

## **ONLINE AUCTION TERMS OF SALE**

*Thank you for participating in this CORE Auctions, LLC online auction. The auction & conveyance of each property shall be governed by, and your registration (online or in person) evidences each bidder's agreement with, the Contract for Sale at Auction, including all addenda, exhibits, disclosures, and other required documents (together, the "Contract for Sale") and Sale Day Notes, Disclosures, the CORE Auctions, LLC Terms of Service, and these Terms of Sale. Each of these documents govern your bid and the sale of each property. The Terms of Sale are non-negotiable and irrevocable. Good luck & good bidding.*

*In order to bid on the real estate, all bidders must register and provide proof of funds or a bank letter to CORE Auctions, LLC, to bid on the specific property in question. There is no fee to create an account, however the Auctioneer reserves the right to revoke or enable bidding. By bidding, you are representing to the Auctioneer and the seller that you have read and agree to be bound by all terms and conditions for this sale as stated herein. DO NOT BID unless you have read and agreed to be bound by the Contract for Sale, Sale Day Notes, Property Disclosures (if applicable), CORE Auctions, LLC Terms of Service, and the auction Terms of Sale as they are legally binding obligations and enforceable against you. You can find the CORE Auctions, LLC general "Contract of Sale," Terms of Sale & CORE Auctions, LLC Terms of Service at CORE Auctions, LLC's website. Property specific terms & property disclosures can be found on the property of interest website page. The Contract of Sale and Terms of Sale are not subject to negotiation.*

### ***Contract of Sale Default***

*If the high bidder executes and returns the Contract and other required documents and the down payment, but fails to complete the transaction for ANY reason (including, but not limited to, remitting the total purchase amount), the high bidder shall relinquish ANY right to complete the transaction and shall have no rights or interest in the property, as well as forfeit all down payment monies as liquidated damages to Seller. The parties hereby agree that such sum constitutes the parties' reasonable estimate of the damages which Seller would sustain on account of such default by Buyer and that Seller's actual damages in such circumstances would be difficult, if not impossible, to determine, and therefore, the parties hereby fix such amount as liquidated damages. PLEASE BE ADVISED: Tennessee statutes (and other various states) give the Seller the right to pursue legal actions against bidders who refuse to complete transactions. This may include (but not limited to) suit to compel completion of the sale, and/or criminal charges of fraud or other intentional acts.*

### ***The Auction Process***

*Bidding starts at the nominal Opening Bid(s) indicated, which may be priced per acre for certain auctions, and is open to all who have registered and are approved. The Auctioneer will call the sale and control all increments of bidding (live/online). Online auctions will either be LIVE or TIMED for a pre-determined period of time. The Auctioneer reserves the right to extend bidding if an overtime period is necessary.*

*The Auctioneer may start, stop, pause, and re-open bidding at the Auctioneer's sole discretion and shall serve as the sole arbiter as to who is or is not allowed to bid. The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or break down properties or quantities offered to sell out of schedule, to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding and to accept or reject any or all bids. Absentee bids may be accepted at the discretion of the Auctioneer. Any and all decisions by the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw any property at any time.*

***As Is, Where Is Sale***

**IT IS SPECIFICALLY STIPULATED, ACKNOWLEDGED, AND AGREED THAT BUYERS PURCHASE PROPERTY “AS IS” “WHERE IS” “WITH ALL FAULTS” AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER SELLER AND/OR CORE AUCTIONS, LLC NOR ANY REPRESENTATIVE OF EITHER HAS MADE ANY REPRESENTATIONS OR WARRANTIES REGARDING PROPERTY OR THE CONDITION OF PROPERTY AND ANY CONVEYANCE SHALL BE WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF HABITABILITY, MERCHANTABILITY, CONDITION, OR OF FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. SELLER AND/OR CORE AUCTIONS, LLC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.** All properties are sold with no financing, inspections, or other contingencies to sale. Auctioneer represents the seller only and does not inspect properties on behalf of bidders. Bidders must conduct their own due diligence and investigation of each property to determine the suitability of each parcel prior to placing a bid. Bidders must rely solely upon their own investigation and not any information provided by the Seller or Auctioneer. Failure for a bidder to be fully informed on the condition of a property will not constitute grounds for a claim adjustment or to cancel the sale. All the information contained regarding the property was obtained from official county maps or other sources deemed reliable, but it is not guaranteed and may be in error. Furthermore, the Auctioneer and Seller DO NOT WARRANT the accuracy thereof. Unless stated otherwise, Seller has made no independent investigation of any information provided, and assumes no responsibility for the providing of/or absence of any information whatsoever, or for the accuracy thereof. Read the Contract of Sale and Property Notes/Disclosures to determine the existence of any disclosures, exclusions, representations, and disclaimers. Do not bid if you have not inspected the property(s). By bidding, you agree to all disclosures. Buyers will receive a good and valid general warranty by Seller.

***Disclaimers & No Warranties***

Auctioneer and the seller expressly disclaim any liability for errors, omissions, or changes regarding any information provided for these sales. Please read the Contract of Sale, and property notes for a full and complete understanding of auctioneer and seller's disclaimers. Bidders are STRONGLY urged to rely solely upon their own inspections and opinions in preparing to purchase the property and are expressly advised to not rely on any representations made by the seller or their agents and employees. Property information may change without notice and potential purchasers should investigate all data fully before relying upon it.

You are entering into a binding contract. There are no refunds or bid cancellations. The registered bidder is personally responsible, legally and financially, for all auction items bid upon whether representing one's self or acting as an agent. An online bid accepted at public auction is a legal and binding contract. Any bidder who fails to consummate a purchase will be banned from bidding at all future CORE Auctions, LLC events and may be pursued for civil and/or criminal violations.