

## TERMS & CONDITIONS

The owner is offering for sale an approximately 8,127 square foot commercial building on approximately 1.07 acres of land at 1256 Manchester Street (I-2 Zoning) in Lexington, Fayette County, Kentucky ("Property").

The Owner reserves the option, at any time and in Seller's sole discretion, to change these Terms and Conditions, accept, reject, not respond to an offer, or remove the Property from the market at any time.

1. Buyers will provide evidence, satisfactory to the Seller in its sole discretion, of cash on hand to purchase the property at its offering price or proof of financial capability from a lender at the time of submitting an offer.
2. Within five (5) days of Seller's acceptance of the Offer, buyer will provide an earnest money deposit equal to or greater than 2% of the total purchase price. Earnest money deposits will be deposited in a non-interest bearing escrow account of Schrader Commercial Properties.
3. The maximum due diligence period is 30 days from the date of contract execution by all parties. Buyers should not submit a bid if they are unable to meet this requirement. All earnest money will be non-refundable after the expiration of the due diligence period subject to Seller delivering title.
4. The closing will occur on a mutually agreeable date between Buyer and Seller.
5. Seller will convey the Property by General Warranty Deed.
6. The Property is being sold in its "where is- as is" condition. The Seller provides no representations or warranties regarding the Property or its condition. Seller provides no representations or warranties regarding its former use or its environmental condition. The Seller provides no warranties or representations as to its permitted use.
7. Schrader Commercial Properties, LLC ("Schrader") is acting as broker for Seller in this transaction and Seller shall be solely responsible to pay a commission to Schrader in connection with this Agreement. Any duly registered outside broker representing the buyer will receive a 3% commission.
8. Access to the space will be provided during Open House hours or by appointment only.
9. The Property is being sold in its "where is- as is" condition. The Seller provides no representations or warranties regarding the Property or its condition. Seller provides no representations or warranties regarding its former use or its environmental condition. The Seller provides no warranties or representations as to its permitted use.

**DISCLAIMER:** All information provided as part of any offering package or otherwise is provided as a courtesy only. Prospective buyers are responsible for conducting their own due diligence regarding the property and any zoning requirements, covenants, restrictions, easements, agreements, encumbrances, etc. imposed on the Property.

Please send offers via email to Jamie Schrader: [jschrader@schradercommercial.com](mailto:jschrader@schradercommercial.com)