

# ***BIDDERS PACKET***

## ***Bid Submission Instructions***

All Sealed Bids must be received by **3:00 PM EST on Tuesday, June 18, 2019** at the following address:

**Sanford Alderfer Real Estate  
Attn: Sealed Bid #AL61819A  
2780 Shelly Road  
Harleysville, PA 19438**

Or by email to: **saralyn@alderferrealestate.com**

Any bid received after the deadline may be returned to the sender unopened. Please make sure to put a return address on your bid.

If you are using an overnight service to deliver your bid, we recommend that you specify morning delivery to avoid possible delays by the delivery service.

Each bid must contain:

An executed copy of the Bidder's Statement;  
An executed copy of the Sealed Bid Form;  
A certified or cashier's check in the amount declared on the bid form, made payable to  
Tranzon Alderfer

**\*\*If emailing bid submission a copy of the certified check must be included.\*\***

No check will be deposited until the winning bid is accepted. The successful bidder's initial Earnest Money will be held in an interest bearing account.

# BIDDERS PACKET

## SEALED BID FORM

17 Mainland Road, Harleysville, PA 19438  
Lower Salford Township, Montgomery County  
Tax Parcel # 50-00-01684-003

*Sealed bid is due on or before:  
Tuesday June 18, 2019 at 3:00 PM EST*

*Mailed bids to:*  
**Sanford Alderfer Real Estate  
2780 Shelly Road  
Harleysville, PA 19438**

**Or email to:**  
[Saralyn@alderferrealestate.com](mailto:Saralyn@alderferrealestate.com)  
**Subject: Mainland Inn Sealed Bid**

Place a check mark in the boxes indicating the following:

- Acknowledgement of receipt of Property Information Package and Bidder's Statement.
  - Included is a certified or cashier's check in the amount of **\$50,000.00** made payable to **Tranzon Alderfer**. Deposit monies will be adjusted to be 10% of successful bid price
  - Bidder wishes to purchase the following items at the agreed upon price:**
    - Commercial Line Food Preparation Equipment and Coolers \$100,000
    - Restaurant/Banquet Facility Furniture and Serving Inventory \$20,000
    - Intellectual Property and Goodwill (Name, Website Phone #) \$10,000
- \*Liquor License is also available please call our office for details.

**This amount is not to be included in bid amount of the Real Estate and to be paid at settlement.**

**Bid for 17 Mainland Road, Harleysville, PA:**

**Bid Amount:** \$ \_\_\_\_\_  
**Buyer's Premium:** \$ \_\_\_\_\_ (10% of Bid Amount)  
**Total Bid:** \$ \_\_\_\_\_ (Bid Amount + Buyer's Premium)

**Additional Purchases:**

Commercial line Food Preparation Equipment, and Coolers \$ \_\_\_\_\_  
 Restaurant/Banquet Facility Furniture and Serving Inventory \$ \_\_\_\_\_  
 Intellectual Property and Goodwill \$ \_\_\_\_\_  
**Total Purchase Price including all indicated options:** \$ \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**Signature** \_\_\_\_\_

\*\*\*\* Sanford Alderfer Real Estate is not responsible for bids delayed or lost in the mail\*\*\*\*

# BIDDERS PACKET

## BIDDER'S STATEMENT

17 Mainland Road, Harleysville, PA 19438  
Lower Salford Township  
Montgomery County

The undersigned represents and warrants that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Bidder's Statement on behalf of the undersigned or the entity, if any, designated above the signature line below. In consideration of being permitted to bid at sealed bid auction, the undersigned agrees with the ownership of the above-referenced property, **Mainland Terroir, LLC** and **Tranzon Alderfer** ("Broker"), and their respective successors and assigns as follows:

The undersigned acknowledges receipt of or access to prior to the execution hereof of copies of the following:

- A Property Information Package describing the auction, including the Terms and Conditions for Purchasing the Property at a Sealed Bid Sale.

The undersigned has the financial resources necessary to complete the timely acquisition of the Property, as and when required pursuant to the Real Estate Sale Contract at the bid price offered by the undersigned.

The undersigned has reviewed the Specimen Contract and has obtained and reviewed all other information which he or she or it feels is necessary or appropriate in order to bid at the auction. The Property Information Package and all such information are acceptable to the undersigned and such acceptance is reflected in the amount bid by the undersigned.

The undersigned has independently inspected and reviewed the physical condition of the Property, including (but not by way of limitation): (a) the title of Seller, (b) the condition and state of repair and lack of repair of all improvements thereon, (c) the existence and condition of any or all personal property at the Property, (d) the nature, provisions and effect of all health, fire, environmental, building, zoning, subdivision and all other use and occupancy laws, ordinances and regulations applicable hereto.

The undersigned understands and agrees: (a) THAT THE PROPERTY WILL BE SOLD "WHERE IS" IN "AS IS" CONDITION WITH NO WARRANTY, EXPRESSED OR IMPLIED ABOUT SUCH CONDITION (SELLER AND BROKER EXPRESSLY DISCLAIMING ANY WARRANTIES OF HABITABILITY, FITNESS FOR INTENDED USE OR OTHER IMPLIED WARRANTIES) AND WITH THE UNDERSIGNED ACCEPTING ALL DEFECTS, BOTH APPARENT AND LATENT, AT ITS OWN, ABSOLUTE AND EXCLUSIVE RISK; (b) that the Property is acceptable in its present condition; and (c) that neither Seller nor Broker will have any liability or obligation whatsoever for the physical condition of the Property, or for any inaccuracy or omission from any of the written information and materials about the Property.

The undersigned confirms that no officer, employee or agent of Seller, Seller's Broker, or any persons alleging to be or represent the Seller or Seller's Broker has made any representations or warranties concerning the Property and/or Property Information Package. Except to the extent of any undertakings to be made by the Seller in the Purchase and Sale Agreement, the undersigned hereby absolutely and unconditionally releases and discharges Seller, Seller's Broker and their respective officers, employees, agents, successors and assigns, or and from any claim or cause of action the undersigned may herefore or hereafter have relating to the Property Information Package and any alleged oral or written representations, warranties or agreements relating thereto or to the Property.

IN WITNESS WHEREOF, the undersigned has cause this Bidder's Statement to be executed by its duly authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Signature

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Please Print Name

*This document is to be submitted with the Sealed Bid form.*