

Amelia Jeffers, Realtor & Auctioneer

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## BIDDER REGISTRATION AND TERMS OF SALE

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### Bidder Information

Auction Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Bidding through third-party agent/proxy or utilizing buyer's agent representation: **Yes** or **No**  
(If yes, please complete and submit the Designated Agent Form)

*Registration is not complete without valid photo identification.*

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### Terms & Conditions of Auction

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Property: **3400 Reno Road, Westerville, OH MLS#222038848**

The following terms and conditions constitute the terms by which the property is offered and sold through Amelia Jeffers, Auctioneer and Realtor with Street Sotheby's International Realty and (hereafter, "Auctioneer", "us", "we" or "our").

By registering to bid at auction, bidder (hereafter, "you", "they", "their") agrees to these terms and conditions.

1. Bidder acknowledges that the Auctioneer represents the owner/seller in this transaction. The bidder is either registered to bid through a licensed agent/proxy (with appropriate Designated Agent form on file), or is here unrepresented.
2. Property is being sold AS-IS. Prospective bidders are encouraged to view the Property in advance. Private previews can be scheduled by appointment only. Bidders should bid based on their own good judgement. Any omission or oversight is purely unintentional. The Auctioneer, nor seller, make any warranties or representation regarding condition of Property. Bidder acknowledges receipt of (**initial each**): (**N/A**) Lead Disclosure; (**N/A**) EPA Lead Pamphlet; (**N/A**) Residential Property Disclosure Form; \_\_\_\_\_ Residential Property Disclosure Exemption Form.

3. Purchase price of Property will be determined by adding a 10% buyer's premium to the gavel price.
4. Once the final gavel price and purchase price are determined, purchase contract acceptance shall be at the sole discretion of seller.
5. Per the terms of purchase contract made available to Bidders prior to the auction, the full purchase price *inclusive of buyer's premium* is expected to be delivered within 45 days of purchase contract acceptance. Closing will occur at a location determined by seller. Closing costs will be paid by the buyer.
6. Taxes will be prorated as of day of closing.
7. Buyer shall have complete possession of the property as of the day of close, or as negotiated with the seller prior to close.
8. Registered Bidders are required to provide a deposit in the form of a cashier's check (made payable to themselves) or escrowed wire in advance of the auction to be held until the auction has closed. The amount of the deposit shall be **\$10,000**. Deposits for all unsuccessful bidders will be returned (less any related bank fees) within 72 hours of the auction (wire) or immediately upon conclusion of the auction (cashier's check). Successful bidder's deposit will become a non-refundable payment (unless seller fails to perform under the terms of the purchase contract) toward the total purchase price upon contract acceptance.
9. Prospective bidders are required to provide a mortgage pre-approval letter or proof of liquidity.
10. Auctioneer and seller reserve the right to withdraw the property before the auction and shall have no liability whatsoever for withdrawal of the property.
11. The auctioneer may at his/her sole discretion accept or refuse any bid. The auctioneer may also execute bids on behalf of absentee bidders or on behalf of a reserve. Opening bids, bidding increments, and acknowledgement and acceptance of the highest bid are at the sole discretion of the auctioneer. Auctioneer shall have no liability to any bidder whose bid is not executed, accepted, or recognized.
12. Unless specifically announced and advertised as an "Absolute" Auction, auctions shall be considered a Public Auction. When applicable, minimum bids shall be announced and published prior to bid-calling. Public Auction may be subject to owner confirmation. Announcements made by Auctioneer on the day of auction take precedence over written materials.
13. Auctioneer offers this property subject to prior sale. Prospective bidders are welcome to submit a pre-auction offer. Pre-auction sale contracts shall be brokered by Street Sotheby's International Realty, Columbus.
14. Auctioneer is licensed and bonded by the State of Ohio, and follows all licensure and liability practices required by the state and standardly accepted as best practices in the auction industry.

The act of registering to bid indicates the bidder's acceptance of the terms and conditions. We appreciate your interest and participation.

**Bidder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OFFICE USE ONLY**

**Received:**      Registration      Identification      DAF      Pre-Approval / POF      Deposit