). LESSOR is responsible to contact with Farmer to split the bill), and sewer. LESSEE shall establish individual accounts with utility providers and shall provide and pay any deposits required for such services. LESSEE, solely, shall pay for trash services. Garbage and trash receptacles may be placed on in areas designated by LESSOR and LESSOR shall have the right to designate and control the type and size thereof.

#### **ARTICLE 6 - PERSONAL PROPERTY TAXES**

LESSEE shall pay all personal property taxes levied or assessed against any equipment or other personal property owned by LESSEE in the Leased Premises. LESSOR shall pay any personal property taxes levied or assessed against any equipment or other personal property owned by LESSOR in the Leased Premises.

#### **ARTICLE 7 - USE**

LESSEE agrees that the Leased Premises shall be used as **an Insurance company** and for no other purpose. LESSEE agrees no activity shall be carried on in the Leased Premises which shall be in violation of any applicable law, rule or regulation or for any purposed deemed hazardous by any fire casualty insurer providing coverage on the Leased Premises. LESSEE agrees and covenants it will not permit to be used any part of the Leased Premises for any dangerous, noxious or offensive trade business and will not cause or maintain any nuisance in, at or on the Leased Premises or the land upon which the Leased Premises is situated.

LESSEE shall use and occupy the Leased Premises in a careful, safe and proper manner, shall keep the Leased Premises in clean and safe condition, shall not permit solicitations, itinerant vending or like activities, or use the Leased Premises for any disreputable or immoral purpose that may injure the reputation of the Strip Mall or LESSOR. LESSEE shall not commit waste, permit waste to be committed, obstruct the common area or disturb the quiet enjoyment of any other lessee or inhibit or detract from LESSOR'S ability to lease other parts of the Strip Mall. LESSEE shall not permit the accumulation of trash, garbage or refuse in or around the Leased Premises.

#### **ARTICLE 8 - SIGNAGE**

LESSEE agrees and acknowledges that LESSOR owns the exterior of the building in which the Leased Premises are situated. LESSEE shall not place in any sign cabinet or on any

exterior door, wall or window any sign or advertising matter or material or item of any kind without LESSOR'S prior written approval and consent.

LESSEE agrees and acknowledges that LESSOR owns an entrance sign at the entrance to the Strip Mall. LESSEE, with the prior written approval and consent of the LANDLORD which shall not be unreasonably withheld, may place or have placed on said entrance sign information that directs members of the public to LESSEE and/or to the Leased Premises.

All signage shall comply with any applicable law, rule, regulation or governmental restriction and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the LESSEE.

#### **ARTICLE 9 - PARKING AREA**

LESSEE and employees of LESSEE shall park their motor vehicles only in such areas as have been designated by the LESSOR as indicated and shown on Exhibit A hereto. LESSEE agrees that all loading/unloading of goods shall be made at such places as the LESSOR designates and shall be conducted in a manner that does not obstruct or hinder the operation of the business of any other lessee.

#### **ARTICLE 10 - IMPROVEMENTS AND TRADE FIXTURES**

Notwithstanding any other provision herein LESSEE shall pay for the washing of the exterior of all windows whose interior part is part of the Leased Premises. LESSEE may make, at its expense, additional improvements, repairs and alterations to the Leased Premises upon prior notice to the LESSOR. Except, however, LESSEE shall make no structural change to the building or any improvement of the Leased Premises without the prior written consent of LESSOR and such consent shall not be unreasonably withheld. The cost of any such improvement, repair or alteration shall be paid by LESSEE when due and LESSEE shall allow no lien or charge to be placed against or on the Leased Premises. Title to any and all improvements or alterations to all or any part of the Leased Premises shall vest in the LESSOR upon expiration or termination of this Lease. LESSEE agrees that any improvement undertaken by LESSEE shall be performed in accordance with and comply with ADA, zoning and similar laws, regulations and guidelines.

