

# AUCTION TERMS & CONDITIONS

## BIDDER REGISTRATION

**Auction Location:** 12807 Fort Caroline Road, Jacksonville, Florida 32225

Auction Date: November 17, 2012

Auction Check-In Time: 1 P.M.

Auction Time: 2 P.M.

## BIDDER REGISTRATION

Bidder Name: \_\_\_\_\_ (“Bidder”)

Name for Title of Property: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Mobile Telephone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email Address: \_\_\_\_\_

How did you hear about today’s Auction: \_\_\_\_\_

### OPENING BID REWARDS PROGRAM

(Please refer to the Auction Terms & Conditions for further information):

YOUR OPENING BID: \$ \_\_\_\_\_

If you are represented by a Realtor® , please complete the following information: Realtor/Broker Name:

916-826-7310 : M.G. Orender Group, LLC – Scott Winch Realtor/Broker Office:

## **AUCTION TERMS & CONDITIONS**

By participating in the Auction, Bidder agrees to be bound by the following Auction Terms and Conditions set forth herein by Blackstone Auction Group (Blackstone Auction Group, Inc., its agents, employees, Auctioneer, Officers, Directors, Brokers and representatives, hereafter referred to collectively as “Blackstone” or “Auctioneer”) and the Seller.

1. **BIDDER NUMBER:** A Bidder Number is required to be eligible to obtain a bidder number and to bid. To obtain a Bidder Number, Bidder must:
  - a) Wire an Initial Purchase Deposit in the amount of \$25,000.00 to the Closing Attorney’s escrow account, or provide Blackstone Auction Group with a copy of a Certified Check made payable to themselves and bring the check to the auction. Deadline for the wire or copy of Certified Check is November 15, 2012. No money will be retained if Bidder not the winner;
  - b) Properly execute the Bidder Registration / Auction Terms & Conditions;
  - c) Possess a personal or business check from a United States bank or financial institution with funds available for the remainder of the ten percent (10%) Purchase Deposit at the time of signing the Purchase Agreement;
  - d) Be of legal age to purchase real estate in the State of Florida;
  - e) Tender all documents to Blackstone prior to the commencement of the auction.
2. **AUCTION TYPE:** There is not a minimum bid for the auction property; however, a Reserve will need to be reached or the sale will be subject to seller confirmation. The Auctioneer reserves the right, in his sole discretion, to reject the bidding of any person whose conduct, actions, or adverse comments is not in the best interest of the Seller.
3. **BUYER’S PREMIUM:** Winning Bidder shall pay a Buyer’s Premium equal to 10% of the high bid amount. Buyer’s Premium will be added to the winning bid amount to calculate the Purchase Price. The Buyer’s Premium is for auction related services and not a real estate commission. Upon closing, the Buyer’s Premium will be disbursed to Blackstone.
4. **OPENING BID REWARDS PROGRAM:** For a Bidder to participate, an Opening Bid must be submitted on the above Bidder Registration on or before the deadline, which is specified above and is typically two days prior to the date of the auction. The Opening Bid Reward is as follows:
  - a) Bidders who place an Opening Bid that falls between the amounts of \$1,200,000.00 and \$1,299,999.00, will receive a \$10,000.00 credit applied to the Buyer’s Premium;
  - b) Bidders who place an Opening Bid that falls between the amounts of \$1,300,000.00 and \$1,499,999.00, will receive a \$12,000.00 credit applied to the Buyer’s Premium; or,
  - c) Bidders who place an Opening Bid in the amount of \$1,500,000.00, or higher, will receive a \$15,000.00 credit applied to the Buyer’s Premium. The highest qualifying opening bid may be announced along with the corresponding Bidder Number, and used as the opening bid to start the auction. Should more than one bidder submit the same opening bid amount, the first opening bid as received by Blackstone will take precedence. By placing an Opening Bid above, Bidder shall be obligated to all auction terms and conditions as if bid were placed during the auction, and the Opening Bid shall be deemed a legally binding offer under the same Terms and Conditions as if it were presented during the auction. Opening Bids may be presented to the Seller prior to the auction, and if

accepted, Bidder will be notified and the auction will be cancelled. If an offer is accepted, Bidder shall sign the Purchase documents and close in accordance with the Auction Terms and Conditions. No verbal Opening Bids or offers will be accepted.

