

Romkema Estate Auction - Terms of Use

As a bidder in this auction, you will be bound to the following terms and conditions.

We use credit card verification to confirm bidder authenticity. Please note any verification amounts are immediately credited back to your account.

ANNOUNCEMENTS AND STATEMENTS MADE BY HAYDEN OUTDOORS REAL ESTATE AT AND/OR DURING THE AUCTION WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR OTHER ORAL STATEMENTS. PROSPECTIVE PURCHASERS ARE ADVISED TO CONSULT WITH AN ATTORNEY OF THEIR CHOICE WITH RESPECT TO THE PURCHASE OF ANY REAL PROPERTY INCLUDING, BUT NOT LIMITED TO, SEEKING LEGAL ADVICE FROM THEIR OWN ATTORNEY REGARDING DISCLOSURES AND DISCLAIMERS SET FORTH BELOW.

Live Auction Date and Time:

October 13, 2026 @ 10:00 AM Central Time

Auction Location:

Tyndall Auditorium, 1609 Laurel St, Tyndall, SD 57006

Online Bidding:

Opens October 12th and concludes when live bidding ends

Acreage/Tracts:

Tract 1 (156 Acres +/-)

Tract 2 (156 Acres +/-)

Tract 3 (149.07 Acres +/-)

Tract 4 (19.13 Acres +/-)

Auction Format:

This auction is live and simultaneous online absolute auction. The property(ies) will be offered for sale to the highest bidder(s) and will be sold with no contingencies. Our goal is to realize the highest return to the seller and to satisfy all interested parties by allowing bidders, who are interested, to have the same opportunity. Bidding is allowed to all registered bidders. Bidders will be required to pre-register and provide required information to receive bidder authorization. All bidding is open to the public. Bidding during the auction will require you to raise your bid electronically via the internet if participating in online bidding.

Auction Procedures:

Conduct of the auction and increments of bidding are at the direction and discretion of Auctioneers. Announcements made by broker representatives or auctioneer supersede all previously printed material. The auction is open to registered bidders. If any disputes should arise following the auction, the records of Auctioneers and Brokers shall be conclusive. Property(ies) are sold in AS IS, WHERE IS, with NO contingencies allowed.

Auction Registration:

All parties seeking to bid on the properties offered at auction must register prior to the auction conclusion. Bidders are encouraged and may register prior to the auction. Same day registration will be allowed. Bidders should allow enough time to register and receive a bidding number prior to the auction conclusion. For online bidders, all bidders will be required to complete a statement ("Bidders Registration") prior to the commencement of bidding that the bidder has inspected the property and sale documents and is financially capable of closing the transaction. All bidding is open to the public, and the property is offered to qualified purchasers without regard to sex, race, color, religion, national origin, or disability.

Requirements of the High Bidder(s):

Immediately following the conclusion of the auction, the highest bidder(s) shall enter into and sign a South Dakota real estate contract for the total contract sale price. Required earnest money deposit to be in the form of wired funds, a personal, business, or corporate check for a minimum of 15% non-refundable earnest money which is due within 24 hours of the signing of the contract and to be deposited with Bon Homme Title Company, Tyndall, South Dakota. The purchase contract shall not be contingent upon inspection or appraisal and shall be a Specific Performance contract. Terms and Conditions of the detailed brochure (available online or upon request) shall be incorporated into and made part of this contract. Should the purchaser default on this purchase agreement for any reason, the Purchaser and Seller agree that this document will serve as the earnest money release.

Closing:

Purchaser(s) shall pay in cash, electronic transfer funds, or cashier's check (good funds), the balance of purchase price (purchase price less earnest money deposit), plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before November 13, 2026.

Closing will be conducted by Bon Homme Title Company, 1617 Main Street, Tyndall, SD 57066. The title insurance costs, recording fees, and closing agent fees are to be split equally between Seller and Purchaser. All 2025 real estate taxes will be paid by the Seller, and 2026 taxes will be prorated.

Possession:

Possession of real estate is to be transferred to Purchaser upon closing and delivery of deed.

