



REAL ESTATE ONLINE TERMS & CONDITIONS

BIDDING: By placing a bid, you are entering into a legally binding contract with Seller and Damon Shortt Real Estate & Auction Group. If you are the successful and winning bidder, you are legally obligated to purchase the property. Furthermore, by placing a bid, bidder acknowledges that he/she has read, understood and agrees to be bound the terms and conditions as set forth herewith.

REGISTRATION: Bidders must register online to place a bid. You will be required to provide your credit card information when you register. You can pre-register online anytime prior to the start of the auction.

CREDIT CARD VERIFICATION: When you register to bid, you will undergo credit card verification. Your card will not be charged unless you are the winning bidder.

BUYER'S PREMIUM: A 4% buyer's premium will be added to your highest bid and become part of the total purchase price.

EARNEST MONEY DEPOSIT: A down payment of **10% of the total purchase price (bid price plus buyer's premium)** is due within **24 hours** after close of the auction. Balance is due in full at closing within 30 days from the day of the auction.

You will be contacted by Damon Shortt Real Estate & Auction group to arrange for payment of the required down payment. **PAYMENTS MUST BE RECEIVED WITHIN 24 HOURS AFTER THE CLOSE OF THE AUCTION.** The downpayment will be held in escrow by Damon Shortt Real Estate & Auction Group until closing.

FORMS OF PAYMENT: The downpayment may be paid by wire transfer, certified check, cash, personal check or credit card. A 2% credit card fee will be added for any credit card payments. A \$10 fee will be added for any wire transfer.

If you want to pay by cash, check or wire transfer, please call our office at (843) 669-4005 and let us know ahead of time so we will not charge your card.

PURCHASE & SALE AGREEMENT: If you are the winning bidder, you will receive an email from Damon Shortt Real Estate & Auction Group and you will be required to sign our standard Purchase Agreement at the close of the auction. The executed Agreement must be returned to Damon Shortt Real Estate & Auction Group at the close of the auction via email, fax or in person. The online terms and condition is incorporated into and is part of the Purchase and Sale Agreement.

ADEQUATE FUNDS: No purchase shall be contingent upon Buyer obtaining financing. In addition, no purchase shall be contingent upon Buyer conferring or transferring another property to obtain funds for the closing of this transaction. By placing a bid, Bidder acknowledges that they have adequate funds or access to adequate funds to purchase the property.

“AS-IS”: The property is being sold “As Is” without any warranty or guarantee by Damon Shortt Real Estate & Auction Group, its representatives, agents or employees.

DUE DILIGENCE: Bidder acknowledges that they have performed their own due diligence prior to placing a bid. Bidder further acknowledges that Damon Shortt Real Estate & Auction Group, its affiliates, employees, agents or representative does not perform any due diligence on any property listed for auction. Bidder should satisfy themselves as to the condition, quality, and state of repair or lack of repair, habitability, structural integrity and/or fitness for particular purpose of the property offered at auction and by placing a bid, Bidder acknowledges that they are buying the property “As is.”

TITLE TO REAL ESTATE: Damon Shortt Real Estate & Auction Group does not make any warranty or guarantee about the status of the title of the property.

SURVEY: If a survey is needed to close the property, the cost of the survey will be the responsibility of the buyer.

DISCLAIMER: BUYER acknowledges that he/she has examined and inspected the above described property prior to the execution of this Agreement and agrees to purchase the property “AS-IS.” BUYER is relying solely on his/her examination and inspection of the property. BUYER acknowledges that SELLER and/or SELLING AGENT and/or its representatives made no representation, guarantee or warranty, written or oral, as to the condition, quality, and state of repair or lack of repair, habitability, structural integrity and/or fitness for particular purpose of any of the above described property. No statement made by SELLER and/or SELLING AGENT and/or its representatives either in printed matter or made orally shall be deemed as an expressed or implied warranty, representation or assumption of liability. If an inspection report has been obtained by and for SELLER and/or SELLING AGENT and/or its representatives, such report may be provided to the BUYER for informational purposes only and is not part of this Agreement. SELLER and/or SELLING AGENT and/or its representatives do not make any representation, guarantee or warranty as to the accuracy and completeness of such report. BUYER acknowledges and agrees that SELLER shall make no repairs or improvements of any kind to the property and that nothing disclosed by SELLER and/or SELLING AGENT and/or its representatives shall require SELLER to correct and improve the condition disclosed or make repairs of any kind to the property. The property is being sold and purchased subject to any zoning, building restrictions, conditions, easements, right of ways and/or any other applicable laws, codes, regulations, rules or any other matters of record. The exact acreage is not warranted by SELLER or SELLING AGENT and/or its representatives. SELLER is selling the square footage and/or the acreage that they own, be it more or less than the acreage, described in this Agreement or the Terms & Conditions. SELLER further makes no warranty or representation, express, implied or arising by operation of law, concerning the environmental condition or physical fitness of the property including without limitation, any warranty of condition for habitability, merchant ability, or fitness for a particular purpose or purposes, or as to the existence of any wetlands located on the property. Again, the property is to be sold in an “as is” condition. As stated below, this provision shall survive closing.

Damon Shortt Real Estate & Auction Group is not responsible for any failure of internet service due to power outage or work interruptions. Damon Shortt Real Estate & Auction Group is not responsible for any missed bids from any source or due to any disruption of internet service.

RIGHT TO AMEND: Damon Shortt Real Estate & Auction Group reserves the right to pull any or all of the property at any time prior to the property being offered on the auction block.