Green Gavel Auction, LLC

Ben Twilley, Auctioneer

Public Real Estate Auction

Pre-Auction Bidding Open

July 1, 2023 – July 21, 2023



PROPERTY INFORMATION PACKET BIDDER REGISTRATION AND OFFER TO PURCHASE FORM

1705 Bunting Avenue

Fenwick Island, DE 19944

Green Gavel Auction, LLC 110 Baulkin Drive Hartly, DE 19953 (302) 734-2432 www.GreenGavelAuction.com

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Terms and Conditions of Auction

Must be read and agreed to prior to bidding on the property

- Bidder Registration: All bidding is open to the public. You must, however, be registered before
 you may bid on the property. Offering a Pre-Auction bid does not preclude you from bidding at the
 live auction.
- 2. If the Purchaser is an entity other than a natural person, i.e. a partnership, corporation, limited liability company of trust, the person signing this agreement (and subsequent <u>Agreement of Purchase and Sale</u>) warrants and represents he or she is authorized to execute this bid on behalf of the Purchaser and will provide Green Gavel Auction, LLC with legally valid authorizations.
- 3. Broker Participation will not be offered by the Seller or Green Gavel Auction, LLC.
- 4. **Auction Conduct:** Pre-Auction bidding is open to the public from July 1, 2023 July 21, 2023. A live auction will be conducted on location July 28, 2023 at 12:01 pm, at which time the highest pre-auction bid will become the opening bid price.
- 5. **Sellers Confirmation**: The property will be sold subject to the seller's confirmation.
- 6. All property is selling AS IS, WHERE IS. No warranty is given either expressed or implied.
- 7. **Ernest Money Deposit:** A \$150,000. non-refundable deposit in the form of a bank cashier's check made out to Green Gavel Auction, LLC must accompany this form and shall be held uncashed by Green Gavel Auction, LLC until the winning bid is accepted. All unsuccessful bidders' checks will be returned via US Post within three business days following the completion of the live auction.

The successful Buyer's check will be deposited and held by Green Gavel Auction, LLC pending settlement as stated below. This deposit will be applied toward the final purchase price at time of settlement.

If any check given in payment is not honored for any reason, and if such check is placed in the hands of an attorney for collection, the Purchaser agrees to pay all reasonable attorney's fees, together with all costs of suit if such is instituted.

8. **Letter of Credit:** A current letter of credit must accompany the <u>Bidder Registration and Offer to Purchase.</u>

- 9. **Buyer's Premium:** A Buyer's Premium of <u>2%</u> will be calculated as a percentage of the high bid price or "hammer" price. This will be added to the high bid price and the total will become the Total Money Owed as reflected in the <u>Agreement of Purchase and Sale.</u>
- 10.As-Is Condition: The Property is sold in "As-Is" condition at the time of the public auction. Purchaser(s) accepts the Property in such condition. The Seller makes no representation or warranties as to the condition of the real estate. The Purchaser(s) waives any claims for any liability imposed through any environmental actions. This agreement shall survive the settlement. It is the Purchaser's responsibility to inspect the property before bidding. Green Gavel Auction, LLC is acting as agent only and is representing the seller in this transaction. Green Gavel Auction, LLC, has no knowledge of said property. This property is being sold with no contingencies.
- **11.Warranty:** Seller makes no warranty of any kind in regard to the condition of the Property or any components of the property to include (but not limited to) roof, electrical systems, heating systems, water systems, water quality, sewage disposal system, appliances, land area.
- 12. **Home Inspection:** Purchaser(s) has had the opportunity to inspect the property prior to the Public Auction and this contract is not contingent upon any repairs to said property.
- 13. Survey: Purchaser shall be responsible for any and all required surveys.
- 14. **Disclosures:** Prior to the sale, at the request of the bidder, Green Gavel Auction will make available for review a copy of the Agreement of Purchase and Sale.
- 15. **Financing:** The contract is not contingent upon the availability of financing, nor is it contingent upon Seller providing any financing. Purchaser(s) is obligated to close the contract by paying the purchase price in cash or certified funds, of which the deposit shall be a part at closing.
- 16. Settlement: Settlement shall be held on or before September 11, 2023.
- 17.Settlement Costs: Purchaser(s) has the right to select Purchaser(s)'s own Delaware licensed settlement company or title attorney and/or title insurance company. The Purchaser(s) will pay all settlement costs including, but not limited to, title examination, title insurance fees, document preparation and recording fees, notary fees and survey fees. The cost of State and local transfer and recordation taxes shall be paid equally by the Purchaser(s) and the Seller.
- 18. **Adjustments:** All taxes and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis are to be adjusted and are to be assumed and paid thereafter by Purchaser(s), whether assessments have been levied or not as of the date of settlement.
- 19. **Purchaser's Responsibility:** If Purchaser(s) has misrepresented Purchaser's financial ability to consummate the purchase of the Property, or if Purchaser(s) makes any misrepresentation in any document relating to financing, Purchaser(s) shall be in default and Seller may elect by written notice to Purchaser(s) to terminate this Contract and pursue the remedies set forth under the "Default" paragraph below.
- 20. Seller's Responsibility: Seller covenants and agrees that s/he has the right to sell the