LESSEE may install such trade fixtures and equipment as may be needed in the conduct of business, provided the same shall be done at the sole cost, risk and expense of LESSEE. Said trade fixtures and equipment may be removed by LESSEE at the end of this Lease so long as LESSEE has fully repaired, to the reasonable satisfaction of LESSOR, damages caused by such removal.

#### **ARTICLE 11 - CARE AND MAINTENANCE OF PREMISES**

##### **A. LESSEE'S DUTY TO REPAIR**



Except as otherwise provided for herein, LESSEE shall keep and maintain in good order, condition and repair (including any replacement and restoration as is required) the Leased Premises and every part thereof including, without limitation, the interior portion of all doors, door checks, windows, plate glass, store front, water and sewage facilities within the Leased Premises including free flow up to utility provider owned sewer lines, fixtures, sprinkler system, walls, floors, ceilings, fixtures, furniture and meters applicable to the Leased Premises, and all installations made by LESSEE together with any repairs required due to burglary, other illegal entry or strike involving LESSEE or LESSEE'S employees. If LESSEE refuses or neglects to commence and complete repairs promptly and adequately, LESSOR may, at LESSOR'S sole discretion, make and complete said repairs and LESSEE shall pay the cost thereof to LESSOR as an additional rent upon demand.

#### **B. LESSOR'S DUTY TO REPAIR**

LESSOR shall keep and maintain the foundation, exterior walls and roof of the building in which the Leased Premises are located, exclusive of doors, door frames, door checks, windows and window frames in exterior walls, in good repair, except that LESSOR shall not be called upon to make repair occasioned by the act or neglect of LESSEE or LESSEE'S agents, employees, invitees, licensees or contractors. LESSOR shall not be required or called upon to make any other improvement or repair of any kind upon the Leased Premises and appurtenances. Any of the foregoing repairs made necessary by the negligence of LESSEE or LESSEE'S agents, employees, invitees, licensees or contractors shall be the responsibility of LESSEE notwithstanding any provision to the contrary herein.

**Heating and Cooling Systems.** Notwithstanding any other provision in this Lease pertaining to heating and cooling, the parties agree that LESSEE shall be solely responsible for the upkeep, routine maintenance, repair and/or replacement including capital replacement of all or any part of those systems that heat and/or cool the Leased Premises. Thereafter, in the event of necessary upkeep, routine maintenance, repair and/or replacement including capital replacement of all or any part of those systems that heat and/or cool the Leased Premises, LESSEE agrees to pay LESSOR as additional rent such amount(s), however, such amount(s) is not to cumulatively exceed \$200 per year. Except, however, that any upkeep, routine maintenance, repair and/or replacement including capital replacement made necessary by the negligence of LESSEE or LESSEE'S agents, employees, invitees, licensees or contractors shall be the sole responsibility of LESSEE throughout the entire term of this Lease.

#### **ARTICLE 12 - INSURANCE**

LESSOR shall maintain property coverage insurance to include all risk coverage on the Leased Premises and LESSEE shall make pay LESSEE'S pro rata share of LESSOR'S Net Costs, as provided for above, associated with such coverage. LESSEE shall maintain and pay for comprehensive public liability insurance covering its operations in or about the Leased Premises with coverage of at least \$1.0 million per person and \$2.0 million per accident, event or occurrence for injuries or damages to persons, and, at least \$1.0 million for damages or destruction of property, issued by an insurance company licensed to do business in the State of Kansas and showing LESSOR as an additional named insured on all such insurance. A certified

copy of the insurance binder or "Evidence of Insurance" or other proof satisfactory to LESSOR for each policy LESSEE is required to carry shall be delivered to LESSOR at least ten (10) days prior to taking possession and ten (10) days prior to the expiration of any such policy. LESSEE'S failure to maintain required insurance shall constitute a breach hereof. LESSOR and LESSEE agree to waive claims for recovery from each other for any loss or damage to any of their property insured under a valid and collectible insurance policy, to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the parties' applicable policies of insurance.

