



## **Terms and Conditions for Express Auctioneers and Appraisers**

By your attendance in person and or signing this document or accessing this website or any other website or physical property location (“property”) where an Express Auction (“Auction”) sale (“sale”) is occurring or has occurred or is owned or operated by Express Auctioneers and Appraisers (“Express”), and or by bidding on, or selling or representing yourself or an individual or company or as agent or representative in any capacity (whether you are the winning bidder or not), or by signing this document, you hereby are in full acceptance of the terms and conditions for this or Express Auction, or terms and conditions for any future sale or event created by Express Auctioneers and Appraisers as set forth below.

Terms and Conditions of Sale for Express Auctioneers and Appraisers:

**NOTICE TO BIDDERS: READ THIS AND ALL SALES INFORMATION AS TO THE PROPERTY, REVIEW THE CONTRACT AND LISTEN CAREFULLY TO ALL ANNOUNCEMENTS BEFORE SUBMITTING A BID. YOU ARE BOUND BY THE PROVISIONS OF THESE TERMS AND CONDITIONS, THE CONTRACT AND THE ANNOUNCEMENTS. THE SALE OF THIS PROPERTY IS “AS IS” WITHOUT ANY PROMISE, REPRESENTATION OR WARRANTY OF ANY NATURE, EXPRESSED OR IMPLIED, OTHER THAN AS MAY BE EXPRESSLY CONTAINED HEREIN OR ANNOUNCED AT AUCTION. YOU ASSUME ALL RISKS OF ANY NATURE IN SUBMITTING A BID AND BUYING THE PROPERTY.**

**IDENTIFICATION** All visitors to the property (“bidders”) are required to give their full name, address, email and phone number and read the contract and these **TERMS AND CONDITIONS** prior to inspecting the property.

**CONTRACTS:** The successful bidder (buyer) must sign all documents and contracts immediately upon conclusion of the Auction.

**DEPOSITS:** An initial non-refundable deposit determined by the auctioneer in the form of cashier’s check, check or guaranteed funds will be required at the time of sale. The successful bidder will be required to increase the non-refundable deposit amount to ten percent of the purchase price within 3 days of the auction. If the buyer defaults, the deposit will be retained in accordance with the remedies elsewhere set herein. The deposit will be held by the auctioneer in a non-interest bearing checking or savings account and disbursed in accordance with these Terms and Conditions. Please note: All checks should be made payable to yourself. You will endorse the check over to the auctioneers when you become the buyer.

**BUYER’S PREMIUM:** A Buyer’s Premium determined by the auctioneer will be added to the successful bidder’s high bid and included in the total purchase price to be paid by the successful bidder.

**BUYER'S AGENT:** If you are a Buyer's Agent, or represented by one, the Buyer's Agent **must** fill out and fax the document located [HERE](#) to the number provided prior to bidding.

**NO WARRANTY:** The property is sold in "AS IS, WHERE IS" condition without warranty of any nature, either expressed or implied, including, but not limited to, the nature and condition of the property, its acreage and usage, and zoning. The property and its sale is subject to all conditions, easements, agreements, covenants of record, and other restrictions if any. The sale of the property is, where applicable subject to the Residential Property Disclaimer Statement and to the Disclosure of Information on Lead-Based Paint and Lead-based Paint Hazards for Housing Sales to which bidder agrees to waive the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and for lead paint hazards) and such other disclosures as may be required by law, of which have been provided by Seller and should be obtained by the bidder from the auctioneer prior to the auction.

**CLOSING, TITLE, TAXES AND CHARGES:** Unless otherwise noted in the literature or announced at auction, the title Seller will convey will be good and insurable with a reputable title insurance company, free of all liens. Prior to auction, all bidders should determine the existence of any encumbrances, Closing shall take place within thirty (30) days of the sale date either in the city/county where the property is located or at the offices of the closing attorney/escrow company. All expenses associated with the property such as property taxes, water charges, etc., shall be adjusted as of the closing. Buyer has the right to select a title company, settlement company, escrow company, mortgage lender and title Lawyer of the buyer's own choosing. Seller may not be prohibited from offering (but is not required to offer) owner financing as a condition of settlement. Beginning 30 days after the sale days after the sale date, interest of one percent (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 at closing, the seller is to convey title as aforesaid by special warranty deed. All charges incidental to the transfer of title, including without limitation the costs recordation tax or any state or local transfer tax are to be paid by the buyer where allowed by law.

**NOTICE:** All announcements made the day of sale take precedence over any prior written information, these Conditions, or any verbal information that may have previously been provided. All information contained in this packet, in any advertisements, or in any oral communications, or in announcements made the day of sale was obtained from sources believed to be accurate. However, no warranty or guarantee either expressed or implied is intended or made. Neither Express 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 or property. All bidders must independently investigate and confirm and information or assumptions on which any bid is based, Any decision to purchase or not to purchase real estate or property is the sole and independent business decision of the bidder, Neither Express nor Seller shall be liable for any errors or incorrect information, and buyer hereby agrees that it waives all claims and has no cause of action of any nature against Express or Seller arising from any information provided to buyer or relating to any to the "As is, Where is " status of this sale. The property is offered for sale to qualified purchasers without regard to race, color, religion, sex, sexual orientation, 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.

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

**LIABILITY OF AUCTIONEER:** Express is not the seller of the property. Express is an independent contractor that has been retained by the seller to assist in the sale of the property by auction. If requested, the identity of the seller will be identified to potential bidders. All claims of any nature a bidder has, if any, are solely against the seller. All bidders agree that Express shall not be responsible or liable in any way, and hereby release Express to the greatest extent permitted by law, from any and all claims of any nature relating to the property, the conduct of the sale, the condition of the property and the seller's inability or refusal to comply with the provisions of any information, these Terms and Conditions, or the Contract. In the event a bidder files a claim against Express and in the event Express is the substantial prevailing party as to such claim, then in that event Express shall be entitled to recover from the bidder the reasonable attorneys fees Express incurs in connection with the claim. If there is a dispute as to the disposition of the deposit, and Express is either sued for the deposit or Express determines in its sole discretion that the deposits needs to be inter pleaded in court, then event buyer and seller shall be jointly and severally responsible for all fees and costs incurred by Express in connection therein.

**JURISDICTION, VENUE, JURY TRIAL WAIVER:** The respective rights and obligations of the parties with respect to the Terms and Conditions of Sale, the contract and the conduct of the auction shall be governed and interpreted by the laws of the State of Virginia. By bidding at an auction, whether in person or by agent, by written bid, Internet, electronic, telephone or other means, the bidder shall be deemed to have consented to the jurisdiction of the state and federal courts sitting in the State of Virginia. In the event of any litigation in which Express is a party, the parties hereby consent and agree that the sole venue in brought shall be in the State of Virginia. The parties further agree to waive any right that they might have to a jury trial in connection with any dispute arising out of relating in any way to these Terms and Conditions, the contract or the property and the parties hereby acknowledge that in so doing, they are waiving a valuable right.

**MISCELLANEOUS:** These terms and Conditions are hereby incorporated into the contract. The person executing and/or signing these Terms and Conditions represents that he/she is fully and validly authorized to act on behalf of the entity and that the entity is a presently operating entity that is financially capable of fulfilling the contract.

**MODEL RELEASE:** I understand that, during the course of my participation with Express, and those acting with the permission or authority of Express, may capture my name, likeness, image,

or voice in photographic, audio, video, digital, or other forms (“Media”). I recognize that all Media – including film, photographic prints, audio, video or digital files – are the exclusive property of Express. In addition, I hereby permit Express, and those acting with the Express' permission or authority, to use my name and Media, in any and all media (including Internet), now or hereafter devised, for any commercial, non-commercial, non-profit, educational uses. I understand and agree that Express, or those acting with its permission or authority, may use the Media in materials available to individuals or organizations outside of Express, including in publicity or promotional materials for Express and its assignees in perpetuity. I hereby waive any right to inspect or approve: (a) the finished Media, (b) any printed matter that may be used in conjunction with the Media, or (c) the eventual use to which the Media may be applied.

By my attendance, I have read and understand, agree and will abide by these Terms and Conditions. I certify and verify that I am legally responsible for any person under the age of 18 in my guardianship and agree to these terms and conditions including the “waiver of liability” on their behalf.

VERIFICATION: We believe this information is accurate, but we have not independently verified it and we do not vouch for its accuracy. Recipients of this information are urged to take whatever steps they feel appropriate to verify the accuracy of any information of special importance.

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