

Property Information Packet of:

Seller: City of Bluefield

Address: 2727 Mountain View Ave.

Bluefield, WV 24701

Acreage: 0.40 +/-

3/4 Bedroom, 2 Bath

Approximately 1844 sq. feet living space

Aluminum/Vinyl Siding

Gas Central Heating

PT 4-980 Mountain View

City of Bluefield Tax District

Tax Map 35 Parcel 17

Deed Book 1112 Page 190

Plat Ref: 4057

Built: 1925

What will Convey:

Fee Simple, General Warranty Title to Real Estate

All personal property left on the property at

Time of Sale.

SOLD AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY

AND

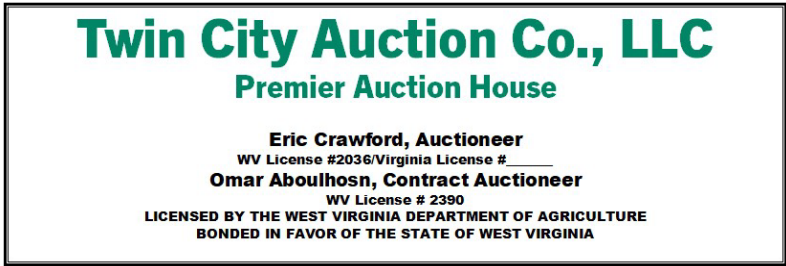
NOT SUBJECT TO CONTINGENCIES

**POTENTIAL BUYERS ARE RESPONSIBLE FOR ALL INSPECTIONS TO
BE COMPLETED BEFORE DATE OF AUCTION**

See Bidder Terms and Conditions Attached

Announcements on the day of Auction supersede all other terms and conditions.

Twin City Auction Co. LLC
Eric Crawford, Auctioneer WV License #2036
Omar J. Aboulhosn, Contract Auctioneer WV License #2390



Bidder No. _____

ON SITE AUCTION REGISTRATION

Please complete and bring to the auction

This form must be filled out completely to receive a bidder card. Also, bring your Government issued identification and funds (cash, personal/business/cashiers check) for the Required down payment.

1. Print your current mailing address and contact information.

Name _____ Cell Phone _____

Address _____ Daytime Phone _____

City/State/Zip _____ Email Address _____

Please return this completed registration and present your driver's license and signature, which will be recorded herein, electronically or otherwise, and will be utilized for originating all documents and shall constitute your full and final agreement to the terms and conditions here, the Terms of Sale, and acceptance of the contract with addenda (distributed for this sale and incorporated herein) if you are recognized by the Auctioneer as the "High Bidder" at the final recorded bid price.

DO NOT BID UNTIL YOU HAVE READ AND AGREED TO BE BOUND BY THE REFERENCED TERMS OF SALE, CONTRACT AND ITS ADDENDA AND THE TERMS FOR BIDDING. (located on the next page).

By signing below, Bidder acknowledges reading and understanding these terms and conditions as well as the referenced Contract and its Addenda and agrees to be bound by the Terms of Sale and Contract incorporated by reference herein if the Buyer is recognized as the high bidder by the Auctioneer. Bidder agrees and understands that information provided on this form may be used for marketing purposes.

Twin City Auction Co., LLC represents the Seller only in this transaction.

Signature _____

Date _____

Terms for Bidding

Please note, this page is for your reference only and does not need to be printed or brought to the auction.

Thank you for participating in today's auction. It is important that you familiarize yourself with the terms of the sale, as buying real estate at auction is final and irrevocable, subject only to Seller/Court Approval. The terms of sale are not subject to change or negotiation after the fact. Good luck and Good bidding.

THIS IS A BINDING CONTRACT. BY SIGNING THIS PAPER AND BIDDING IN THE AUCTION, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS, INCLUDING THE CONTRACT FOR SALE, AND TO PAY ALL SUMS REQUIRED UNDER THE CONTRACT. A BUYER'S PREMIUM WILL APPLY TO THIS PROPERTY. PROPERTY IS AUCTIONED SUBJECT TO SELLER AND COURT CONFIRMATION, UNLESS DESIGNATED AS AN ABSOLUTE AUCTION. PLEASE REVIEW THE SALE DAY NOTES AND LISTEN TO THE AUCTIONEER FOR SPECIFICS.