### **ARTICLE 13 - RELEASE AND INDEMNIFICATION**

LESSEE hereby releases LESSOR for any injury, loss or damage to any person or property resulting from fire, theft, explosion, steam, gas, electricity, water, rain, snow, ice or leak from any part of the building in which the Leased Premises are situated, or any cause of any nature whatsoever, unless caused by or due to the negligence of LESSOR. LESSEE shall indemnify, pay for, protect, defend and hold harmless LESSOR from and against any claim arising from damage or injury, actual or claimed, of any kind or nature, to persons or property occurring in the Leased Premises or arising out of LESSEE'S use or occupancy of the Leased Premises or operations thereat, or, by reason of LESSEE'S construction, repair, alteration or maintenance of any improvement now at or later placed upon the Leased Premises. LESSOR releases LESSEE and shall indemnify, pay for, protect and defend LESSEE from and against any and all claims arising from damage or injury, actual or claimed, to persons or property, arising out of LESSOR'S negligence.

### **ARTICLE 14 - CASUALTY DAMAGE**

In the event the leased premises are damaged or destroyed by fire or other casualty, the parties shall proceed as follows:

1. If the damage is so minor that it will not interfere with the LESSEE'S use of the property, then the LESSOR shall repair such damage, within a reasonable time, at LESSOR'S expense and this Lease shall continue in full force and effect for the remainder of the term without rent abatement.
2. In the event the Leased Premises are partially damaged but not rendered totally unfit for its intended use ( to an extent less than 50% of replacement cost) the LESSOR shall repair such damage, within a reasonable time, at LESSOR'S expense and this Lease shall continue in full force and effect for the remainder of the term, except rent shall abate in proportion to the damage during the period of damage and repair.
3. In the event the Leased Premises are damaged or destroyed so as to render them substantially unfit for its intended use (more than 50% of replacement cost) the LESSEE, at LESSEE'S option, may terminate this lease. If LESSEE does not elect to terminate this lease, LESSOR shall proceed to repair and/or replace the improvements on the leased premises as soon as possible. Rent shall abate during the period of damage and repair. In the event LESSEE elects to terminate this



Lease, LESSEE shall be relieved of liability for any further payments under this Lease at the time of such casualty. In the event of damage as aforesaid, the rent, as set forth in Article 3 above, shall not be due and owing during the period when the Leased Premises are substantially unfit.

#### **ARTICLE 15- HAZARDOUS MATERIALS**

During the term of this lease, LESSEE, shall not transport, store, treat, dispose of, or in any manner deal with Hazardous Materials on the premises except in accordance with all applicable federal, state and local laws, ordinances, rules and regulations; and LESSEE shall conduct his business on the property in compliance with such laws, ordinances, rules and regulations and shall keep the premises free and clear of any liens imposed pursuant to the same. In the event LESSEE receives any notice or advice from any governmental agency or other source with respect to Hazardous Materials on, from or affecting the premises, LESSEE shall immediately notify LESSOR. Hazardous Materials, as used herein, shall include without limitation gas, petroleum products, explosives, radioactive material, polychlorinated biphenyls or related or similar material, or any other solid or other waste substance or material defined or regulated as hazardous or toxic under any federal, state or local law, ordinance, rule or regulation.

LESSEE shall protect, defend, indemnify and save harmless LESSOR from and against all liability, obligation, claim, damage, penalty, cause of action, cost or expense (including without limitation attorneys' fees and expenses) imposed upon or incurred by or asserted against LESSOR and arising out of the storage, treatment, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Material on, from or affecting the premises during the term of this Lease, any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Material during the term of this Lease, or any violation by LESSEE of any law, order, regulation, requirement, demand or advice of any governmental authority based upon or in any way relating to such Hazardous Material including without limitation the cost and expense of any remedial action, attorneys' fees and costs, consultants' fees and costs, investigation and/or laboratory fees, court costs and litigation expenses of any kind.

