

BIDDER TERMS AND CONDITIONS:

All Auction sales are subject to the following Terms and Conditions. As used herein, "Auctioneer" shall mean The Total Solution Auction & Estate Services, LLP and its owners, employees, agents and assignees. As used herein, "Bidder" means any person or entity, and the agents or representatives of any such person or entity, that registers, and/or bids, and/or buys, and/or otherwise participates in the Auction (including, without being limited to, inspection and/or pick-up), regardless of whether such person or entity tenders a bid.

These Bidder Terms and Conditions apply to auctions conducted by The Total Solution Auction & Estate Services, LLP ("Auctioneer"), and constitute a legal, valid, binding, and enforceable contract between Auctioneer and YOU (Bidder). These Bidder Terms and Conditions also form the basis for the contract of sale between YOU (Bidder) and the Seller if YOU (Bidder) are the Winning Bidder on any Lot(s).

1. **Auction Participation and Conduction.** Auction Conducted Under and In Accordance with These Bidder Terms and Conditions, Additional Terms and Conditions Posted by Auctioneer, and Announcements Made at the Time of the Auction, and Applicable Law. The Auction is conducted under and in accordance with these Bidder Terms and Conditions, any and all other Terms and Conditions posted by Auctioneer (whether at the Auction Site or online), any announcements or corrections made by Auctioneer at the time of the Auction, and applicable law. By participating in the Auction, whether at the auction site, online, telephonically, or through any other means (including Absentee Bid), YOU (Bidder) agree to be bound by, and to abide by, all such Bidder Terms and Conditions.
2. **Definitions.** The following definitions apply to these Bidder Terms and Conditions for each auction conducted by Auctioneer:
 - a. **"Absentee Bid"** means a bid submitted to Auctioneer by an Absentee Bidder for the execution during the Auction under terms established by Auctioneer. "Absentee Bidder" means a person or entity that submits an Absentee Bid. An absentee Bidder may or may not be present at the Auction.
 - b. **"Absolute Auction" or "Absolute"** applies only if and when expressly indicated and means that property is sold to the highest bidder regardless of the amount of the final bid, with no limiting conditions, restrictions, or reservations. This type of auction is also known as an auction Without Reserve. Provided that a bid is received within a reasonable time after bidding opens on a Lot, the Lot will be sold to the highest bidder regardless of the final bid amount. A Lot exposed for sale at Absolute Auction may be withdrawn by Auctioneer if a bid is not received within a reasonable time after bidding opens on the Lot. UNLESS SPECIFICALLY AND EXPRESSLY STATED BY AUCTIONEER IN WRITING, NO PROPERTY IS BEING PUT UP AT ABSOLUTE AUCTION OR WITHOUT RESERVE.
 - c. **"Auction"** means an auction conducted by Auctioneer.
 - d. **"Auction Site"** means the physical location where the Auction is conducted, and/or where the Property is located, and/or where inspections may be made, and/or where pick-up occurs.
 - e. **"Bidder Account"** the online account assigned to a Bidder by Auctioneer or by an Online Auction Platform Provider. (See, also, Bidder Number).
 - f. **"Bidder Number"** means the number or other identifier issued by Auctioneer to a Bidder for the purposes of identifying bids to such Bidder. (See, also, Bidder Account).
 - g. **"Bidder Registration"** means the information provided by a Bidder, and the process of registering such Bidder, to bid at the Auction, including the prospective Bidder's to be bound by these Bidder terms and Conditions.
 - h. **"Bidder Terms and Conditions"** means these Bidder Terms and Conditions. "Buyer" means the Winning Bidder on a Lot.
 - i. **"Buyer's Premium"** is a non-refundable administrative fee calculated as a percentage of the Hammer or stated SOLD Price that is payable by the Buyer of each Lot to Auctioneer for Auctioneer's own account. If a Lot is offered Subject to Seller's Confirmation, the Buyer's Premium will be calculated on the amount of the High Bid Subject to Confirmation or such other amount as may be agreed to between Seller and Buyer, whichever is greater. The Buyer's Premium is earned at the Fall of the Hammer or SOLD statement.
 - j. **"Contract Price"** means an amount equal to the Hammer (SOLD) Price plus the Buyer's Premium and any other stated or written charges. Any sales tax or similar such taxes or fees will be based on the Contract Price.
 - k. **"Delivery"** means the transfer of possession of a Lot or Lots to the Buyer. Unless otherwise stated in writing, Delivery of a Lot will occur where the Lot is physically located during the Auction or at such other address as indicated on Auctioneer's website. Delivery does not mean that Auctioneer will move or relocate any Lot from its physical location during the Auction, or as indicated on Auctioneer's website, to any other location directed by the Buyer. Unless otherwise expressly agreed in writing, Auctioneer will not move or relocate any Lot(s) on behalf of the Buyer.

