

Please ensure this form is completely filled out, signed, and notarized prior to submittal.

STATE OF MONTANA
DEPARTMENT OF LABOR & INDUSTRY
Offer to Purchase and Bid Deposit Receipt

The undersigned Potential Bidder (hereinafter called "Bidder"):

Please print **name(s)** and **address** exactly as you would like title conveyed on the Deed

Bidder(s) offer(s) to purchase from the State of Montana, by and through the Department of Labor & Industry, (hereafter referred to as "State") the property described below upon the terms and conditions set forth herein should the Bidder's offer be accepted by the State as

joint tenants with rights of survivorship, tenants in common, single in his/her own right, other _____ and offers to purchase the following described property commonly known as:

Legal Description: Billings First Addition, Section 33, Township 01 North, Range 26 East, Block 270, Lots 9-12 and Billings Original Townsite, Section 33, Township 01 North, Range 26 East, Block 270, Lots 13-14

Address: 624 N 24th St, Billings, Montana 59101 and 2414 7th Ave N, Billings, Montana 59101

Amount of Bid Deposit Enclosed \$ _____

Due Date: _____

Should the State accept the bid of the above-described Bidder at the designated public oral auction for the purchase of the above-described property, the State and the Bidder, hereby agree that:

1. Bids at the auction are for the purchase of the land only. Bidder will be required to sign a Buy-Sell Agreement at the close of the auction, the form of which should be reviewed prior to submitting this Bid Deposit. A sample copy of the Buy-Sell Agreement will be included in all bid packages.
2. Bidder shall pay the balance owed on the purchase price of the property together with closing costs (if applicable) on or before the closing date which shall be mutually set by the State and successful Bidder, but shall be no more than sixty (60) days after auction. Receipt by the State of the balance owed constitutes the effective date of sale which shall be the Closing Date. If the payment due is not made on the Closing Date, Bidder forfeits their entire bid deposit, which is being held by the State.
3. The State is exempt from paying real property taxes. As of the Closing Date, Bidder shall be responsible for all subsequent real property taxes.
4. Bidder represents if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
5. The State shall retain the bid deposit and processing costs of the successful bidder, which will be applied toward the purchase price. The State shall return the bid deposits of all unsuccessful bidders within 15 business days following the auction.
6. The State retains any and all access easements across the property unless specifically stated otherwise.
7. Conditions of title may change before the auction.
8. The property shall be sold "AS IS", subject to all existing easements or claims of easements, rights of way, encumbrances, zoning ordinances and applicable building codes, laws and regulations, encroachments, and other matters which normally would be disclosed by an accurate title commitment or title policy, survey or inspection of the premises.
9. Other Conditions: This offer to purchase and bid deposit receipt is subject to the terms and conditions set forth in the Invitation To Purchase, the Buy-Sell Agreement, any Deed Restrictions, and incorporated into this document by this reference.

The Bidder hereby verifies that they have read and understood the provisions of this agreement.

Bidder Signature _____

XXX-XX- _____
Tax ID Number

Date

Bidder Signature _____

XXX-XX- _____
Tax ID Number

Date

State of Montana

County of _____

Signed and acknowledged before me on _____ by _____

(Name of Signer)

(Notary Signature)

RECEIPT

Department of Labor & Industry

Date

Revised March 2016

STATE OF MONTANA

DEPARTMENT OF LABOR & INDUSTRY

Invitation to Purchase State Real Property at Public Oral Auction and General Terms and Conditions

The Montana Department of Labor & Industry (DLI) offers a property in Yellowstone County (the “property”) for sale at public oral auction. Information and bid packages are available by contacting laborlegal@mt.gov or through the DLI website at <https://uid.dli.mt.gov/building-for-sale>.

For more information, please contact Quinlan O'Connor at (406) 444-5466 or by email at laborlegal@mt.gov.

PROPERTY DESCRIPTION

Legal Description: Billings First Addition, Section 33, Township 01 North, Range 26 East, Block 270 Lots 9-12 and Billings Original Townsite, Section 33, Township 01 North, Range 26 East, Block 270, Lots 13-14

Address: 624 N 24th St, Billings, Montana 59101 and 2414 7th Ave N, Billings, Montana 59101

APPRAISED VALUE / MINIMUM BID

The minimum bid of each property has been established by the State Board of Land Commissioners. Bids at this auction are for the purchase of the property, to include the land and improvements. The minimum bid will be used as the minimum acceptable bid at the auction under the terms and conditions provided herein.