#### **ARTICLE 16 - ASSIGNMENT AND SUBLEASE**

LESSOR may, without consent of LESSEE, grant, transfer, assign or otherwise convey any right hereunder at any time. LESSEE shall not grant, transfer, assign or otherwise convey LESSEE'S interest in the Leased Premises, by assignment or sublease, without the prior written consent of LESSOR and such consent shall not be unreasonably withheld. Any attempted assignment or subletting in violation thereof shall, at LESSOR'S sole discretion, constitute grounds for the termination of this Lease.

#### **ARTICLE 17 - RIGHT OF ENTRY**

LESSOR shall have the right to enter the Leased Premises at reasonable times with the prior permission of LESSEE for the purpose of inspecting or doing anything required under this

Lease.

## **ARTICLE 18 - QUIET ENJOYMENT**

LESSOR agrees that, if rent is paid as provided for hereunder and all covenants of LESSEE being all and singularly kept, fulfilled and performed, LESSEE shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the premises so long as this Lease remains in force, without hindrance or disturbance from LESSOR, subject to the specific provisions of this Lease.

## **ARTICLE 19 - DEFAULT**

In the event LESSEE shall at any time default for more than ten days in the payment of any installment of rent, or fail for more than ten days after written notice to LESSEE to fulfill and perform any other covenant or obligation under this Lease; or in the event LESSEE shall become insolvent or be adjudged bankrupt, or make an assignment for the benefit of creditors, or if a receiver shall be appointed for LESSEE, or if the interest of the LESSEE in the Leased Premises shall be sold or placed for sale under execution or legal process, or if LESSEE abandons the Leased Premises, then the LESSOR may, at his option, terminate this Lease, take possession of the demised premises and all improvements thereon shall be delivered to LESSOR and thereupon LESSOR shall be entitled to and may take immediate possession of the Leased Premises, and any notice or demand being hereby waived.

In the event of such termination, all remaining rents and other obligations owed under this Lease until its termination, as though no default had occurred, shall become immediately due and payable upon the date such default occurs. All obligations of LESSOR to LESSEE owed hereunder shall, upon said date, cease. LESSOR shall be entitled to take immediate possession and LESSEE shall be liable for all damages, including but not limited to future payments of rent, occurring by reason of LESSEE'S failure to comply with the terms hereof. LESSOR shall have the right to re-enter the premises to assume and take possession of the whole or any part thereof, to remove all persons or personal property by summary or direct action, or in a different suit or proceeding, by force, or otherwise, without being deemed guilty of trespass or any other actionable wrong by reason therefore, and without being liable for the damages therefore or in connection therewith, and, after demand made therefore, LESSEE or anyone in possession claiming under LESSEE shall be deemed guilty of unlawful detainer and subject to such summary or other action as may be provided by law.

In the event of default by LESSEE as to which LESSOR does not elect to terminate this Lease, such non-election shall not constitute waiver, acquiescence or amendment of any term herein, and LESSOR shall have the right to enter and re-let the premises for the remainder of the term, in which case such rents as are obtained from third parties shall be applied against any amount due and owing LESSOR by LESSEE. In any event, LESSOR shall have the obligation to mitigate by attempting to re-let in a commercially reasonable manner.

LESSEE agrees to indemnify and save harmless LESSOR any and all reasonable collection fees, attorneys' fees and costs and court costs arising out of or in any way connected



with LESSEE'S default of this Lease or failure to perform any covenant or obligation hereunder.

LESSOR'S remedies as set forth herein are in addition to and in lieu of any other right, remedy or relief available at law to LESSOR in the event of default or breach of any term of this Lease by LESSEE.

