



The terms and conditions set forth in this agreement apply to the auction of the property identified on the details page. Your participation in the auction indicates your intent to be bound by the terms and conditions of this agreement.

- A. You may only register to bid if you are able to form a legally binding contract to purchase real property under Ohio law. You cannot bid if you are a minor or incompetent or do not have the mental capacity or authority to enter into a contract to purchase real property.
- B. If you are registering an entity, your registration constitutes a representation and warranty that you have the mental capacity to enter into a contract to purchase real property and actual authority to legally bind the entity to a contract to purchase real property. If you do not have this authority, you agree that you will be personally liable for your conduct.
- C. If you are the high bidder, you are contractually obligated to buy the real estate at the price stated as Your bid, Buyer's Premium, fees, and all other applicable Buyer closing costs.
- D. If bidding occurs in the final moments of the auction, the end of the auction will be extended automatically for successive fixed periods of time (the "Anti-Snipe Time"). The auction will end after no bidding occurs during the Anti-Snipe Time.
- E. Successful Bidder will be required to enter into the purchase agreement as posted on the Documents tab and accept the NON-REFUNDABLE status of their pre-bid deposit of \$20,000 by cash, check, or electronic transfer after the end of the auction within 24 hours. Failure to execute the purchase contract will put the bidder in default.
- F. Default by Bidder: In the event of a default by the Bidder under the terms and conditions of this auction, the Auctioneer reserves the exclusive right to terminate this Agreement and take any and all actions deemed necessary and appropriate to sell the property, including, but not limited to, offering the property to the next highest bidder or relisting the property for auction at the Auctioneer's discretion. If the winning bidder defaults, their pre-bidding deposit will automatically be forfeited. Nothing herein shall limit or relieve the Bidder's liability for any actual damages sustained by the Auctioneer, Seller, or any third party as a result of such breach. The Auctioneer's exercise of rights under this section shall not constitute a waiver of any other rights or remedies available to the Auctioneer, Seller, or any affected third party under this Agreement or applicable law.
- G. Each Buyer is responsible for conducting their own due diligence on the Property before bidding. The buyer is encouraged to conduct an inspection(s) prior to bidding.
- H. The real estate sells in "AS IS" condition, with all faults, defects, and limitations, whether apparent or not. The Seller is not making any repairs, improvements, or making any concessions. If you are the highest bidder, you must accept the property in whatever state and condition the property is in, with any & all defects, both patent and latent, and with any & all faults, whether known or unknown, existing at the time or arising in the

future. All repairs, inspections, surveys, or permits related to the property are at your own risk and expense.

- I. The sale is not contingent upon a satisfactory inspection.
- J. The sale is not contingent upon the Bidder(s) ability to secure financing. The buyer assumes responsibility for the appraisal gap, if any.
- K. Closing to occur on or before 04AUG2025.
- L. Seller will provide and pay for owner's title insurance, preparation of deed, conveyance fee, and the proration of real estate taxes.
- M. Bidder acknowledges receipt of a copy of the real estate purchase agreement for this Auction.
- N. There is a 10% (Ten Percent) Buyer's Premium added to your final bid to determine the final purchase price.

Definitions:

*Bidder*: a prospective buyer who places a bid on the property.

*Bid*: an irrevocable offer to purchase the property at the stated price.

*Buyer's premium*: the amount added to the highest bid to determine the contract price. The buyer's premium is calculated as a percentage of the highest bid.

*Contract price*: the price of the property, payable by the highest bidder. The contract price is the sum of the highest bid and the buyer's premium.

*Highest bidder*: is the bidder who submits the highest bid at the auction of the property and satisfies the terms and conditions of the auction.

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Bidder Signature

Date

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Print Bidder Name

Bidder Number