



The undersigned Buyer agrees to abide by all the terms and conditions stated herein,

**1. The Auction is being conducted by RealtyBidNow.com LLC.** All parties acknowledge 1.5% is payable at closing to RealtyBidNow.com LLC. for online services which is the premium paid by buyer added to the sales price at contract. This is a Transaction fee for our services.

**2. Online Bidding:** To bid online, simply go to the property you wish to bid on and click on “bid online” and follow instructions. Before bidding, buyer must read and accept the Terms and Conditions of the auction.

RealtyBidnow.com LLC. has the right to post- pone or cancel the auction in whole or part, at his sole discretion, and to modify or add any terms and conditions.

**3. Buyer Registration:**

To participate in an online auction, each buyer must register prior to bidding. Once you have completed the registration form, you will be required to place an authorization and hold on a major credit card in the amount of \$2,500. Those bidders who are not successful winning bidders during the auction will have the authorization hold on their credit card removed following the day of Auction end day.

**4. Agency Disclosure:**

Unless otherwise agreed in writing, RealtyBidNow.com LLC. is representing the seller. Each purchaser will be required to acknowledge said agency. Brokers representing buyers must have registered their buyer within 48hours prior to the start of the auction with RealtyBidNow.com LLC. and provide RealtyBidNow.com a copy of the exclusive buyer brokerage agreement.

**5. Financing:**

The properties are **NOT** being offered: “Subject to financing” Prospective purchaser **MUST** pre-arrange for financing prior to bidding. Verification of method of payment documentation will be required via email or fax to RealtyBidNow.com LLC. prior to bidding.

**6. Property inspection, documents and warranties:**

Each property is being sold: As is” and it is the responsibility of each buyer to inspect the properties prior to the sale and to satisfy themselves as to the physical condition of the premises. The buyer should also review the documents concerning each property they are

interested in purchasing. The following documents, if applicable, are available upon request or online:

- A) Real Estate Purchase Contract & Addendum(s)
- B) Seller Disclosures
- C) Brokerage Registration if exclusive buyer brokerage agreement has been executed between buyer and Realtor.

Upon signing this Real Estate Auction Contract, the buyer affirms that they have inspected the property, or satisfied himself as to the condition of the property and title prior to the auction.

These properties are offered for sale, un-repaired and without any expressed or implied warranties, unless stated on the contract or any addendum(s). Auctioneer, Broker and the Seller assume no liability for error or omissions in this property listing, advertising or promotional statements and materials.

Although information has been obtained from sources deemed reliable, the seller, auctioneer and broker make no representations, or guarantees as to the accuracy of the information herein contained.

**7. Escrow & Title insurance costs:**

All properties are sold with a title policy issued by the seller.

**8. Prorations:**

Assessment and general property taxes shall be prorated to the closing date of the sale. This includes all utilities & homeowner association fees.

**9. Bid Acceptance:**

A) For all properties sold” subject to seller’s confirmation” the seller reserves the right to accept or reject any or all offers. In case of a bank property, the lender has 48 hrs to approve the offer. The seller or the Auctioneer reserves the right to delete any properties from the auction at his sole discretion.

B) Some properties may be absolute, which will be clearly marked and identified as such. Otherwise all properties are sold subject to seller’s confirmation. For all properties sold “absolute”, the seller will be deemed to have accepted the bidder’s offer.

**10. Real Estate Purchase Contract:**

The buyer will be required to complete a Real estate contract and appropriate addendums to the real estate contract at the time the successful bid is received. Acceptance of the agreement is subject to approval by the seller and/or bank.

**11. Purchase Deposit:**

Once the high bidder has been confirmed and the auction is accepted, the high bidder must make a deposit of **\$2500 or 5%** of the purchase price (whichever is greater) 48hrs is allotted for in stipulations to submit contract & deposit to RealtyBidNow.com LLC.

**12. Back up bidder:**

RealtyBidNow.com LLC. may take a back up offer from the second highest bidder. In the event the highest bidder fail to perform as required with in 48hrs, the property will be offered to the back up bidder under all the original terms of this Real Estate Auction contract.

**13. Closing:**

The sales transaction shall close no later than 45 days from the date of the acceptance of the offer by seller unless extended in writing by both parties or unless otherwise stated in the contract.

The non –refundable purchase deposit will be forfeited and used as liquidation damages for all sales transactions not closing within 45days of the auction unless extended with seller’s written consent or otherwise stipulated in the contract. Deposit will be divided among the Seller, RealtyBidnow.com LLC. & other agents involved in transaction within 30days of termination.

All announcements made at the time of the auction take precedence over all advertisements, brochures, and other printed material having reference to the sale.

The undersigned bidder affirms he has read and understands the terms of the above said agreement.

Name: \_\_\_\_\_ Property ID #: \_\_\_\_\_  
Email: \_\_\_\_\_ Represented by: \_\_\_\_\_  
Address: \_\_\_\_\_ Agent Company: \_\_\_\_\_  
Phone Number(s) \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_  
Buyers Signature: \_\_\_\_\_ Sellers Signature: \_\_\_\_\_  
Buyers Signature: \_\_\_\_\_ Sellers Signature: \_\_\_\_\_

**Contact Information:** Our main Phone line is 678-765-9330 toll free line is 866-774-2418, and our fax line is 678-546-3544. The website is [www.realtybidnow.com](http://www.realtybidnow.com); and our business address is RealtybidNow.com LLC. at 2550 Hamilton Mill Road, Suite 100 Buford, Ga. 30519. Broker/Auctioneers email address is Realtybidnow@gmail.com

Revised 9/21/2009