- l. **"Fall of the Hammer" or "SOLD"** statement means the point, after bids have been received, at which Auctioneer declares a Lot "sold" to the Bidder acknowledged by Auctioneer as having made the Winning Bid. During an online auction, the Fall of the Hammer may occur electronically at the end of timed (or extended) bidding.
- m. **"Hammer Price" or "SOLD"** statement means the High Bid amount recognized by Auctioneer with the Fall of the Hammer or SOLD statement.
- n. **"High Bid Subject to Confirmation"** means the high bid amount recognized by Auctioneer at the conclusion of bidding on a Lot that is Subject to Seller's Confirmation. If the High Bid Subject to Confirmation is confirmed by Seller, it will be the Hammer or SOLD Price.
- o. **"High Estimate"** means an amount that Auctioneer anticipates that a Lot may bring at the high end of a spectrum of possible bids. The High Estimate, if used, is not a valuation or appraisal, and cannot be relied on as such.
- p. **"Lot"** means each individual item or grouping of items exposed for sale at one time by Auctioneer.
- q. **"Low Estimate"** means an amount that Auctioneer anticipates that a Lot may bring at the low end of a spectrum of possible bids. The Low Estimate, if used, is not a valuation or appraisal, and cannot be relied on as such.
- r. **"No Sale"** occurs if bidding opens on a Lot, but the Lot is not sold because Auctioneer passes the Lot or declares a No Sale.
- s. **"Online Auction Platform"** means the hardware and software utilized to conduct the Auction online and to facilitate online bidding, including any associated, adjunct, and/or complementary websites, services, premiums and promotions.
- t. **"Online Auction Platform Provider"** means the provider of an Online Auction Platform and related services.
- u. **"Online Bidding Period"** means, with respect to an Auction conducted in whole or in part online, any established period during which online bids may be tendered.
- v. **"Registration Deposit"** means, if required by Auctioneer, the deposit made by a Bidder in order to register for the Auction. Auctioneer may require that the Registration Deposit be made in certified funds or in such other form as determined by Auctioneer in Auctioneer's discretion.
- w. **"Reserve" or "With Reserve"** means that property put up at auction may be withdrawn by the Auctioneer and/or bids may be rejected by Auctioneer prior to the Fall of the Hammer or SOLD statement. UNLESS SPECIFICALLY AND EXPRESSLY STATED OTHERWISE BY AUCTIONEER IN WRITING, ALL PROPERTY IS BEING PUT UP WITH RESERVE.
- x. **"Reserve Price"** means the minimum price that Seller is willing to accept for specific Property. If Property put up With Reserve is subject to a Reserve Price, such property will not be sold unless the Reserve Price is met or waived.
- y. **"Subject to Seller's Confirmation"** means, with respect to any Lot expressly identified in this Agreement as being sold Subject to Seller's Confirmation, that after the High Bid Subject to Seller's Confirmation has been received and acknowledged by Auctioneer, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid or (ii) reject such bid.
- z. **"Winning Bid"** means the highest bid received and accepted (and if Subject to Seller's Confirmation, confirmed by Seller).
- aa. **"Winning Bidder"** means the Bidder who is recognized by Auctioneer as having made the Winning Bid.
- bb. **"Withdrawn", "Withdrawal", or "Withdraw"** refers to the circumstance in which the Property is removed or withdrawn from the Auction, or in which it is determined that such Property will not be offered or sold at the Auction.
- cc. **"Without Reserve"** means Absolute.
- dd. **"YOU"** means a Bidder.

