



Terms and Conditions for Properties

Please review this section carefully. In order to register and receive a bidders number, you must sign the acknowledgement and acceptance of these procedures, terms and conditions, which may vary per Auction.

1. AUCTION REGISTRATION:

You may register anytime prior to Auction.

Registration will begin one (1) hour prior to each Auction. Registration is required to become an eligible bidder at each Auction. To register, a prospective bidder must:

- (a) Provide his/her full name, residence/business address, telephone numbers, and driver's license number.
- (b) At each Auction registration, bidder's will be required to present a cashier's check or certified funds in the designated amount(s) listed under each property in the Auction brochure that is their intent to bid on.
- (c) Sign an acknowledgment that he/she has read and agrees to be bound by these Auction procedures, terms and conditions.

2. ESCROW DEPOSITS:

- (a) The highest bidder on each property will be required to escrow down the day of the Auction, a cashier's check or certified funds (No Exceptions) in the amount(s) stated in 1(b).
- (b) If necessary, an additional deposit totaling 10% of the purchase price(s) will also be due Auction day in the form of a personal or business check.
- (c) Cashier's check(s) should be made payable to YOURSELF.

3. SALES CONTRACT:

The highest bidder on each property will be required to execute the Auction real estate sales contract and addendum immediately following the conclusion of the Auction, with no exceptions, and tender the escrow deposit(s) required.

4. CLOSING AND FINAL PAYMENT:

- (a) The balance(s) of the purchase price(s) will be due at closing on or before 30 days after the execution of the real estate contract containing the winning bid.. Time Is Of The Essence!
- (b) All final payments must be in the form of wire transfer, cashier's check, or certified funds.

5. TITLE:

- (a) The seller(s) will guarantee free and clear title of all liens.
- (b) The seller(s) will provide abstracts of title re-certified up to date or a title search. Owner's title insurance policy(ies) will be at the purchaser's expense.
- (c) The seller(s) will convey title by a personal representative's or trustee's deed, subject to any existing deed restrictions,

easements, conditions and other reservations and exceptions of record.

6. BUYER'S NOTE:

(a) A 10% Buyer's Premium will be added to the final bid price(s) and it will be included in the total contract price(s).

(b) The Auction real estate sales contract(s) will be a non-contingent contract and will not be subject to financing of any kind.

(c) The seller(s) and Anderson House Auctioneers Inc., their representatives, agents, and sub-agents, assume no liability for errors or omissions in the property listing or advertising or promotional/publicity statements and material. Neither Anderson House Auctioneers, Inc. nor the seller(s), their Agents and Sub-Agents, have any liability whatsoever for any oral or written representations, warranties, or agreements relating to the property except as expressly set forth in the Auction real estate sales contract(s).

(d) The property(ies) will be sold "As Is", "Where Is" and with all faults, with no warranties expressed or implied. All bidders are encouraged to inspect the property(ies) prior to each Auction.

(e) Anderson House Auctioneers., Inc. and all licensees employed by or associated with the seller(s) represent the seller(s) in the sale of these properties.

(f) Competitive bidding is an essential element of an Auction, and such an Auction should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, artifice, agreement, or combination the purpose and effect of which is to stifle fair competition and chill the bidding, is against public policy and will cause the Auction to be set aside.

(g) Subject to additions, deletions and / or prior sale.

7. ANNOUNCEMENTS:

All announcements made from the Auction block will take precedence over all previously printed material and any other oral statements made. In the event of a dispute over any matter, the Auctioneer shall make the sole and final decision and will have the right either to accept or reject the final bid or re-open the bidding.

8. ABSENTEE/WRITTEN/TELEPHONE BIDS:

Absentee/written/telephone bids will be accepted, subject to all terms and conditions of the Auction. Interested bidders must obtain, tender escrow deposit and sign the proper forms by contacting Anderson House Auctioneers., Inc.

9. PURCHASER DEFAULT:

If the purchaser fails to comply with any of these Auction procedures, terms and conditions, the seller(s) will retain the escrow deposit as liquidated damages and not as a penalty.

10. REPRESENTATIONS:

All information was derived from sources believed to be correct, but is not guaranteed. Prospective purchasers shall rely entirely on their own information, judgment, and inspection of the property and records. Neither seller(s) nor Anderson House Auctioneers., Inc. makes any representation or warranties as to the accuracy or completeness of any information provided. All sizes, dimensions, drawings are approximations only.

11. BROKER PARTICIPATION:

A Florida Licensed Real Estate Broker will receive 20% of the 10% buyer's premium as commission whose prospect successfully closes on a property. To qualify for a commission, a Florida Real Estate Broker must register his/her prospect on a broker registration form and send to Anderson House Auctioneers, Inc. Headquarters at 1718 N. Federal Highway, Lake Worth, Florida 33460 no later than 48 hours prior to each Auction. The form must be countersigned by the prospect. The Florida Real Estate Broker must attend and register with the prospect at the Auction.

12. SELLING PRICE:

The selling price of each property shall be determined by competitive bidding at each Auction. The property(ies) to be sold subject to seller's approval and obtaining an appropriate court order.

13. ACCEPTANCE AND ACKNOWLEDGMENT:

The undersigned Bidder acknowledges that he/she has read and understands these Auction procedures, terms and conditions and agrees to be bound thereby.

Bidder's #:

Bidder's Signature:

Date: