

Terms & Conditions — Real Estate Auction

Eligibility to Bid-

- Sale subject to Seller acceptance.
- Bidder must: (i) read and sign these Terms, (ii) present verification of **\$25,000** in available funds, and (iii) present valid government ID.
- Highest bidder must, at the auction site:
 - execute the Agreement of Sale; and pay a **\$25,000** deposit by cash, certified check, cashier's or treasurer's check, payable to the **Title Company/Escrow Agent or cash.**
 - Bring total deposit to **10% of the purchase price within 72 hours** by certified funds or wire to the Title Company/Escrow Agent.
 - Balance of the purchase price, plus adjustments, due by certified funds or wire **on or before 45 days** after Agreement signing, at the Title Company's office unless otherwise agreed in writing. **Time is of the essence.**

Title and Deed- Seller to convey by **Bargain and Sale Deed** in recordable form. Buyer pays recording fees.

- Real estate taxes prorated at closing.
- Property sold **"AS IS, WHERE IS."** Auctioneer makes no representations regarding deed or deed restrictions, title, zoning, surveys, condition, or taxes. All bidders must conduct their own due diligence. Marketing materials are informational only.

Default-

- If Buyer fails to close or otherwise breaches, Auctioneer may declare default and **retain all deposits as liquidated damages.**
- If Seller cannot convey title, Buyer's sole remedy is **return of deposit**; both parties are released from further obligations.

Transaction broker- The auctioneer/broker acts as a **transaction broker.** Neutral facilitator. No agency or fiduciary duties arise absent a separate signed agency agreement.

- Present bids and offers, transmit documents, and coordinate process through closing. Exercise reasonable skill and care, deal honestly and fairly, and account for escrowed funds. Disclose known **material** facts that adversely affect the property and are not readily observable. No advocacy of price or terms for either party.
- No verification of condition, dimensions, zoning, title, or compliance.
- No legal, tax, accounting, engineering, or environmental advice.
- **Confidentiality** Price/terms motivation and other confidential information remain confidential unless authorized, required by law, or necessary to prevent fraud. Public or readily discoverable information is not confidential.

Compensation Buyer's Premium 10% Buyer's Premium payable to **AC AUCTIONS LLC** at settlement.

- These Terms are incorporated into and form part of the Agreement of Sale executed after the auction.

Purchaser Signature _____ Date _____