3. **Bidder Registration; Bidder Qualification.** YOU must register to bid. Auctioneer may establish such Bidder Registration requirements and Bidder qualifications as Auctioneer determines, in Auctioneer's discretion, to be reasonably necessary or appropriate. In order to register to bid, YOU must provide such information (including identifying information and qualifications) as requested by Auctioneer. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to grant bidding privileges to any potential Bidder and may revoke the Bidder Registration or bidding privileges of any Bidder. By registering to bid, YOU represent to Auctioneer that, if YOU are a natural person, YOU are at least eighteen (18) years of age and that YOU are otherwise legally able to enter into a contract. Each entity (i.e., corporation, limited liability company, or other organization) registering to bid represents that it has the power and authority to register, to bid, and to complete the purchase transaction if it is the Winning Bidder. If bids are made by or on behalf of an entity, the entity and any individual making the bid will be jointly and severally liable on account of the bid. YOU acknowledge and agree that YOU have read, understand, and agree to be bound by, these Bidder Terms and Conditions, any and all other terms and conditions stated or posted on the Auctioneer website(s), and the terms and conditions posted on the websites of any Online Auction Platform Provider(s) used by Auctioneer. Auctioneer may, in Auctioneer's absolute discretion, receive bids from a person or entity that has not registered to bid, and/or who has not satisfied all requirements for Bidder Registration, and/or that has not previously been granted bidding privileges, and, by bidding, such person or entity will be bound by these Bidder Terms and Conditions, any and all other terms and conditions posted on Auctioneer's website(s), and the terms and conditions posted on the websites of any Online Auction Platform Provider(s) used by Auctioneer. Bidder qualification provisions are intended for the benefit of Auctioneer and Seller(s), and create no rights or interests in any other

persons, including competing. Bidders. Auctioneer and/or Seller(s) may (but will not be required to) waive any Bidder qualifications, either globally or on a case by case basis.

