

General Terms and Conditions:

Agreement for Auction Bidders

By using our website to place a bid: (i) you acknowledge that you have read and understand all the written terms, conditions, and disclaimers set forth herein; (ii) you agree to all such terms, conditions, and disclaimers; (iii) you acknowledge that you have read and understand all the written terms, conditions, and disclaimers of the auction company that is responsible for the auction in which you are bidding (such terms, conditions, and disclaimers are not set forth herein and must be obtained from the auction company); and (iv) you agree to all the terms, conditions, and disclaimers of the auction company for the specific auction in which you are placing a bid.

Any bid that you place through the website in an auction is a legally binding offer to purchase the real property being auctioned. Your bid (i.e., offer) may be accepted by the auctioneer, in which case a legally binding agreement will be in place between you and "Auction Company". The terms, conditions, and disclaimers of "Auction Company" for that specific auction will be part of the foregoing agreement.

All bids shall be deemed pending unless and until duly accepted by the auction company.

The Auction company has the sole and absolute discretion to advance the bidding, including the discretion to reject any bid which the auctioneer believes does not advance the auction and/or is injurious to the auction. Bids that may be rejected include without limitation bids that appear to the auctioneer to be nominal, suspicious and/or suspect.

No bid shall be deemed a valid bid unless and until accepted by the auction company.

All bids are accepted at the sole discretion of the auction company. For any given auction, the successful bidder is deemed the bidder that places the bid that is accepted by the auction company.

The auction company shall have sole discretion in deciding the successful bidder in the event of a bidding dispute. The auction company's determination of the successful bidder shall be the final determination of the successful bidder.

If you are the successful bidder, you agree to pay the amount of your bid, all applicable taxes set by law, and any commissions, premiums, and other expenses that are set forth in the "Auction Company's" terms and conditions, including any terms and conditions that may be orally announced by the auction company at the auction. You agree to indemnify and hold "Auction Company" harmless from and against any and all costs, expenses, losses, and damages (collectively "damages"), including without limitation reasonable attorney's fees, "Auction Company" may incur with respect to your failure to pay all amounts that you are legally required to pay as the successful bidder.

All sales are final upon the determination of the successful bidder by the auction company.

Unless otherwise expressly provided by "Auction Company", all property is auctioned and sold in its "as-is" condition on the day of the auction. It is the bidder's responsibility to determine the nature, condition, and state of title of the property to be purchased at the auction.

Unless otherwise expressly provided by "Auction Company", all property is auctioned and sold where it is located on the day of the auction (i.e., "where-is"). The successful bidder shall make arrangements with "Auction Company" with their real estate agent who is representing them, to provide them with a signed sales contract with the exact auction terms within 24 hours upon receiving notice as the highest bidder and the reserve was met.

There shall be no changes on the sales price and terms & conditions that are exclusively posted in writing by "Auction Company" under its terms and conditions for the given auction.

DISCLAIMER OF WARRANTIES. You may be entitled to warranties, conditions, and terms that may be included and posted by "Auction Company" under its terms and conditions for the given auction.

"Auction Company" MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES OR TERMS (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING PERFORMANCE, RESULTS, SECURITY, NON-INFRINGEMENT, MERCHANTABILITY, INTEGRATION, QUIET ENJOYMENT, SATISFACTORY QUALITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME STATES. YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. "Auction Company" DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

LIMITATION OF LIABILITIES. You may be entitled to remedies that may not be excluded or limited by "Auction Company" under applicable law. EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, "Auction Company" WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS INCLUDING ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A REPRESENTATIVE OF "Auction Company" HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. IN ANY EVENT, THE LIABILITY OF "Auction Company" IN CONNECTION WITH THE USE OF THE AUCTION COMPANY SERVICES AND THE USAGE AS PROVIDED IN THE AUCTION COMPANY'S WEBSITE OR ITS AGENTS IS LIMITED TO THE GREATER AMOUNT OF (I) THE AMOUNT, IF ANY, PAID BY YOU TO PARTICIPATE WITH THE "Auction Company", OR (II) THE SUM OF TEN DOLLARS (\$10.00).

Neither "Auction Company" nor "Auction Company's parent company" including the brokers that represent them, nor the real estate listing agent, real estate broker and parent company shall be held responsible for a missed bid or the failure for the website to function properly for any reason. You acknowledge that the auction website provided by the "auction company" may not be operational at any given time for various reasons, including repairs, maintenance, upgrades, and many causes that are not within the control of the "Auction Company", the "Auction Company's" brokerage, the real estate agent representing the seller, the real estate agent representing the buyer, the brokers representing the agents and American Auction Pros as the Licensor, including without limitation power failures, defects in third-party equipment, and acts of God. In the event that the auction company's website fails to properly operate for any reason during any auction, thus preventing you from placing a bid, you acknowledge and agree that you are subject to the limitation of liabilities set forth above.

The disclaimer of warranties and limitations of warranties set forth above, including all exclusions and limitations set forth therein, will apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

The terms, conditions, and disclaimers set forth herein shall be governed by the laws of the Commonwealth of the state where the auction company provides services.

In the event that redress to a court of law is necessary to resolve any dispute that arises between you and "Auction Company" concerning these Terms of Use or your use of the "auction company website", then the proceedings shall be initiated in one of the following courts that has appropriate subject matter jurisdiction: the General District Court of the county and city where the auctions company resides . With respect to any proceedings that are appropriately brought in one of the foregoing courts, you agree that the court shall have exclusive jurisdiction and venue to adjudicate the dispute. You consent to venue and jurisdiction and waive all questions and defenses of personal jurisdiction, improper venue, or forum non conveniens for the purpose of any proceedings brought to resolve a dispute described in this section.

The non-exclusive permission granted to you by participating with the auction company's website or by written or oral invitation(s) is effective until terminated. Your rights and any permissions granted will terminate automatically or otherwise cease to be effective without notice from "Auction Company" if you fail to comply with any term(s) of the operations, guidelines and proper procedures offered by the auction company.

I've read and accept the terms & conditions

Full Name

Sign Here

Date