

Beth Rose Real Estate and Auctions, LLC
Beth Rose, Auctioneer | Loss Realty Group
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ONLINE BIDDING TERMS AND CONDITIONS

Registrations and Deposits: Although there is no obligation to bid, all prospective buyers must register in order to bid online. You must provide a cashier's check payable to Loss Realty Group or wire transfer in the amount of - \$20,000 = Parcel 1, \$10,000 = Parcel 2, \$5,000 = Parcel 3 within 24 hours of the close online auction. The successful bidder's deposit will be turned over to the Real Estate Broker for deposit in his non-interest bearing trust/escrow account. These funds will be returned at the successful closing of said property which shall occur within forty-five (45) days of the Auction or the time specified in the terms and conditions as posted/advertised.

Conditions Of The Auction: The Auctioneer's decision is final in the event of a dispute over any Auction matter. The Auctioneer reserves the right to accept bids in any increments he/she feels are in the best interest of his clients and reserves the right to waive any previously printed or announced requirements. All Auction day announcements by the Auctioneer supersede any printed material or any other Auction statements made previously, as applicable. The Auctioneer reserves the right to bid on behalf of any buyer. The Auctioneer reserves the right to withdraw any property including Absolute Sales from the Auction, without penalty. Auctioneer may elect to cancel the Auction without penalty if Auctioneer believes that the outcome will not be in the Seller's best interest. The Auctioneer shall be held harmless by buyer and seller should the property fail to go to a successful settlement for any reason. The seller, Auctioneer and its agents shall not be held liable for any errors or omissions regarding Auction property. Buyer assumes responsibility to check with the appropriate authority/authorities regarding the property's zoning and current or future intended use as well as any restrictions or covenants affecting the property, or possible flood zone classifications. Bidder(s) have the right and should examine the applicable county master plan and any municipal land use plans and maps for the area in which the property is located prior to bidding. The Seller, Auctioneer and agents assume no responsibility for the information contained in said plan(s) and assumes no liability for failure by buyer to review the plans. The contract will not be contingent upon bidder(s) review of such plans. Auctioneer complies with all federal, state and local laws regarding the buying and selling of property.

Buyer's Premium: A Ten Percent (10%) fee will be added to the final bid to establish the final Sale Contract Price. It is clearly understood by the Buyer, that the Auctioneer represents the Seller and that this Buyer's premium in no way implies an agency relationship between the Auctioneer and Buyer.

CREDIT CARD VALIDATION: In order to participate in this auction, Beth Rose Real Estate and Auctions, ("Auctioneers," "Auctioneers," "We," "Us") requires a \$1,000.00 authorization hold by major credit card prior to being an authorized registered bidder. The \$1,000.00 is NOT CHARGED, it is merely an authorization held by your financial institution. It may appear as a pending transaction on your account. Depending on the policies and procedures of your financial institution, the hold will be released within 3-10 business days. This authorization is not applied toward your purchase price or deposit. We do not accept payment for closing or deposits by credit card.

Dynamic Closing: The closing time of an item is automatically extended an additional 3 minutes whenever a bid is placed within the last 3 minutes of the closing time. For example, if the closing time is 4:00pm, and a bidder places a bid at 3:59pm, the item's closing time would be 4:02pm. If another bid comes in at 4:01pm, the closing time would extend to 4:04pm. Therefore, it is important to monitor the closing time and regularly refresh your browser.

Online Bidding Terms and Conditions

Occupancy/Possession: Purchaser can do no work on the property until possession is granted. Possession will be granted upon the successful closing or according to the Sale Contract.

Mortgage Financing: Financing is not a condition of the Purchase Contract. It is recommended bidder does his due diligence in regards to being able to perform within the allotted closing period.

Property Inspection: Bidder acknowledges that he has inspected the Property and will be purchasing property 'As Is - Where Is.'

Leased Properties: All leased properties will be sold subject to existing leases and subject to tenant's rights under state and local statutes.

Warranties: There are no expressed or implied warranties on the property/s and they are Sold 'As is - Where is.'

Title: Title will be supplied by seller at seller's expense giving marketable title subject to restrictions of record. Taxes pro-rated per local method.

Forms: Bidder acknowledges that he has reviewed prior to bidding the appropriate forms as may be required by the State in which the Auction is being held: (A) "Disclosure Of Agency Relationship", (B) A copy of the "Residential Property Disclosure Form". If a pre 1978 residential property - The Disclosure of Information and Acknowledgment / Lead Base Paint and /or Lead Base Paint Hazards as required under Title X and the Purchase contract that contains no contingencies. If the successful Bidder, the Bidder agrees to execute all the necessary forms.

Disclaimer: All information provided online and in print was derived from sources believed to be correct but not guaranteed. All property dimensions are only approximations. Buyers shall rely entirely on their own judgment and inspections of property records.

Bidder(s) Acknowledgment: By bidding and becoming the successful bidder, you agree to the terms and conditions stated herein. This document is a part of the non-contingent Purchase Contract of sale for property/s being offered at Auction this date. This is a public offering, open to all.

In event of any conflict between this document and the sales contract, the sales contract will prevail.

- I accept full responsibility for due diligence and property inspection.
- I understand that property will be sold "As-Is, Where-Is."
- I understand if I am the successful bidder, a Ten Percent (10%) Buyer's Premium will be added to the winning bid amount to establish the final sales price.
- I understand if I am the successful bidder, a deposit (cashier's check or wire transfer) of - \$20,000 = Parcel 1, \$10,000 = Parcel 2, \$5,000 = Parcel 3 made payable to Loss Realty Group shall be due within 24 hours of the end of the online bidding.