

TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells with owner confirmation.

1. Online Auction will be a soft close and begin closing February 13th at 3:00 PM Eastern Time. Buyer to pay a NONREFUNDABLE down payment of ten percent of final bid price. Nonrefundable down payment is to either be wired to Real Estate and Auction Services, LLC Trust account or delivered via certified funds check made payable to Real Estate and Auction Services, LLC to, 30 S. High Street Croton, OH 43013, within 24 hours of seller confirmed acceptance of high bid. Down Payment to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Buyer to execute the posted purchase agreement and return signed copy to Real Estate and Auction Services, LLC within 24 hours of confirmed sale by the seller. Balance of purchase price is due in cash at closing which shall occur on or before March 19th, 2020. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. Buyer and seller agree to split the cost of the owner's policy of title insurance and title search equally. Seller shall convey marketable title to the real estate by Warranty Deed.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to bidding at the auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register online by creating a bidder profile through the online auction platform and must read and electronically sign all documents required by the auctioneer prior to bidding. Bidder then must provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients prior to bidder creating online bidder profile. An agency disclosure must be sent to auctioneer. No exceptions. Buyer Broker participation is 1%.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders. The auctioneer will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the Seller and/or the attorney for the Seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction is online only with a soft close starting at 3pm. Any bid in the last 5 minutes will extend the bidding for 5 more minutes. Auction will close once no bids have been made in the past 5 minutes.
5. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by Seller nor United County Real Estate and Auction Services LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Except in the case of leased space. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by Seller or auctioneer. Announcements made day of sale shall take precedence over printed material.
9. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation.
10. Bidder acknowledges and understands that online bidding may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against United Country Real Estate and Auction Services, LLC or anyone else if the Internet service fails to work correctly before or during the auction. Auction conduct and bidding increments are at the direction and discretion of the auctioneer. All decisions of the auctioneer are final.