



REAL ESTATE TERMS & CONDITIONS

This property is an As Is Where Is, non-contingent transaction. Buyer to do all due diligence prior to the auction date. Buyer will execute the purchase and sale contract at completion of the auction and make a \$50,000 nonrefundable down payment no later than the Monday following the auction. The sale is **not contingent on appraisal, inspection, or financing**. Buyer can have inspection and appraisal done prior to auction and may use financing, but **MUST** close in 30 days or less. Use the time prior to the auction to complete all due diligence.

This property will be sold subject to the owner's confirmation, which means the owner has the ability to reject or accept the final bid. By registering in our auction, you agree to our terms & conditions and will be bound by those Terms and Conditions. A ten percent (10%) buyer's premium will be added to the highest bid to establish the total sales contract price. The successful high bidder on this property will be required to sign a Real Estate Sales Contract, Terms & Conditions, and any other documents needed immediately upon conclusion of the bidding, and will make a nonrefundable deposit of \$50,000. Payment may be made by personal check, cashier's check, wire transfer, or cash. The balance is to be paid in full at closing within 30 days. Current taxes will be prorated at the

date of closing. The seller will provide the deed. Buyer is responsible for title opinion, title insurance, and recording fees. Customary closing costs will be paid by the buyer. Buyer is to obtain their own financing, but the auction is not contingent upon it. The contract will not be contingent upon financing, inspections or any other contingencies. Auction and its auctioneers and agents are representing the sellers as the sellers' agents. Volunteer State Auctions gives notice that the auctioneer or agent can bid on behalf of the seller up to the reserve price. All properties are sold "AS-IS, WHERE-IS and WITH ALL FAULTS," without any warranties expressed, implied, or guarantees of any kind. The agent represents the seller only and does not inspect properties on the bidder's behalf. All measurements, square footage, and age are approximate and not guaranteed. Seller and or agent makes no warranty as to the accuracy of information. All information is deemed reliable, but not guaranteed. Buyer to verify all information to their satisfaction prior to bidding. Tennessee Residential property disclosure will be a part of the sales contract. Bidder understands and agrees that this agreement and all rights of the parties thereunder shall be governed by the laws of the County of Wilson, State of Tennessee, and any action brought by either party shall be brought in the Courts of the State of Tennessee. In the event that for any reason, the forum is deemed to be sufficiently inconvenient or the agreement on the forum selection is unenforceable, it is still the intention of the parties that the Laws of the State of Tennessee govern the parties' agreement and their rights attendant thereto. Buyer agrees that any legal action filed will take place within the county of Wilson, City of Lebanon, State of Tennessee. Volunteers State Auctions will have up to 7 DAYS to provide the Buyer with any documents to be signed after the auction has ended