1. DO NOT BID unless you have read the Terms of Sale, Contract for this sale, including all Addenda and disclosures (the "Contract") and acknowledge this is a CASH, AS IS auction, subject to down payment requirements, buyer closing fees. By bidding, you are representing to Twin City Auction Co., LLC (Auctioneer) and the Seller that you have read and agree to be bound by the terms and conditions for this sale as stated in the Contract. If you do not agree with the Terms of Sale or any of the terms and conditions stated in the Contract for this sale you must not bid or you will be bound by those terms and conditions. Please see the Sale Day Notes, Terms of Sale, Contract for Sale and/or the Auctioneer for specifics about each property.
2. YOU ARE ON THESE PREMISES AT YOUR OWN RISK. Auctioneer, Broker and Seller, their agents and employees, expressly disclaim any "invitee" relationship and shall not be liable to any person for damages to their person or property while in, on or about these premises, or while attending open public inspections, nor shall they be liable for hidden defects, dangers or conditions. All persons are on the premises at their own risk and shall defend, indemnify and save harmless Auctioneer, Broker and Seller from any and all liability attendant thereto.
3. THE AUCTION WILL BE CONTROLLED BY THE AUCTIONEER. The Auctioneer reserves the right to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding and to accept or reject any and all bids. Any and all decisions of the Auctioneer regarding the conduct of the auction shall be final and absolute without liability to any party.
4. YOU WILL BE LIABLE FOR ANY LAWFUL OR DAMAGING CONDUCT. The Auctioneer will receive bids, at her discretion, from any bidders who conduct themselves in an orderly manner. Any person who bids in bad faith, has a history of bidding in bad faith, is drunken or acts in a boisterous manner that is disruptive to the auction will not be permitted to bid, will be required to leave the auction premises and will be held liable to the Seller and/or Auctioneer for any damages caused including without limitation defamation, slander or trespass. If a bidder breaches any of these terms for bidding, Seller and/or Auctioneer shall be entitled to reimbursement of all reasonable attorney's fees and expenses incurred as a result of such breach and may be excluded from future auctions.

THIS DEED, made this 28th day of March, 2022, by and between ROBERT C. ROWE, (GRANTOR), and CITY OF BLUEFIELD, WEST VIRGINIA, a Municipal Corporation, (GRANTEE).

WITNESSETH:

Return To: City of Bluefield
200 Rogers Street
Bluefield, WV 24701

THAT, for and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, sell and convey unto the GRANTEE with COVENANTS OF GENERAL WARRANTY OF TITLE AND FREEDOM FROM ENCUMBRANCES, "all that certain property conveyed unto John H. Harman (the same person as Johnathan Herring Harman) and Patricia H. Harman, husband and wife, as joint tenants with right of survivorship by deed dated July 26, 2012 and recorded in the Clerk's Office for the County Commission of Mercer County, West Virginia in Deed Book 978, page 175", and more particularly bounded and described as follows:

"all that lot or parcel of real estate with improvements thereon and appurtenances thereto, situate, lying and being in the City of Bluefield, Mercer County, West Virginia, and designed on the official map of said City as part of Lot 4, Section 980, being the northwest portion of Lot 4, located on the eastern side of Mountain View Avenue in said City", and more particularly bounded and described as follows:

"BEGINNING at a point in the eastern line of Mountain View Avenue (formerly Grove Street) S. 31° 40' E. 450.00 feet distance from the point of intersection of the eastern line of said Avenue with the southern line of Longview Avenue, said point being a common corner to Lots 3 and 4 in Section 980; thence leaving said Mountain View Avenue and along with the common line separating said Lots 3 and 4, which was conveyed from Peggy Bowling Cisewski and James L. Cisewski, her husband, to John R. Ewing and Allea Jean Ewing, by deed dated February 19, 1974, and recorded in the Office of the Clerk of the County Court of Mercer County in Deed Book 506, at page 349; thence leaving said line separating Lots 3 and 4, S. 31° 40' E. a distance of 80 feet to an angle in said lot; thence along and with said dividing line, S. 56° 46' W. 182.06 feet to a point in the eastern line of Mountain View Avenue; thence along and with the eastern line of said Avenue, N. 31° 40' W. 85.0 feet to the point of BEGINNING and containing 15,000 Sq. Ft. (0.35 acs. more or less)."