4. **Auction Conducted in the State of Indiana.** The Auction is conducted in the State of INDIANA. All property is offered for sale in the State of INDIANA, and will be sold and delivered in the State of INDIANA. Notwithstanding YOUR physical location, these Bidder Terms and Conditions are entered into in the State of INDIANA, all bids and payments are received in the State of INDIANA, and all contracts between Seller and Buyer are formed and entered into in the State of INDIANA, and all Lots will be delivered in the State of INDIANA. Unless otherwise expressly agreed in writing, Auctioneer will not move or relocate any Lot(s) on behalf of the Buyer.
5. **Buyer's Premium.** All Property offered at the Auction is subject to a Buyer's Premium in an amount equal to THREE percent (3%) of the Hammer or stated SOLD Price, which will be paid by the Buyer to Auctioneer for Auctioneer's own account. The Buyer's Premium is earned by Auctioneer with the Fall of the Hammer or SOLD statement and is non-refundable. The Buyer's Premium will be added to the Hammer Price to determine the final Contract Price for tax purposes.
6. **Access to Auction Site and/or Online Auction Platform.** YOU assume all risks associated with their presence at the Auction Site and/or YOUR access to any Online Auction Platform utilized by Auctioneer. Any person may be denied access to the Auction, the Auction Site, and any Online Auction Platform utilized by Auctioneer, and may be removed at Auctioneer's discretion.
7. **Nature of the Auction.** Unless otherwise stated in writing, the Auction will be With Reserve. Auctioneer may withdraw the sale of property prior to the Fall of the Hammer even if bids have been tendered against such Lot. In addition to being With Reserve, the property identified by Auctioneer will be sold Subject to Seller's Confirmation. This means that after the High Bid Subject to Confirmation has been received and acknowledged by Auctioneer on such property, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid or (ii) reject such bid.
8. **Bidding.** YOU may only bid at the Auction by agreeing to be bound by these Bidder Terms and Conditions. By bidding, YOU acknowledge and agree that YOU are subject to, and bound by, these Bidder Terms and Conditions.
9. **No Bid Retraction.** YOU may not retract a bid that has been acknowledged by Auctioneer or that has been submitted online or by Absentee bid. YOU acknowledge and agree that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept YOUR Bidder Registration and for YOU to bid at the Auction, YOU agree not to withdraw or to attempt to withdraw any tendered bid by YOU or on your behalf. Auctioneer has the sole discretion to accept your bid retraction, but is not required to do so.
10. **Absentee Bids; Remote Bidding.** In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). Absentee Bids may be initiated and advanced in accordance with Auctioneer's policies and procedures. Auctioneer will make reasonable efforts to execute Absentee Bids, but Auctioneer will have no liability to any Absentee Bidder for the failure to execute any Absentee Bids for any reason whatsoever. Each Absentee Bidder acknowledges and agrees that Property may be sold to another Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes another Bidder to reach such amount first. If the execution of an Absentee Bid at its maximum amount would require Auctioneer to accept a bid that is less than a full bidding increment, Auctioneer has the sole and absolute discretion to acknowledge or reject such bid. An Absentee Bidder may authorize Auctioneer to advance the bid by one or more bidding increments after the maximum amount of the Absentee Bid is, or would be, reached. Auctioneer acts as the agent of the Seller only, and the receipt and/or execution of Absentee Bids will not create an agency relationship between Auctioneer and any Absentee Bidder.
11. **Bid Increments.** Bid increments are established and controlled by Auctioneer, and may be adjusted or modified in Auctioneer's sole and absolute discretion.
12. **Responsibility for Bids Placed on Bidder Number.** YOU are responsible for all bids made using YOUR Bidder Number. If YOUR Bidder Number is lost, stolen, or misappropriated, YOU should notify Auctioneer immediately, and YOU will be liable for all bids tendered using your Bidder Number prior to YOUR giving Auctioneer notice that Your Bidder Number was lost, stolen, or misappropriated.
13. **Withdrawal of Property by Auctioneer.** Unless specific Property is, in express written terms, put up at Absolute Auction, Auctioneer has the right to withdraw any Property from the Auction prior to the Fall of the Hammer.

