



CORBETT BOTTLES
REAL ESTATE MARKETING, LLC

REAL ESTATE AUCTION TERMS AND CONDITIONS AGREEMENT

1. This is a **BUYERS PREMIUM AUCTION**. **Five percent (5%) will be added** to final live bid amount to determine total sales price.
2. **DOWNPAYMENT: Five percent (5%)** of total purchase price, including Buyers Premium, is required as **NON-REFUNDABLE DEPOSIT** to be paid immediately at conclusion of auction to CorbettBottles Real Estate Marketing, LLC. Balance due in full at closing in approximately 30 days.
3. All properties sold "AS-IS" with any and all faults. No warranties expressed or implied. Prospective buyers are responsible for verifying any and all information advertised and or listed through CorbettBottles Real Estate Marketing, LLC.
4. Seller will provide free and clear title at closing.
5. At conclusion of auction, the buyer shall immediately sign all required sales and purchase contracts with CorbettBottles Real Estate Marketing, LLC.
6. The highest approved bidder recognized by the Auctioneer will be the buyer. In all cases of disputed bids, the Auctioneer will use his judgment as to the good faith of all claims and his decision is final.
7. In the occurrence of a "tie bid" at live auction, the Auctioneer will recognize whom he has taken the bid from and the runner up will have the option to bid up to the next increment. The lowest acceptable increment will be at the Auctioneers discretion.
8. **ALL bidders are required to register to receive a bidder's number. Photo identification is required** unless Auctioneer waives this requirement. Successful buyer is required to present bidder number at end of auction.
9. This is a privately owned auction company conducted on private property and therefore, we reserve the right to refuse admittance to any person(s). No transfer shall be recognized from one buyer to another.
10. Should a dispute arise after the auction, the Auctioneers records and or recordings shall be conclusive in all respects.
11. Bidder agrees to pay any and all charges and expenses incurred by reason of any breach of TERMS AND CONDITIONS AGREEMENT of auction or in case of default, including without limitation reasonable attorney fees, as well as any dollar deficiencies, which may result in the resale of the property, and the cost of re-marketing said property. Additional commissions shall be due and payable.
12. Auctioneer reserves the right to withdraw any property prior to auction.
13. Real Estate sales may be subject to Bank, Personal Representative, and/or IRS confirmation. Final sale is subject to Owner confirmation.
14. The above stated TERMS AND CONDITIONS of AUCTION cannot be altered except in writing by all parties of the contract, or by verbal changes to terms given by Broker or CorbettBottles Real Estate Marketing, LLC, at time of Auction.
15. Bidder does hereby indemnify and hold harmless CorbettBottles Real Estate Marketing, LLC, and Seller from any and all damages, claims, or liabilities from injuries to persons or property of any type whatsoever caused during the auction.
16. CorbettBottles Real Estate Marketing, LLC, does not represent the buyer and do not make any warranties expressed or implied.
17. All information given out about the property by CorbettBottles Real Estate Marketing, LLC, is from sources we believe to be reliable; however we do not make any warranties, expressed or implied, about the property. It is up to the buyer to verify all information. The property is sold "AS-IS."
18. **Bid rigging or cooperation with competing buyers is a felony. Coercion, intimidation, or negative comments about the property or properties, may be considered bid rigging, which is a felony.**
19. **I have read carefully the above contract, and agree to accept the above listed TERMS AND CONDITIONS OF AUCTION.**

Please Print Name _____

Photo I.D. (Drivers License) to be verified by auction clerk

Address _____

City _____ ST _____ ZIP _____

Bidder # _____

PH# _____ WK PH# _____

E-mail Address _____ May we contact you by e-mail? YES _____ NO _____

Signed _____ Date _____

Represented by (Real Estate Agent OR Self) _____