



ONLINE AND LIVE BIDDING TERMS AND CONDITIONS

SUBJECT TO SALE PRIOR TO AUCTION: Pre-Auction offers may be considered. This property may be sold prior to the auction. Any offers, prior to the auction, must be prepared by our Agent on the Pacific Auction & Realty Contract to Buy and Sell Real Property. Offers sent on any other contract will not be considered.

THIS AUCTION IS AN AS-IS, SPECIFIC PERFORMANCE SALE: The property is being sold as is, with no warranties. The contract IS NOT contingent on or subject to financing, appraisal, survey or inspections of any kind, as specified in the attached Contract to Buy and Sell Real Property. All due diligence is welcome and must be completed before the auction date at the buyer's expense.

BUYER'S PREMIUM: A 10% buyer's premium will be added to the bid price to determine the final purchase price.

Buyer's Premium Example:

Bid Price: \$100,000.00

Plus 10% Buyer's Premium: \$10,000.00

Total Purchase Price: \$110,000.00

CONTRACT TO BUY AND SELL REAL PROPERTY: Contracts will be drawn by an attorney for Pacific Auction & Realty. Contracts are available prior to the auction online or via email. This property is offered under the specific terms provided in the contract. Please read and review the contract thoroughly prior to bidding on any property. If you have not read and reviewed the Contract to Buy and Sell Real Property, Do Not Bid. The high bidder ("buyer") will sign a specific performance contract with no contingencies.

BIDDER VERIFICATION: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Pacific Auction & Realty will reject the registration, and bidding activity will be terminated. Charge card information will be collected by the bidding platform to confirm your identity. Nothing is charged to the credit card unless you are the high bidder and fail to perform under the terms of the registration. SEE AUCTION ADMINISTRATIVE FEE BELOW.

ERNEST MONEY PAYMENT TERMS: At the close of the auction the Contract to Buy and Sell Real Property shall be emailed to the buyer who shall execute the specific performance, no contingency, Contract to Buy and Sell Real Property and shall provide a non-refundable earnest money payment, in the amount of 2% of the final purchase price in the form of a wire transfer, cashier's check, or certified check, payable to the title company listed in the MLS or the title company listed in the contract or the title company of the seller's choice, within 24 hours of the close of the auction. The entirety of the remaining balance is due at closing as stipulated in the Contract to Buy and Sell Real Property. Buyer shall be responsible for all wire transfer fees. Buyers not executing and returning their contract with earnest money deposit

within 24 hours of receiving a contract will be considered in default and charged the Auction Administrative Fee.

AUCTIONEER CONDITIONS: In the event of any dispute, the auctioneer's decision is final. The auctioneer reserves the right to accept bids in only the increments it feels are in the best interest of the seller. Any announcements made at the start of or during the auction will supersede any printed materials or previous statements except for those stated in the Contract to Buy and Sell Real Property.

AUCTION ADMINISTRATIVE FEE: Bidder Default-In the event a winning bidder/buyer fails to submit the signed -Contract to Buy and Sell Real Property- and deposit earnest money as provided therein and in the pre- stipulated Auction Terms, the winning bidder/buyer will be charged an administrative fee of \$2,500.00 on the credit card provided at auction registration. Additional default remedies are reserved by Pacific Auction & Realty and the Seller as provided in the Auction Terms & Conditions and the - Contract to Buy and Sell Real Property-. All administrative fees are nonrefundable.

CLOSING: Time being of the essence, this sale shall be closed within 30 days of mutual execution of the Contract to Buy and Sell Real Property, or as described in therein.

OWNERS CONFIRMATION: Property is being sold at auction and may be subject to the owner's confirmation of the final bid price.

AGENCY DISCLOSURE: Pacific Auction & Realty is acting solely as an exclusive agent for the seller. The Buyer will be treated as a customer of Pacific Auction & Realty.

ONLINE BIDDING: If bidding online the buyer/bidder will be accepted into the auction 24 hours before the auction date. Be sure to preregister and the designated auction bidding platform

To complete registration email this agreement to aaron@pacificauction.com, hand deliver to our agent on-site on auction day, or before the auction to our main office.

By signing this agreement, you, the buyer agrees to all terms and conditions set forth in this document, and acknowledge you have reviewed and agree to the Pacific Auction & Realty Contract to Buy and Sell Real Property.

Buyer's Signature _____

Buyer's Name(s) _____

Buyer's Email Address _____

Buyer's Phone _____

It is not required that you engage another real estate broker, but you are welcome to do so. Please have your agent complete the Broker's Registration in addition to this agreement.

If applicable Buyer's Agent and Brokerage _____