property and can deliver merchantable title to the Purchaser(s). Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by the Seller and Property conveyed free thereof.

- 21. **Default:** Purchaser(s) accepted as a condition of the sale that, if Purchaser(s) fails to make full settlement in accordance with the terms, covenants and conditions of this contract, Purchaser(s) shall forfeit their Deposit and shall have no rights or interest in the property.
- 22. Property Insurance and Risk of Loss: The Property is to be held at the risk of Seller until legal title has passed or possession has been given to the Purchaser(s). If, prior to the time legal title has passed or possession has been given to the Purchaser(s), whichever shall occur first, all or a substantial part of the Property is damaged or destroyed, without fault of the Purchaser(s), then this Contract, at the option of the Purchaser(s), shall be null and void if presented to the Seller in writing. In said event, all deposits hereunder shall be returned to the Purchaser(s) in accordance with the terms of the contract.
- 23. Deed and Title: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty shall be executed by the Seller and shall convey the Property to the Purchaser(s). Title to the Property shall be good and merchantable, free from liens and encumbrances, except for use and occupancy restrictions of public record which are generally acceptable to properties in Delaware, publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property or determined by a title search.
- 24. Entire Agreement: This contract contains the final and entire agreement between the Parties and neither they nor Green Gavel Auction, LLC shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The Parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors. Once signed, the terms of this Contract can only be changed by a document executed and signed by all Parties. It is further agreed that his Contract may be executed in counterparts.
- 25. **Agreement of Purchase and Sale**: Once declared the highest bidder as the result of the auction, and upon the seller's acceptance of the highest bid, the Purchaser will be required to immediately sign the <u>Agreement of Purchase and Sale</u>. If the highest bidder is not present at the live auction, they must complete <u>the Agreement of Purchase and Sale</u> within 24 hours of notification that they are the winning bidder.

My signature below indicates I have fully read the Terms and Conditions of Auction and I understand them and agree to abide by them.							
Purchaser	Date	Purchaser	Date				
Purchaser	Date	Purchaser	Date				

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BIDDER REGISTRATION AND OFFER TO PURCHASE

1705 Bunting Avenue, Fenwick Island, DE 19944

Bidder	Name:						
Compa	any Name:						
Bidder	Address:						
Bidder	City:	State:	Zip				
Bidde	r Telephone:	E-Mail: _					
BID PRICE							
I, the undersigned, agree that I have read, understand and agree to the terms and conditions as outlined in this Bidder Registration and Offer to Purchase packet. Should I become the highest bidder and my bid be accepted by the Seller, I will be bound by the terms contained herein.							
	Purchaser	Date	Purchaser	 Date			
	Purchaser	Date	Purchaser	Date			

PRE-AUCTION BID DEADLINE: Completed bid form, deposit and Letter of Credit must be received by Green Gavel Auction, LLC before 6:00 pm Eastern Standard Time on July 21, 2023.

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