5. **AUCTION PROCEDURE:** Auctioneer shall open the bidding and bidding shall continue in increments as determined solely by Auctioneer. The Auctioneer reserves the right to accept bids in any increment he feels is in the best interest of the Seller. Except where prohibited by law, the Auctioneer may bid on behalf of the Seller up to the Reserve Price. Auctioneer is under no obligation to identify such bids as being placed on behalf of the Seller. Auctioneer shall determine how long to encourage bids. Bidder specifically agrees that at the moment a bid is tendered, Bidder is fully bound by the Auction Terms and Conditions and may not retract or withdraw the bid. If a dispute arises as to who is the first or winning bidder, the Auctioneer shall make such determination in Auctioneer's sole and absolute discretion. Auctioneer may elect to re-open the bidding between those two bidders in the event of such a dispute.
  6. **PRE-AUCTION OFFERS:** Seller will consider all pre-auction offers. All such offers shall be governed under the same Auction Terms and Conditions as if the offer was made during the auction.
  7. **PURCHASE DEPOSIT:** At the end of the auction, the winning bidder shall sign the Property Purchase and Sales Agreement and tender a ten percent (10%) Purchase Deposit. The Purchase Deposit shall be comprised of the Initial Deposit of \$25,000 and the balance paid in the form of a personal or business check drawn from a US bank or financial institution made payable to William Hamilton III, P.A. ("Closing Agent"). The only change that shall be made to the Property Purchase and Sales Agreement after the end of the bidding is to insert the Purchase Price and related figures, along with the winning bidder's information.
  8. **CLOSING DEADLINE AND CLOSING COSTS:** Bidder shall close on or before 5:00 p.m., E.S.T., December 18, 2012 at William Hamilton III, P.A., 4729 US Highway 17, Suite 203, Fleming Island, Florida 32003. The phone number for the Closing Attorney is (904) 278-3888. Closing may be conducted as a "mail-away" if you are unable to attend in person. Extensions must be in writing and signed by Seller and Blackstone. Closing Agent shall retain any interest earned on the Purchase Deposit as compensation for managing deposit. Buyer and Seller closing costs are itemized on the Purchase and Sale Agreement, and the undersigned has reviewed, fully understands, and agrees to the terms of the Purchase and Sale Agreement. All prorations will be calculated as of the day of closing.
  9. **TITLE:** Title will pass free and clear of any liens at closing, and good and marketable title will be conveyed to Bidder, subject to the exceptions listed in the Title Commitment. The Seller, Auctioneer and Blackstone, do not make any warranties, nor are they authorized to give such warranties.
  10. **LEGAL ENTITY PURCHASE:** A Bidder purchasing Property on behalf of a legal entity shall be bound under this Agreement and all other Auction Agreements in his individual capacity unless prior to Closing, the Bidder provides Seller and Closing Agent with a copy of required documents authorizing said purchase including but not limited to the Articles by which the legal entity was created, and the legal entity resolution authorizing the purchase.
- 2 **REPAIRS OR WARRANTIES:** Property is being sold AS-IS/WHERE IS, WITH ALL FAULTS and without any repairs or other warranties.
  - 3 **BIDDER DUE DILIGENCE AND PROPERTY INSPECTION:** BIDDERS SHOULD CONDUCT AND RELY EXCLUSIVELY ON THEIR OWN DUE DILIGENCE. BLACKSTONE DOES NOT ATTEMPT TO PROVIDE BIDDER WITH THE NECESSARY INFORMATION TO MAKE AN INFORMED DECISION ABOUT THE PROPERTY, SURROUNDING AREA, SUITABILITY OF INVESTMENT, OR ANY OTHER ANY OTHER CRITERIA THAT MAY BE DEEMED IMPORTANT IN ORDER TO MAKE A BUYING DECISION. BIDDER INFORMATION IS PROVIDED ONLY AS A COURTESY AND IS

BELIEVED TO BE ACCURATE, BUT THE SELLER, AUCTIONEER, BLACKSTONE AND LISTING BROKER DO NOT GUARANTEE OR WARRANTY SAID INFORMATION. BIDDER IS INVITED AND URGED TO SCHEDULE AN APPOINTMENT OR ATTEND A SCHEDULED OPEN HOUSE TO INSPECT THE PROPERTY. INSPECTORS MUST CARRY THE APPROPRIATE INSURANCE, INCLUDING BUT NOT LIMITED TO, LIABILITY INSURANCE AND WORKER'S COMPENSATION. PROSPECTIVE BIDDERS, THEIR AGENTS AND INSPECTORS, SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS BLACKSTONE, ITS AFFILIATES, AGENTS, EMPLOYEES, SELLER, AND LISTING BROKER FROM ALL CLAIMS, LIABILITY, DEMANDS AND DAMAGES, AND ARE RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE PROPERTY DURING THE INSPECTION.

4 CONTINGENCIES: Bidder hereby acknowledges that the Property is being purchased with NO CONTINGENCIES INCLUDING BUT NOT LIMITED TO: FINANCING, INSPECTIONS, OR ATTORNEY REVIEW. In the event that Bidder is depending on obtaining financing to finance a portion of the purchase price, Bidder does so at Bidder's own risk. If Bidder is unable to obtain the required financing and does not close on the purchase of the Property, Bidder shall forfeit 100% of the Purchase Deposit.

5 REALTOR/BROKER COMMISSION: Only a properly registered and licensed Broker representing the winning bidder that closes on the Property is eligible to be paid 2.5% commission (Calculated from the Winning Bid Amount) in accordance with the Broker Registration Agreement. In order for a Broker to be eligible for a commission, Bidder must complete the Broker information contained herewithin, and Broker must complete the Broker Registration Form and comply with its terms.

6 FURNISHINGS: Bidder hereby acknowledges that Blackstone is auctioning only the real property and attached appliances, fixtures and window treatments. All other personal property will be removed prior to closing.

16. DISCLAIMER: BIDDER SHALL INDEPENDENTLY VERIFY ALL INFORMATION DEEMED IMPORTANT PRIOR TO BIDDING ON THE PROPERTY, INCLUDING BUT NOT LIMITED TO: PROPERTY SIZE, SQUARE FOOTAGE, CONDITION, MOLD, RADON, CHINESE DRYWALL, AND ALL OTHER PROPERTY INFORMATION. PARTICIPATION IN THE AUCTION IS AT THE BIDDER'S SOLE RISK AND IT IS THE BIDDER'S SOLE RESPONSIBILITY TO CONFIRM ALL RELEVANT INFORMATION. BIDDER SHALL NOT SEEK RELIEF OR HOLD

LIABLE THE BLACKSTONE, ITS AGENTS, AFFILIATES, SELLER, OR LISTING BROKER IN THE EVENT THAT RELEVANT INFORMATION IS CONFIRMED INCORRECT. SELLER, PUBLIC RECORDS OR AN INDEPENDENT THIRD PARTY HAS SUPPLIED ALL PROPERTY INFORMATION TO BLACKSTONE, INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED WITHIN THE BIDDER INFORMATION PACKAGE, BROCHURES, ADVERTISING, PROMOTIONAL MATERIALS, AND ANNOUNCEMENTS. THIS INFORMATION IS DEEMED RELIABLE; HOWEVER, BLACKSTONE, THE AUCTIONEER, AFFILIATES, AGENTS, AND EMPLOYEES DO NOT GUARANTEE THIS INFORMATION AND TO THE FULLEST EXTENT ALLOWED BY LAW, DISCLAIM ANY GUARANTEE, REPRESENTATION, OR WARRANTY, INCLUDING BUT NOT LIMITED TO ORAL, WRITTEN EXPRESSED, IMPLIED, OR STATUTORY. BIDDER HEREBY FULLY AND IRREVOCABLY RELEASES SELLER AND BLACKSTONE FROM ANY AND ALL CLAIMS THAT THE BIDDER MAY HAVE NOW OR IN THE FUTURE INCLUDING BUT NOT LIMITED TO ANY LIABILITY, COST, LOSS, DAMAGE, EXPENSE, DEMAND, ACTION, INJURY OR DEATH AS A RESULT OF THE PROPERTY OR AUCTION REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OR NEGLIGENT MISREPRESENTATIONS.

7 DEFAULT: BIDDER DEFAULT: With the exception of uncured Seller default, Purchase Deposits are NOT refundable. Bidder must remit the required Purchase Deposit and sign the Purchase and Sale documents immediately upon the conclusion of the Auction, and must comply with all terms of sale. If Winning Bidder

fails to meet the auction requirements, Bidder shall be in default, and the Purchase Deposits shall be forfeited and disbursed by Closing Agent pursuant to a separate Agreement between the Seller, Blackstone, and Watson Realty Corp. Additionally, Seller reserves all rights allowed by law, including suit for damages, specific performance, or declare the contract null and void and re-sell the Property. **SELLER DEFAULT:** In the event that Seller refuses to sign the Purchase Contract or other documents to convey the Property to Bidder, then Bidder may elect to terminate this Agreement and receive a refund of the Purchase Deposit(s) as liquidated damages, or bring an action for specific performance against Seller to enforce the terms and conditions of this Agreement. Under no circumstances will Blackstone, the Auctioneer or Listing Agent be held liable for damages. The parties agree that in the event of a default as described herein, that it would be difficult to ascertain the true amount of damages and as such, the parties agree to the stated liquidated damages as being fair and reasonable and as a preferable remedy to an actual determination of damages.

8 **BIDDER CONSENT:** Bidder participation in the auction constitutes agreement to the terms and conditions herein. Failure to abide by any terms and conditions herein shall constitute a default and subject your bid to disqualification. Failure to abide by any terms and conditions herein shall also constitute a default under the Purchase and Sales Agreement. A signed copy of this Bidder Registration / Auction Terms and Conditions, shall be fully incorporated in the Property Purchase and Sales Agreement.

19. **CHOICE OF LAW AND ATTORNEY'S FEES:** Bidder, Seller, and Blackstone shall submit to the jurisdiction and venue of the appropriate court situated in the 4<sup>th</sup> Judicial

Circuit located in Duval County, Florida and agree that said court has subject matter jurisdiction over any disputes involving this Agreement, and that the Court shall construe and interpret this agreement under the laws of the State of Florida. In the event that any party is required to bring an action at law or equity to enforce the terms and conditions hereof, Blackstone shall be entitled to a recovery of reasonable attorney's fees and court costs. Bidder, Seller, and Blackstone hereby knowingly and willingly waive any and all rights to a trial by jury for any matter hereunder.

9 **MISCELLANEOUS:** Time is of the essence. Blackstone is acting exclusively on Seller's behalf. At all periods of time, Blackstone reserves the right to postpone, cancel, amend or modify the Terms and Conditions of the auction and offer the Property for sale in any manner deemed appropriate. Public bid calling from the auction block shall be deemed the start of the auction. Any violations of the rules and regulations as set forth herein may disqualify Bidder from auction participation. Auctioneer reserves the right to deny admittance or participation to any person. Where prohibited by state law, some services referred to herein may not be available to residents of the prohibiting state. In the event that any provision of this Agreement is determined to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall be given such effect as to reasonably achieve their intended purpose with the offending provision stricken. Bidder hereby acknowledges that Bidder had more than three (3) business days to review the any Home Owners Association or Condominium Documents, and Bidder waives any Right of Rescission. In consideration for being allowed to attend Auction, all attendees irrevocably agree that their images and voice may be recorded or videotaped, and used by Blackstone in all types of media without compensation. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Contracts/Agreements may be executed in counterparts, each of which shall be deemed an original, whether copied or transmitted electronically, and all together, shall constitute one and the same Contract. Contact shall be binding on all parties, their heirs, personal representatives, successors, and assigns. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

By signing below, I hereby agree to be governed by the terms and conditions as set forth hereinabove, and I further agree to such terms and conditions as may be included on the Property Purchase and Sale Agreement, which I have previously reviewed and are incorporated herein by reference.

BIDDER/BUYER CO-BIDDER/CO-BUYER

PRINTED NAME PRINTED NAME

DATE If Bidder/Buyer is a corporate entity: NAME OF CORPORATE ENTITY  
AUTHORIZED CORPORATE REPRESENTATIVE  
PRINTED NAME AND TITLE

Submit completed form via facsimile to: (603) 415-8745,  
or email: [tvarzos@gmail.com](mailto:tvarzos@gmail.com)  
ON OR BEFORE November 15, 2012 AT 5:00 p.m., E.S.T.