14. **Winning Bid; Buyer.** Pursuant to these Bidder Terms and Conditions, the Bidder making the Winning Bid for the property will be the Buyer of such Property.
15. **All Property Sold "AS IS", "WHERE IS", and "WITH ALL FAULTS".** ALL PROPERTY IS BEING OFFERED AND SOLD IN ITS AS IS/WHERE IS CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS OF SUCH PROPERTY. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO WARRANTIES OF TITLE, NON-INFRINGEMENT, AUTHENTICITY, ORIGIN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOU ACKNOWLEDGE AND AGREE THAT YOU CANNOT RELY, AND HAVE NOT RELIED, ON ANY REPRESENTATION, WARRANTY, OR GUARANTY MADE BY THE SELLER OR ANYONE ACTING AS AGENT OF THE SELLER, ORALLY OR IN WRITING, ABOUT THE PROPERTY, OR ANY OF IT. BY BIDDING, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD A FULL AND FAIR OPPORTUNITY TO INSPECT THE PROPERTY, AND THAT YOU ARE RELYING SOLELY ON, OR THAT YOU HAVE WAIVED, SUCH INSPECTION AND INVESTIGATION (i) IN DETERMINING WHETHER TO BID, (ii) IN DETERMINING THE AMOUNT OF A BID, AND (iii) IN BIDDING. IF THE A PRE-AUCTION INSPECTION IS NOT AVAILABLE, YOU ACKNOWLEDGE AND AGREE THAT (i) YOU ARE KNOWINGLY AND WILLING BIDDING ON THE PROPERTY WITHOUT A PRE-AUCTION INSPECTION, (ii) YOU ARE NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES BY AUCTIONEER OR SELLER, AND (iii) YOU ARE ASSUMING ANY AND ALL RISKS ASSOCIATED WITH YOUR PURCHASE OF THE PROPERTY WITHOUT A PRE-AUCTION INSPECTION.
16. **All Sales Final.** ALL SALES ARE FINAL. NO REFUNDS.
17. **Announcements.** Subject to the limitation set forth in these Bidder Terms and Conditions, all terms and conditions and other announcements made by Auctioneer on the day of the Auction are binding and take precedence over any advertisements or listings.
18. **Inspection.** By bidding, YOU acknowledge and agree that YOU personally have had a full and fair opportunity to inspect and preview the property, and that YOU are relying solely on YOUR inspection and investigation, or that YOU have waived inspection and investigation, and that you have not relied on any statement, representation, warranty, or guaranty made by Auctioneer or by any Seller or anyone acting as agent or representative of a Seller. YOU, further, acknowledge and agree that any photographs or other images of Lot(s) are adequate for YOUR purposes. You as Buyer agree to be responsible for conducting at your own risk your own personal preview and inspection, investigations, inquiries and due diligence concerning the property. You agree to have known of the preview dates of property and will have an auctioneer, seller or auction staff representative with you during preview. Seller disclaims any and all responsibility for bidders safety, damages and damages to bidders property including, but not limited to automobiles during preview and inspection of property. No party shall be deemed an invitee of the property.
19. **Description of Lots.** Unless otherwise expressly stated otherwise in writing, any description of property is based solely on visual impression, and is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by Auctioneer or Seller. All tracts, lots and acreages, dimensions are approximate and have been estimated based on current legal descriptions and maps.
20. **Property Purchase Agreement between Buyer and Seller** Winning Bidder will be required to properly complete and sign without modification the Purchase Agreement of sold property immediately upon conclusion of Auction. Auctioneer may grant an extension to no later than 5PM Eastern the following business day. These Bidder Terms and Conditions will be incorporated into and made a part of the contract between each Buyer and Seller.
21. **EARNEST MONEY DEPOSIT. THIS PURCHASE IS NOT SUBJECT TO FINANCING** Buyer agrees to pay to Auction Company a NON REFUNDABLE 10% CASH or BANK CHECK Deposit as EARNEST MONEY the day of Auction or no later than 5PM the following business day if approved by Auctioneer. The balance will be due the day of closing.

The Earnest Money shall be applied to the Purchase Price at Closing and subject to Buyer's ability to perform under the terms of this Agreement. The Earnest Money will be held by The Total \$olution Auction & Estate Services, LLP in their business account.

The winning bidder is required to sign the Property Purchase agreement with payment and by payment deadline. No modifications to agreement can be made.

If EARNEST money, Buyers Premium and Purchase Agreement is not received by this deadline, the buyer agrees to have forfeited the purchase and will be liable and entitled to pay the 10% of purchase price fee immediately. Seller can resell the property with The Total \$olution Auction & Estate Services, LLP and in such event, the Buyer shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding costs of the property, the expenses in both sales, legal and incidental damages of both the Seller and The Total \$olution Auction & Estate Services, LLP. In addition, The Total \$olution Auction & Estate Services, LLP also reserves the right to recover any damages separately from the breach of the Buyer. Both the Successful Bidder and Seller shall indemnify The Total \$olution Auction & Estate Services, LLP for and hold harmless The Total \$olution Auction & Estate Services, LLP from any costs, losses, liabilities, or expenses, including attorney fees resulting from The Total \$olution Auction & Estate Services, LLP being named as a party to any legal action resulting from either Bidders or Sellers failure to fulfill any obligations and undertakings as set forth in this contractual agreement.

