

TERMS AND CONDITIONS FOR BIDDING AND SALE

Property: 14901 US Hwy 301, Summerfield, FL 34491

United Country | FL-GA Realty & Auction (FGRA) and the Seller thank you for your interest in this offering. The offering is open to the public. Bidders must acknowledge and agree to the Terms and Conditions written below and show that they are capable of completing the transaction if they are declared the winning bidder.

1. The Property will be sold via a bidding process to be conducted both online and live onsite by a licensed Auctioneer. Bidding will take place on the FGRA website and live onsite on the announced day of the live auction or as designated by the Auctioneer for those needing special accommodations.
2. Online bidders must register with the Auctioneer at least 48 hours before the close of the bidding. Onsite bidders may register at any time prior to the start of live bidding at the auction site. Bidders must be at least 18 years old.
3. Bidders should be prepared to prove or guarantee their ability to perform on a winning bid in one or a combination of the following ways: (a) filing with the Auctioneer a verified debit card on an account with a balance sufficient to cover the deposit of a winning bid; (b) placing in escrow with a designated title agency an amount sufficient to cover the deposit of a winning bid (refundable to non-winning bidders); (c) a bank letter of credit or proof-of-funds proving the bidder's ability to close a winning bid transaction with cash; or (d) a qualification letter from a lender showing sufficient borrowing capacity to close a winning transaction in a timely manner. Immediately following notification of a conditionally accepted winning bid, a winning Bidder will be required to provide the proofs and/or guarantees prior to signing a purchase contract. The Auctioneer reserves the right to require some or all of these proofs and guarantees prior to participation in the bidding process.
4. Bidders must submit a signed copy of these Terms and Conditions along with a signed Bidder's Certification. Approved bidders will then be assigned a bidder registration number. On online bidders will be given a pass code to bid on the FGRA auction page for this sale. The bidder is exclusively responsible for any bid placed using this assigned bidder registration number and/or pass code. The bidder should not share this confidential registration number and/or pass code with anyone.
5. The Seller has established a reserve price below which the Seller has no obligation to sell the Property.
6. The minimum starting bid will be entered on the auction page for this Property on the FGRA website along with a starting date and a closing date for accepting bids.
7. The bid increments will be set at the sole discretion of the Auctioneer and may change during the course of the bidding process.
8. The online bidding will end using a "soft close". A late bid entered within 2 minutes of the published closing time shall automatically extend the bidding process for an additional 2 minutes. Any subsequent bid will reset the 2-minute extension for another 2 minutes. This "soft close" extension shall continue in 2-minute increments until, in the opinion of the Auctioneer, all bids have been submitted.
9. At the close of the bidding process, the Auctioneer will promptly consult with the Seller to determine a winning bidder. Factors such as whether or not the Seller's reserve price has been met, the amount of the highest bid, and the ability of the high bidder to close in a timely manner will be considered in the determination. The determine of a bid winner is solely at the discretion of the Seller.
10. Once determined, the winning bidder will be notified by email or in person and shall immediately sign a Real Estate Purchase Contract provided by the Auctioneer and make a non-refundable \$10,000.00 deposit into the escrow account of the designated title agency, if such deposit was not already made prior to bidding. Unless waived by the Auctioneer and Seller, an additional non-refundable deposit to bring the

total deposit up to at least 20% of the Purchase Price shall be wired into the escrow account of the designated title agency within 5 days after notification of being declared the winning bidder.

11. A 10% Buyer's Premium will be added to the final bid to determine the Purchase Price to be entered in the Real Estate Purchase Contract.
12. The property included in the sale is the real property only. No personal property, except that listed in the Purchase Contract, will transfer with the real property.
13. The Property is being sold "AS-IS" with no inspection or financing contingencies. Bidders should perform their own due diligence and inspections and secure all necessary funding or funding commitments prior to bidding.
14. The Seller will pay the documentary stamps on the deed, the cost of Buyer's Title Insurance, and the Seller's share of the current year's Property taxes prorated as of the date of closing. All other closing costs shall be paid by the Buyer. Title shall be conveyed by statutory Warranty Deed. Closing shall be on or before 40 days from the execution of the Real Estate Purchase Contract.
15. All deposits made by the winning bidder/Buyer are non-refundable and are considered earned once paid, unless the Seller fails to provide clear title to the Property.
16. Bidder acknowledges that they have been given access to the Property and encouraged to perform their own inspections and due diligence prior to bidding. Bidder agrees that any onsite inspections are conducted at the bidder's own risk. Documents and information provided by the Seller or FGRA, its agents and representatives are believed to be accurate but are not guaranteed or warranted.
17. Cooperative broker participation is encouraged. Cooperating brokers should contact the Auctioneer regarding the procedure and conditions for registering a client.
18. All announcements made or posted up to the final close of the bidding shall take precedence over all advertising, oral, online, or printed material.
19. The bidder waives any claims against the Seller, Auctioneer, or FGRA for a failure of the electronic bidding technology in any manner, including the failure of the system to accept, process, or register a bid.
20. The Seller reserves the right to withdraw the Property from the online bid offering and the bidding process at any time, whether or not bids have been received. The Auctioneer reserves the right to terminate the bidding process at any time.
21. DISCLOSURES: United Country FL-GA Realty & Auction, and their representatives are exclusive agents of the Seller. They are not transaction brokers or dual agents. While they have a fiduciary duty to treat all parties fairly and to disclose pertinent facts know to them, they have no brokerage relationship with a bidder or potential buyer.

APPROVED AND AGREED BY BIDDER:

Signature (on the line above)

Date

Print Name (on the line above)

Contact Information:

Mailing Address: _____

Phone Number: _____ Email: _____