

## Required Visitors Information And Terms and Conditions of Sale

### IDENTIFICATION:

All visitors to the property are required to give full name, address, and phone number and read the terms and conditions prior to inspecting the property.

### CONTRACTS:

The Successful bidder must sign all documents and contracts immediately upon conclusion of the auction.

### DEPOSITS:

An initial contract deposit of \_\_\_\_\_ in the form of cashier's check, certified check, will be required at time of sale. The successful bidder will be required to increase the deposit amount to five (5%) percent of the bid amount within 3 days of the auction date.

Please Note: all cashier or certified checks should be made payable to yourself. You will endorse the check over to Express Auctioneers when you become the purchaser.

### BUYER'S PREMIUM:

A buyer's Premium of \_\_\_\_\_ percent ( \_\_\_\_\_ %) will be added to the successful bidder's high bid and included in the total purchase price to be paid by the successful bidder.

### CLOSING:

Closing shall take place within thirty (30) days of the sale date, beginning 30 days after sale date interest of 1% per month will be paid by the buyer on the unpaid amount. Time is of the essence. Upon payment in full of the purchase price the purchaser will be entitled to a deed for said property and possession.

### NOTICE:

All Information contained in this packet and other advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, either expressed or implied, is intended or made. All purchasers must independently investigate and confirm any information or assumptions on which any bid is based. Neither Auction company nor sellers shall be liable for any errors or the correctness of information. The property is offered for sale to qualified purchasers without regard to prospective purchaser's race, color, religion, sex, marital status or national origin. All announcements made at the auction take precedence over any other information or printed matter. Property may be added or deleted. The property and improvements will be sold "As Is" without representation or warranty of any kind including any representations regarding environmental conditions affecting the property, freedom from structural defects, or construction in a workmanlike manner. Neither the auction company nor the sellers make or have made any representation or warranty with respect to the accuracy, correctness, or completeness of the information, the contents or meaning of the information, or the valuation of the real estate. Any decision to purchase or not to purchase the real estate is the sole and independent business decision of the potential purchaser. No recourse or cause of action will lie against any of the above mentioned parties should purchaser become unhappy with its decision, whatever it may be, at a later date.

### CANCELLATION OR WITHDRAWAL FROM SALE:

The Auctioneer reserves the right to withdraw from sale the property listed. The auctioneer reserves the right to cancel the auction sale up to the time prior to the commencement of bidding. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid or raise which, in his opinion, is not commensurate with the value of the offering. In the event of any dispute between bidders, the auctioneer may determine the successful bidder or re-offer and re-sell the property in dispute. Should there be any dispute after the sale, Express Auctioneers' record of final sale shall be conclusive.

### AGENCY:

Bidders shall look only to the property owner as to all matters regarding the property. The auctioneer shall not be responsible or liable in any way if the owner fails to honor bid, or refuses to settle or cannot close title in accordance with the winning bid or any contract entered in respect thereof or if property is contaminated with hazardous waste or if the property is in need of attention or repairs or is in any way not satisfactory to a bidder. It is the buyer's responsibility to verify all specifications prior to sale date.

### RIGHTS:

All announcements made the day of sale take precedence over any prior written or verbal terms of sale. If any conditions contained herein are not complied with by the buyer, Express Auctioneers may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either (a) cancel the sale, retaining as liquidated damages any payment made by such buyer, and/or (b) resell the property without reserve at public auction or privately on seven days' notice to such buyer, or (c) take such other action as it deems necessary or appropriate. If Express Auctioneers resells the property, the original defaulting buyer shall be liable for payment of any deficiency in the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder.

### JURISDICTIONS:

The respective rights and obligations of the parties with respect to the Terms and Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the State of Maryland. By bidding at an auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have consented to the jurisdiction of the state and federal courts sitting in the State of Maryland.

I have read and understand the terms and conditions

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number