The minimum bid is \$240,000.00

SITE INSPECTION

The property will be sold “AS IS”, meaning it will be sold in its present condition. The buyer purchases the real property without any recourse against the State for its conditions or faults, whether the faults are apparent or not. Interested parties are strongly encouraged to do an on-site inspection of the property prior to submitting an Offer to Purchase and Bid Deposit Receipt form.

ACCESS RESERVATIONS

The State may reserve any and all easements or rights of way to other public or state trust land, former public or state trust land, public water, and any existing easements or rights of way purchased to access adjacent private lands.

PUBLIC RECORDS INSPECTION

The property will be sold subject to all existing easements, encumbrances, zoning ordinances and applicable building codes. It is recommended that interested parties inspect all public records pertaining to this property prior to submitting an Offer to Purchase and Bid Deposit Receipt form.

AUCTION DATE, TIME & LOCATION

- February 26, 2026, at 9:00 a.m.
- Yellowstone County Courthouse, 217 N 27th St, Room 510, Billings, Montana.

TERMS OF THE AUCTION

A Bid Deposit equal to Five Percent (5%) of the minimum bid must be submitted to DLI with a completed Offer to Purchase and Bid Deposit Receipt form by February 19, 2026. The Bid Deposit of the Buyer will be applied to the purchase price. The entire balance of the purchase price, along with processing costs must be paid in full on the Closing Date. DLI will set a Closing Date that is mutually agreeable to the purchaser and DLI. Closing must occur within 60 days of auction. If the Buyer fails to pay all amounts due on the closing date, the entire Bid Deposit will be forfeited to DLI without any further action required by DLI. All unsuccessful Bid Deposits will be returned to the submitter within fifteen (15) days of the auction date.

BID DEPOSIT

A bid deposit in the amount of \$12,000 is required in the form of a cashier's check or other certified funds drawn on any Montana bank, made payable to the Montana Department of Labor & Industry. **Do Not Send a Personal Check.** Each Offer to Purchase and Bid Deposit Receipt must be made on the form provided by DLI.

QUALIFIED BIDDERS

All persons must be at least 18 years of age to participate in the auction. Bids made by public employees must comply with the Standards of Conduct set forth in Title 2, Chapter 2, M.C.A. Pursuant to M.C.A. §77-1-113 State employees may be disqualified from participation in the auction.

DEADLINE TO SUBMIT BID DEPOSIT

The "Offer to Purchase and Bid Deposit Receipt" form and a bid deposit of \$12,000 must be mailed to the Montana Department of Labor & Industry, postmarked or hand delivered no later than **5:00 p.m. on February 19, 2026**. Bid deposits postmarked or hand delivered after the deadline will not be considered. Incomplete, unsigned and or not dated Offer to Purchase and Bid Deposit Receipt forms will be disqualified. Offers submitted without the sufficient bid deposit will be disqualified.

AUCTION PARTICIPANTS

Only those individuals who submit a complete Offer to Purchase and Bid Deposit Receipt form along with the bid deposit will be allowed to participate in the auction.

SALE PROCEDURE

On the day of the auction, DLI staff will hold a public oral auction for the sale of the land. All qualified bidders must appear in person or be represented by a legal representative at the auction to present an oral bid. Only qualified bidders will be allowed to bid. Bids for less than the minimum bid will not be accepted. If there are multiple qualified bidders, the bidding will continue until no one wishes to offer a higher bid. The land will be sold at the highest bid. At the close of the auction, the highest bidder shall execute a Buy-Sell Agreement with DLI for the purchase and sale of the property, the form of which is included with this bid package.

CLOSING

DLI will set a closing date that is mutually agreeable to both parties provided that such date shall be within sixty (60) days of auction and contingent on approval by the State Land Board. The balance of the purchase price for the property, the processing costs must be paid in full at the closing in the form of a cashier's check or other certified funds drawn on a Montana bank and made payable to Department of Labor & Industry.

REAL PROPERTY TAXES

The State of Montana is exempt from paying real property taxes. The purchaser will be responsible for future real property taxes from the date of closing.

TITLE INSURANCE

DLI does not warrant title to this property and will not provide any title insurance. Buyer may elect to order and purchase title insurance at Buyer's expense.

CONVEYANCE

Title to the property shall be delivered by Quitclaim Deed.

CONDITIONS

DLI reserves the right to postpone or cancel this offering, in whole or in part, to change the minimum price of the property, or to withdraw property from this sale at any time prior to the sale, without notice. DLI shall not be liable for any expenses incurred by any parties participating in this sale as a result of, but not limited to, a change in the minimum price, or withdrawal of the property from sale.