

Company against any claims that may arise from: (I) the Seller providing incorrect or inaccurate information regarding the Property;(ii) the Seller failing to disclose material information regarding the property,including,but not limited to, the condition of all appliances; the condition of heating,plumbing,and electrical fixtures and equipment; sewer problems; moisture or other problems with the roof or foundation; the availability and location of the utilities; and the location of property lines; and(iii)any injuries from any unsafe conditions within the property.

6. **AGENCY RELATIONSHIP.** By signing the listing agreement, the seller designates the seller's agent and the Brokerage company RealtyBidnow.com LLC., as agents for the seller to locate a buyer for the property. As agent for the seller, there is fiduciary duties to the seller that include loyalty, full confidentiality and full disclosure of all information know as an agent.
7. **PROFESSIONAL ADVICE.** RealtyBidnow.com LLC.and the sellers agent are trained in the marketing of real estate. Neither the company nor its agents are trained or licensed to provide the seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the property.
8. **REAL ESTATE AUCTION.** Seller agrees to have RealtyBidNow.com LLC. conduct a real estate auction for the said property to obtain the highest and best price that the public is willing to offer for the property under the advertised terms and conditions of the sale. It is understood that the final bid price is subject to the acceptance of the seller(s) within 24 hrs after the auction. In the case of a short sale, the lender will have 48 hrs from the offer date to approve the short sale.
9. **TERMS AND CONDITIONS.** The terms and conditions of the auction shall include the following:
 - a. RealtybidNow.com LLC. will offer the property as represented by the seller(s) on all listing forms and disclosures
 - b. Seller(s) agree to provide preliminary title report prior to auction and a paid policy of title insurance to the purchaser in the amount of the purchase price at the closing.
 - c. The successful bidder upon entering into the Real Estate Purchase Contract will be required to submit a minimum of \$2500 or 5% of the purchase price(whichever is greater),and this shall represent their non refundable deposit on the property.
 - d. The balance of the purchase price will be due and payable by buyer at closing which shall be no later than thirty days after seller(s) accepts the offer.
 - e. All normal closing costs will be paid by respective parties per the terms agreed by both parties.

10. SELLER AUTHORIZATIONS. Seller authorizes and agrees to pay RealtyBidNow.com LLC. the Auction fee (see options below) to advertise, promote, and conduct the auction on the property. Such advertising and marketing is based on the option the seller chooses (circle one option below and see Summary of Services for details).

OPTION 1 (\$150) Georgia

(\$250) Out of State

OPTION 2 (\$395) Georgia

(\$495) Out of State

Please Note Payment for Services is to be paid online at payment center.

Seller agrees to allow online bidding price to start with a nominal starting price of \$ _____, which may also be posted on other sites.

Sellers reserve price: \$ _____.

Sellers Buy Now price: \$ _____ (for other properties section.)

Seller acknowledges that the property will be advertised and placed on RealtyBidNow.com LLC. online auction system which will allow buyers to bid online.

All parties agrees to the following:

- a. Install appropriate signage on the property
- b. List property on several internet sites, which includes Multiple listing Services
- c. Allow the use of a lock box on the property.
- d. RealtyBidNow.com LLC. will hold min of 1open house on the property to be discussed at a future date.

11. NO GUARANTEE. RealtyBidNow.com LLC. does not in any way guarantee or make any promises as to the results of the auction and marketing efforts. Seller understands and agrees that this real estate auction is simply an alternative method to market and sell the property.

12. BUYER DEFAULT. In the event the buyer defaults, the sole remedy for the seller(s) shall be the forfeiture of the buyer's deposit. Such deposit will be divided equally between the seller(s) and RealtyBidNow.com LLC. as liquidated damages.

Signature Page

THE UNDERSIGNED seller does hereby agree to the terms of this agreement.

_____ **Seller's Signature** _____
_____ **Email/Phone** _____
_____ **Date** _____

ACCEPTED BY REALTYBIDNOW.com LLC.

By: _____ **Authorized Seller's Agent**
_____ **Date**
By: _____ **Principal/Broker**
_____ **Date**

Revised 9/25/2009