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## Real Estate

## **Terms and Conditions**

## ALL AUCTIONS ARE WITH RESERVE UNLESS SO NOTED AND ADVERTISED BY PROGRESSIVE AUCTION CO.

Terms: a 10% non-refundable deposit will be rendered by the purchaser on day of auction or prior to the auction date, whichever occurs first by certified funds or cash. Personal checks accepted with letter of guarantee from bank. Balance of sales contract due at closing

Buyer's Premium: A 10% buyer's premium will be added to the high bid to determine the purchase price of the property.

Agent for the Seller: Progressive Auction Co. LLC, is acting in behalf of and an agent for the Seller.

## **Additional Conditions:**

- 1. There are no minimum starting bids required, (unless so noted in the listing agreement and or advertisement), for the property. The auction shall be recorded, and if any dispute arise following the auction, the Auctioneer's recorded records will be final in all aspects.
- 2. Bidders are invited, urged and cautioned to inspect the property as to any structural, hazardous, asbestos, or environmental conditions relating thereto prior to submitting a bid. Bidders are advised that houses built prior to 1978 may contain lead-based paint. The Auctioneer will assist bidders in obtaining any such authorizations that may be required in order to carry out any such inspections. Bidders will be deemed to have relied solely on their own judgement in assessing the overall condition of all or any part there of the property. The Auctioneer or his representatives, Seller, and his/her representatives. Are offering this property in a AS IS, Where Is, and How Is condition with all faults without ant warranty expressed or implied, of any kind, or character, including without limitations, any warranty of habitability or fitness for a particular purpose. The Auctioneer makes no representation as to whether any parcel is classified as a buildable site. Seller and the Auctioneer and their agents shall not be liable for any damages, whether actual or direct or incidental, including without limitation, damages for loss of use or loss of income occurring by reason of condition of such property.
- 3. 3. Taxes, sizes, and square footage set forth for the property are approximations only, based on the best information available, but but actual taxes, sizes and square footage may be different.
- 4. The Seller and Auctioneer have the right to withdraw the property, postpone or cancel the auction at their sole discretion without notice and to modify or add any terms and conditions either prior to or at the auction.
- 5. Persons buying in the Name of a Trust, Partnership, corporations, or with a Power of Attorney must have authorizing documents examined prior to the auction by a representative designated by the Seller.
- 6. Closing will be conducted by the purchaser's attorney or closing company and all costs legally chargeable to the Purchaser will be paid by the Purchaser.
- 7. This property is being offered for sale to purchasers without regard to prospective race, color, religion, sex, marital status, or national origin.

