22. **Closing: Closing to take place at Classic Title in Bedford Indiana on or before May 15th, 2023**
23. **Property Tax:** Property Tax will be prorated to the date of Closing
24. **NO CONTINGENCIES:** The sale of this property is not contingent on or subject to buyers financing, appraisal, survey or inspections of any kind or any other contingencies.
25. **Survey:** There will be no survey unless required for clear title. If a survey is required for clear title the cost will be the responsibility of the buyer.
26. **DEED:** The Seller will provide personal representatives deed at closing.
27. **TITLE:** Seller shall provide clear title and an Owners Policy of Title Insurance in the amount of the purchase price and shall execute a warranty deed conveying to the buyers. Seller will pay the premium for the title insurance policy and the sellers Title search charges. You as the Bidder agree to have reviewed and approved the Title Commitments by submitting bids. Bidder will pay for all other Closing costs and fees required to Close the sell.
28. **Mineral Rights:** The sale of the property shall include all mineral rights owned by the seller.
29. **Bidding by or on Behalf of Seller.** Seller, or those acting on Seller's behalf, may bid at the Auction unless the Auction is expressly identified as an Absolute Auction that is not a forced sale. With respect to property having a Reserve Price, Auctioneer may bid on Seller's behalf up to the Reserve Price.
30. **Conduct of the Auction.** Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, and Auctioneer will resolve any and all disputes. Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding if (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware of a bid that was unnoticed prior to the Fall of the Hammer or other termination of the bidding, and it is demonstrated to Auctioneer's satisfaction that such bid was, in fact, timely made, or (iii) after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ringman, or multiple bid assistants or ringmen, have acknowledged bids in the same amount bid from different Bidders, or (iv) an online bid, or other bid by a remote Bidder, tendered or attempted to be tendered prior to the Fall of the Hammer goes unrecognized, or (v) some other bid dispute arises. Any contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid. The determination of whether to reopen the bidding is within Auctioneer's sole and absolute discretion, Auctioneer is not required to reopen the bidding, and Auctioneer's determination will be final and conclusive.
31. **Auctioneer's Records Conclusive.** Absent clerical errors, Auctioneer's records will be final and conclusive.
32. **Title.** If YOU are certified as the Winning Bidder on the property, YOU will be contractually obligated to pay the Contract Price; however, title and ownership of the property will not pass from the Seller to YOU until payment is made and clears, Purchase Agreements are signed and closing of property is commenced.
33. **Possession, and Risk of Loss.** If YOU are physically present at the Auction Site and YOU are the Winning Bidder on a Lot, possession and risk of loss will pass to YOU with the Fall of the Hammer, even if YOU have not yet paid for the Lot, and YOU will be solely responsible for safeguarding and protecting YOUR purchases.