#### **ARTICLE 20 - EMINENT DOMAIN OR CONDEMNATION**

In the event all the Leased Premises shall be taken under the right of eminent domain by any authority having a right of condemnation, or if any portion is so condemned as prevents the practical use of the premises for LESSEE'S purposes, this Lease and all obligations hereunder shall terminate on the date title vests, pursuant to such proceeding. If such taking does not prevent the practical use of the Leased Premises for the purpose of the LESSEE then this Lease shall continue in full force and effect and the rents shall abate proportionately and such other adjustments shall be made as shall be just, reasonable and equitable. In the event an eminent domain or condemnation action is commenced involving the Leased Premises, LESSOR and LESSEE shall have their respective claims against the condemning authority for damages.

#### **ARTICLE 21 - RIGHT TO SHOW PREMISES**

LESSOR may at any time within ninety (90) days before the expiration of this Lease enter the Leased Premises at all reasonable hours of the day for the purpose of offering and showing the Leased Premises for lease, and, may place and keep on the windows and doors of the Leased Premises signs advertising the Leased Premises are for rent.

#### **ARTICLE 22 - HOLDING OVER**

Any holding over after the expiration of the term with the consent of LESSOR shall be construed as a month to month tenancy at one and one-half (to wit, 150%) all rents herein specified.

#### **ARTICLE 23 - NOTICES**

Any notice required hereunder to be given LESSEE shall be deemed given when delivered to or tacked to the Leased Premises. Any notice required to be given LESSOR shall be given to 3517 N High Point., Wichita, KS 67205. Notwithstanding any other provision herein, notices shall be deemed given when deposited in the United States mail, postage prepaid, certified mail, return receipt requested. LESSEE agrees to at all times, upon request, advise LESSOR of LESSEE'S secondary mailing addresses and/or resident agent's name and address.

#### **ARTICLE 24 - WAIVER**

Any failure by LESSOR to declare any forfeiture or termination by reason of LESSEE'S default hereunder shall not be considered or deemed a waiver of any right thereafter to declare a forfeiture or termination for any identical, like, similar or succeeding default.

**ARTICLE 25 - BINDING EFFECT**

This Lease shall be binding on the parties' respective heirs, successors, personal representatives and assigns.

**ARTICLE 26 - GOVERNING LAW**

This Lease shall be governed by the law of the State of Kansas.

**ARTICLE 27 - AUTHORITY TO EXECUTE**

Any natural person executing this Lease on behalf of any artificial person hereby warrants and covenants that he or she has all requisite authority to execute on behalf thereof.

**ARTICLE 28 - INTEGRATION AND MODIFICATION**

This Lease states the parties' entire agreement. No person or entity has the authority to make, or has made, any statement, representation or agreement, oral or written, which modifies, adds to, or changes the terms of this Lease. No modification of any term or condition herein shall be effective unless reduced to writing and executed by the parties hereto.

IN WITNESS WHEREOF, LESSOR AND LESSEE have signed this Lease effective on the day and year first written above.

  
LESSOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_



*Sedgwick County...  
working for you*

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

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Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood H