Property Condition:

The prospective Purchaser(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions. Except as expressly set forth in the Contract, Seller will not make, and Purchaser hereby acknowledges that neither Seller nor its representatives have made any agreement, covenant, representation, or warranty, whether express or implied with respect to the property including, without limitation, any implied warranty of habitability, merchantability, or fitness for a particular purpose. Purchaser further hereby acknowledges that Purchaser has made or will make its decision to purchase the property solely in reliance upon Purchaser's own inspection and review of the property. In South Dakota, when selling residential real property from an estate state law under [SDCL 43-4-4](#) exempts personal representatives who have never occupied the property from completing the standard Seller's Property Condition Disclosure Statement.

PURSUANT TO THE CONTRACT, PURCHASER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WILL AGREE TO WAIVE, RELEASE, ACQUIT AND FOREVER DISCHARGE SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES AND ANY OTHER PERSONS ACTING ON BEHALF OF SELLER AND THE SUCCESSORS AND ASSIGNS OF ANY OF THE PRECEDING, OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH PURCHASER OR ITS SUCCESSORS OR ASSIGNS HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED TO OR IN CONNECTION WITH ANY PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE CONTRACT, THIS RELEASE WILL SURVIVE THE CLOSING OR THE TERMINATION OF THE CONTRACT.

Title:

Sellers to pass title by Special Warranty Deed. The Purchaser is to receive a TBD title commitment within the property information packet (available online or upon request), updated title commitment with the Purchaser name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the purchase price after closing. Title insurance is to be used as evidence of marketable title and the cost of the premiums is to be split equally between Seller and Purchaser. Property to be sold subject to existing roads and highways, established easements and rights-of-ways, other matters affected by title documents shown within the title commitment, zoning, building, subdivision, and other restrictions and regulations of record. Title commitments are available for review and are incorporated into the property information packet (available online or upon request) and will be incorporated and made part of the real estate purchase contract.

Real Estate Taxes:

2025 Taxes due in 2026 will be paid by Seller. 2026 Taxes will be prorated to the day of closing.

Minerals:

All mineral rights (if any) currently owned by the Seller will transfer to the Purchaser at closing. Seller does not guarantee the amount of mineral rights owned.

Dam/Water Rights:

All appurtenant water rights associated with this property will transfer to the Purchaser at closing. Seller does not guarantee the amount of water rights owned.

Noxious Weeds:

Seller acknowledges that there may be noxious weeds on the property.

Acreages:

All stated acreages are approximate and are obtained from either the county tax records, current legal descriptions, and/or aerial photos, and FSA information. No

warranty is expressed or implied as to exact acreages of the property. There will be no adjustment in the purchase price if the acreage is different than what is stated in this brochure and/or stated at the auction. The detail brochure includes the estimated taxed acres. All price per acre calculations in the initial brochure, detailed brochure, and visual presentation at the auction are based on most recent information. Any crop, base and harvest numbers are from FSA and NRCS dryland measurements.

Announcements:

This is an absolute auction on Tracts 1-3. Tract 4 (Home & acreage) will be subject to seller confirmation. The information herein has either been given to us by the owners of the properties or obtained from sources deemed reliable. We have no reason to doubt its accuracy, but we do not guarantee it. The Brokers and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The prospective Purchaser should verify all information contained herein. All prospective bidders are urged to fully inspect the property, and its condition and to rely on their own conclusions. All property is to be sold AS IS, WHERE IS, without warranty, representation, or recourse to sellers. The purchase contract shall not be contingent upon inspection, appraisal, or financing and shall be a specific performance contract. Brokers and all other agents of brokers are or will be acting as a seller's agent unless noted otherwise. Announcements made by Auctioneers and Brokers at the time of the sale will take precedence over any previously printed materials or other oral statements. Auctioneers and Brokers reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments at the discretion of the broker and/or auctioneer.

Additional Disclaimers:

Neither Seller nor Auctioneers and brokers makes any representations or warranties as to the accuracy or completeness of any information contained at the auction website. Bidding is provided on an "as is, as available" basis. No warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for any particular purpose, are made with respect to the online bidding platform or any information or software therein. Neither Seller nor Auctioneers and Brokers will be liable for any damages or injury, including, but not limited to, those caused by any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Neither Seller nor Auctioneers and Brokers will be liable for any damages or injury, including, but not limited to, special or consequential damages that

result from the use of, or the inability to use, the website, the materials on the website, or the online bidding platform even if there is negligence of the Seller or Auctioneers and Brokers. The above limitation or exclusion may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.