34. **Payment: Possessory Lien.** (i) Bidders Physically Present at Auction Site. If YOU are physically present at the Auction Site, all Lots must be paid for at the Auction Site at the close of the Auction. (ii) Remote and Online Bidders. If YOU are a remote or online Bidder, not physically present at the Auction Site, all Lots must be paid for in-full within 24 hours after the close of the Auction. Online purchases must be paid by credit card, certified funds, or by wire transfer; provided, however, that any online purchases in excess of FIFTEEN HUNDRED Dollars (\$1500) must be paid by certified funds or wire transfer unless other arrangements acceptable to Auctioneer are made. (iii) Possessory Lien. Other provisions of these Bidder Terms and Conditions notwithstanding, a possessory lien will exist in favor of Auctioneer and/or Seller against any unpaid Lot(s).
35. **Failure to Pay.** If you fail to pay for your purchase(s) within time provided, YOU will be deemed to have abandoned any interest in the Lot(s), but YOU will remain liable for payment of the Contract Price. Unpaid property may be retained by Seller, resold at a subsequent auction, or otherwise disposed of. If unpaid property is sold at a subsequent auction, YOU will be liable for any shortfall or deficiency on the resale of the Lot(s), plus the costs incurred in connection with reselling the Lot(s). Under no circumstances will YOU be entitled to any surplus from the resale of any unpaid property. Auctioneer and/or Seller may, at any time, commence a lawsuit against YOU for the Contract Price of any unpaid property and/or for any deficiency realized on the resale of such property. Subject to applicable law, beginning THREE (3) days after the Auction. Failure to pay will result in suspension of all future auctions and will be asked to leave if present at future auctions.
36. **Claims/Buyers Remorse.** If you have won the property with your bid and auctioneer has stated SOLD or sold with the fall of the hammer no claims or retractions will be allowed and no claim will be allowed for adjustments or rescission of any sales based on the failure of the property to correspond with any standard and/or expectation you may have.
37. **Seller Remedies.** If YOU breach YOUR obligations under these Terms and Conditions or under a sale contract with the Seller, such property may be resold and YOU will be responsible for any and all damages, including any deficiency or reduction in the Contract Price, along with incidental damages.
38. **Indemnification.** YOU agree to indemnify and hold Auctioneer and Seller harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.
39. **Private Sale.** YOU agree not to enter into, or to agree to enter into, a Private Sale for the purchase of any property included, or scheduled to be included in, the Auction, prior to or during the Auction. If YOU purchase any property included in, or scheduled to be included in, the Auction in a Private Sale prior to, or during, or within ten (90) days after the Auction, Auctioneer will be entitled to receive an amount equal to Auctioneer's full Commission and Buyer's Premium, and YOU and Seller will be jointly and severally responsible for the payment of such amount.
40. **Waiver.** Certain provisions of these Bidder Terms and Conditions are for the exclusive benefit of Auctioneer and/or Seller(s). Such provisions, including, without being limited to, Bidder Registration and qualification requirements, payment terms, removal and delivery terms, and inspection terms, do not create, and will not be deemed to create, any benefits or rights in favor of any other persons, including competing Bidders, and may not be enforced by any other persons. Either globally or on a case by case basis Auctioneer and/or Seller may (but will not be required to) waive any provisions of these Bidder Terms and Conditions that are intended for the benefit of Auctioneer and/or Seller.
41. **Governing Law; Jurisdiction; Venue; Waiver of Jury Trial.** These Bidder Terms and Conditions will be governed by and construed in accordance with the laws of the State of INDIANA, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for INDIANA County, LAWRENCE, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. YOU irrevocably and unconditionally (i) agree that any claim, suit or cause of action relating to the Auction, these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for INDIANA County, LAWRENCE; (ii) consent to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waive any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waive any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of forum non conveniens. YOU waive the right to a jury trial.

42. **Attorneys' Fees.** YOU breach YOUR obligations under these Bidder Terms and Conditions, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their respective rights hereunder.
43. **Acceptance of Bidder Terms and Conditions.** YOU acknowledge and agree that YOU have had a full and fair opportunity to review these Bidder Terms and Conditions, and that you have read these Bidder Terms and Conditions, you understand these Bidder Terms and Conditions, and you accept and agree to be bound by these Bidder Terms and Conditions.
44. **Video/Photo Disclaimer.** This auction may be video recorded and/or photos may be taken and/or auction may be LIVE streamed per an online social media platform and is a condition of your attendance. YOU agree to the use of yourself, without further consideration or compensation in both audio and video forms for purpose of illustration, broadcast or distribution in any manner associated with the promotion of The Total \$olution Auction & Estate Services.
45. **Seller Disclosures/Property Bylaws:** You acknowledge that you have read and understood the current property bylaws and Property Information.
46. **Disclaimer:** The Auctioneer reserves the right to cancel the auction or change its terms without prior notice. All information contained in advertising and brochures and all related materials are subject to the terms and conditions outlined in the purchase agreement. All sketches and dimensions in brochures and advertising are approximate. All decisions made by the auctioneer are final.