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDER

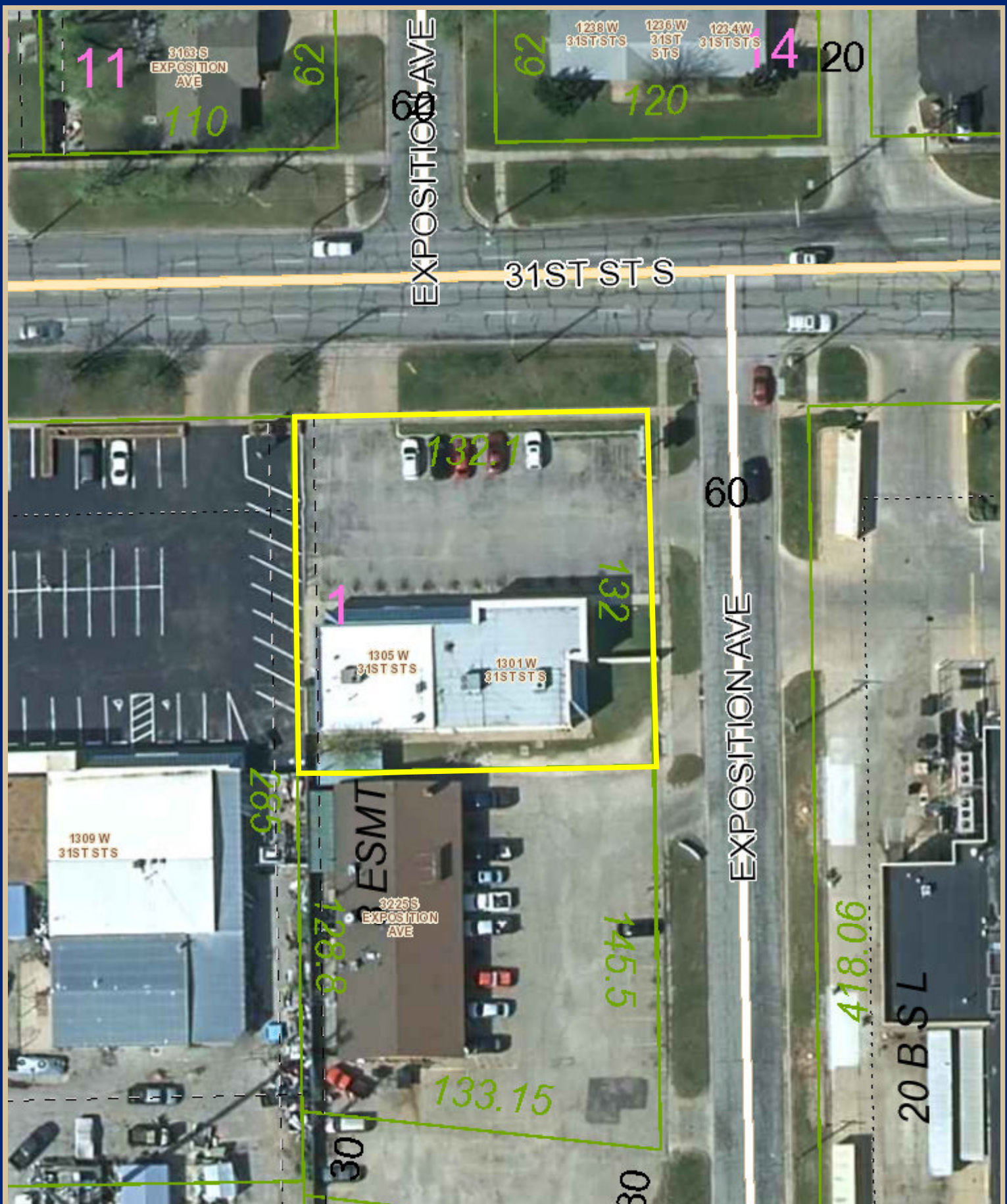
X



X,

Area Not Included





Geographic Information Services

*Sedgwick County...*  
*working for you*

**1301-1307 W. 31st St. S. - Wichita, KS 67217**  
**Aerial**



0 0.0045 0.009  
mi

1 inch = 47 feet

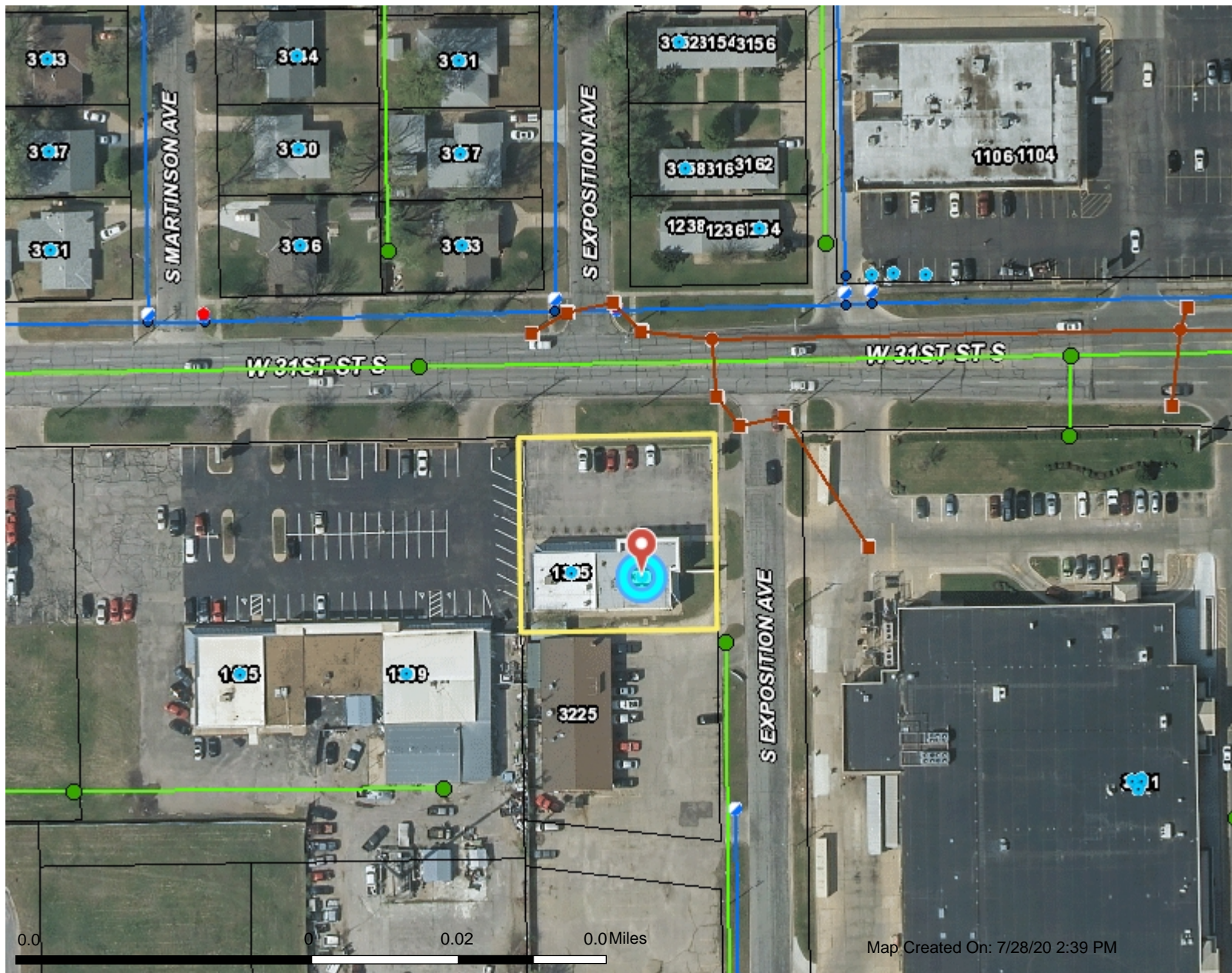
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# 1301-1307 W. 31st St. S. - Wichita, KS 67217 | Utility Map



## Legend

- Storm Structures
  - Manhole
  - Inlet
  - Outfall
  - Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
- Open Channel Conduit
- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Parcels
- Andover Parcels

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,200



# N.E. 1/4 SEC. 7, TWP. 28S, R.1E.

R1  
25



SEDGWICK COUNTY CLERK





## TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.





8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
12. Bidder authorizes McCurdy to information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy has the right to establish all bidding increments in a commercially reasonable manner.
17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.



21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
23. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at [info@mccurdyauction.com](mailto:info@mccurdyauction.com).
24. Bids submitted using the online bidding platform cannot be retracted. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
25. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
26. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to extend the scheduled closing time of the auction.
27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 6 of these Terms and Conditions by 12:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
28. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.

# GUIDE TO AUCTION COSTS

## WHAT TO EXPECT

### THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

### THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

