

HI-LAND CREDIT UNION

OFFER TO PURCHASE (PRIVATE SALE BID)

Date: _____

I, _____, offer to purchase the _____
NAME ITEM

(referred to as "Property"), for the amount of \$ _____, from Hi-land Credit Union
on the following terms:

1. **Binding Offer.** I understand that by signing this offer to purchase, I will be legally bound to purchase the property if my bid is accepted and the sale is awarded to me in accordance with the terms of this offer.
2. **Warranty Disclaimer.** I have either inspected the property, or I choose to make this offer without the inspection. In either event, I offer to purchase the property "as is" and I understand that regardless of any representations of statements made by any agent, employee or representative, HI-LAND CREDIT UNION DISCLAIMS ANY AND ALL WARRANTIES AND MAKES NO WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY, FITNESS OR CONDITION.
3. **Payment.** If Hi-Land Credit Union provides with me notice of acceptance of my bid, and awards the sale of the property to me, I will tender payment in the amount of my bid to Hi-land Credit Union, by cash or cashier's check within two business days from notification. If I fail to do so, Hi-land Credit Union reserves the right to award the property to another bidder, in which event I will pay Hi-land Credit Union the difference between my bid and the final sale price if it is less than what I offered to pay.
4. **Discretion of Hi-land Credit Union to Reject Bids.** Hi-land Credit Union may reject any or all bids, including my bid without giving reason therefor, or may withdraw the property from sale. Hi-land Credit Union is not obligated to accept the highest bid without regard to other considerations.
5. **Payment of Taxes, Fees and Costs.** If my bid is accepted by Hi-land and I am awarded the sale of the property, I will pay for all fees and costs associated with registration and licensing of the property including, but not limited to, sales taxes, property taxes (which may include property taxes for two years), fees and other costs associated with licensing and registration.
6. **Mileage.** If the property is a vehicle I make this offer without regard to actual mileage. I understand that Hi-land Credit Union does not warrant, certify or guarantee that the odometer reading accurately reflects the actual mileage of the vehicle.
7. **Financing.** I make this offer without condition as to financing. I also understand that Hi-land Credit Union will not be obligated to provide financing for me to complete the purchase.
8. **Attorney's Fee.** I will be responsible to pay for reasonable attorney's fees and costs incurred by Hi-land Credit Union in connection with enforcing this offer to purchase against me if I fail to perform under the provisions hereof whether or not judicial proceedings are commenced.
9. **Invalidity of Prior Statements.** If this offer is accepted I understand that the terms hereof will constitute my entire agreement with Hi-land Credit Union and all prior communications, oral or written, are superseded and merged into this offer and are of no force or effect.

SIGNATURE

ADDRESS

STATE

ZIP

HOME PHONE

WORK PHONE