

Bidder # _____ TERMS OF SALE & BIDDER REGISTRATION
(Schedule B to Contract to Purchase)

1. This Property is being offered at auction, subject to seller's confirmation and with a 10% buyer's premium.
2. Holiday Auction & Realty, LLC ("Auctioneer/Broker") is agent for the seller.
3. This Property sells "AS IS - WHERE IS" with all faults and without warranty of any kind, either expressed or implied, by seller or Auctioneer/Broker. It is understood that a good and marketable title, free of encumbrances, except subject to all conditions, restrictions, right-of-ways, leases, zoning restrictions, and easements of record, and to all government statutes, ordinances, rules and regulations, is to be furnished by seller.
4. Immediately following bidding and if seller accept the high bid, the high bidder must execute a Contract to Purchase with no contingencies and deposit with Auctioneer/Broker \$5,000 to be held in escrow and applied towards the purchase price. The balance of the sales price will be due in thirty (30) days at closing. Seller reserves the right to extend the closing date an additional 30 days if needed. In the event that buyer fails to comply with the Contract to Purchase, the earnest money will be forfeited, but such forfeiture shall not affect any other remedies available to seller. Buyer shall also be responsible for payment of the buyer's premium to Auctioneer/Broker. Contract Sales Price is determined by adding together the highest bid price and buyer's premium equal to 10% of the bid price.
5. Buyer agrees to pay all closing costs, including but not limited to, attorneys fees, deed stamps and preparation, survey, and termite inspection. Taxes, water, sewer charges, fuel oil, electricity, environmental studies rents as when collected and other assessments, shall be prorated between the buyer and seller to the date of closing. Possession will be at closing.
6. All information announced, published or contained herein or in any brochure or advertisement was derived from sources believed to be correct; however, it is not guaranteed by the seller or Auctioneer/Broker and is subject to inspection and verification by all parties relying on it. All square footage, dimensions, taxes and other information about the Property being sold are approximate and not guaranteed. This sale may be modified or withdrawn without notice at any time. Personal on-site inspection is strongly recommended. It is bidder's responsibility to determine the condition, genuineness, function, suitability for use, and value of the Property before bidding. The failure of any bidder to inspect, or to be fully informed as to the condition of the Property, will not constitute any grounds for any claim or demand for adjustment or withdrawal of bid, offer or deposit money. Announcements made from the auction block take precedence over all other verbal, printed, announced and/or distributed information. Neither seller nor Auctioneer/Broker is responsible for any errors or omissions made in the description of the Property prior to or at auction.
7. A Referral fee will be paid to a qualified broker whose client buys and closes the Property. If their client is the successful purchaser of the property and closes the transaction, the Broker will receive 2% of the winning bid submitted. To qualify for a referral, the Broker must register their client with the Auctioneer/Broker in writing no less than 24 hours prior to the auction. The Broker must assist their client with bidding at the auction and attend any property viewings with client. No Broker will be recognized on a client who has previously contacted or has been contacted by the Seller or their agents. Referral fees will be paid at closing.
8. INTERNET/TELEPHONE BIDDERS: Bidders who bid from off-site and are not present at the auction or preview may not be able to inspect the Property as well as if they examined it in person. It is the bidder's responsibility to determine condition, genuineness, value or any other determinative factor. Auctioneer/Broker will not be responsible for any errors or omissions in the description or division of the Property. Auctioneer/Broker is providing internet and telephone bidding as a service to bidder. This service may or may not function correctly the day of the auction. Under no circumstances shall bidder have any kind of claim against Auctioneer/Broker if the internet or phone service fails to work correctly during the auction or for any missed bid. In order to bid online or by telephone, a refundable deposit must be deposited with Auctioneer/Broker prior to the sale.
9. On properties built before 1978, potential purchasers, at their option, may have the Property inspected for lead based paint within 10 days prior to auction date.
10. Seller and Auctioneer/Broker reserve the right to refuse admittance to or expel anyone from the auction premises as needed.
11. Conduct of the auction and increments of bidding are at the discretion and direction of Auctioneer/Broker. Auctioneer/Broker reserves the right to offer this Property for sale in any manner he sees fit. All decisions of the Auctioneer/Broker shall be final concerning matters such as increments and manner of bidding, disputes among bidders, groupings of tracts, division of Property, priorities of bidders and any other matters that may arise during the sale.
12. Bidding is open to the public to all registered bidders. Bidding in the auction is a binding contract. The high bidder whose bid is accepted by seller must sign a Contract to Purchase and deposit the required deposit or he will be in default of said contract and will be responsible for all resulting damages to seller and Auctioneer/Broker.

If you have read and agree to the above terms, please complete the following in order to register to bid:

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|----------------------------------|---------------|
| Name: _____ | |
| Address: _____ | |
| City, State, Zip: _____ | Phone: _____ |
| Driver's License: _____ | E-mail: _____ |
| Opening Bid: \$ _____ (Optional) | |
| Signature _____ | Date: _____ |