And being the same property conveyed to Robert C. Rowe, by Mary Harman Parks and Anne Elizabeth Ware, as Co-Executors under the Will of Johnathan Herring Harman, and individually, by Deed dated May 30, 2020, of record in the Office of the Clerk of the

County Commission of Mercer County, West Virginia, in Deed Book 1089, at Page 339.

Under the penalties of fine and imprisonment as provided by law, the Grantor hereby declares that he is a resident of the State of West Virginia.

Under the penalties of fine and imprisonment as provided by law, the Grantor hereby declares the total value of the property transferred by the document to which this declaration is appended is a transfer to a municipality and except from transfer tax.

WITNESS the following signature and seal.

Robert C. Rowe (SEAL)
ROBERT C. ROWE

STATE OF WEST VIRGINIA

COUNTY OF MERCER, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do certify that ROBERT C. ROWE, whose name is signed to the foregoing and annexed writing bearing date the 28th of March, 2022, has this day acknowledged the same before me in my said County.

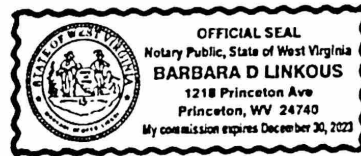
Given under my hand this 30th day of March, 2022.

My commission expires: December 30, 2023

Barbara D Linkous
NOTARY PUBLIC

This instrument prepared by:

William S. Winfrey, II.
Attorney at Law
1608 West Main Street
P.O. Box 1159
Princeton, WV 24740
(304)487-1887
File No. 22-075



Parcel

Parcel Details

Account Number	64003
Parcel ID	03 35001700000000
District, Map, Parcel	03-35-17
District	Bluefield
Map	35
Parcel	17
Parcel Address	2727 MOUNTAIN AVE
Legal Description	PT 4 -980 MT VIEW

Owner

Name & Mailing Address	CITY OF BLUEFIELD 200 ROGERS ST BLUEFIELD, WV 24701
Year Built	1925
In Care Of	
Deed Book	1112
Deed Page	190
Tax Class	4
Tax Year	2023

Land

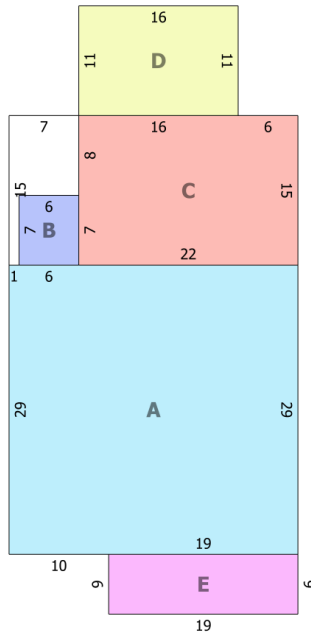
Neighborhood	0180
Acreage	0.40
Lot Size	0.4061
Farm Use	N
Land Use	Residential 1 Family
Plat Reference	4057
Utilities	All Public

Values

Appraised - Land Value	\$12,600
Appraised - Building Value	\$22,100
Appraised - Total Value	\$34,700
Assessed - Land Value	\$7,560
Assessed - Building Value	\$13,260
Assessed - Total Value	\$20,820
Homestead / Disability	No

Dwellings

Dwelling #1



Type	Area
A	841
B 1 Story Frame	42
C 1 Story Frame	330
D Concrete or Masonry Patio	176
E Masonry Stoop or Terrace	114

Year Built	1925
Stories	1.5
SqFt - Living Area	1,844
Finished Basement Area	
Total Rooms	7
Bedrooms	3
Full Bathrooms	1
Half Baths	1
Additional Fixtures	2
Total Fixtures	7
Attic	None
Exterior Walls	Aluminum/Vinyl
Heating	Central
Heating Fuel	Gas
Fireplaces	0

Sales

Sale on 07/27/2012

Price	\$50,000
Buyer	
Seller	
Book/Page	978/0175

Sale on 06/02/2020

Price	\$35,000
Buyer	
Seller	
Book/Page	1089/0339

Sale on 04/01/2022

Price	\$0
Buyer	CITY OF BLUEFIELD
Seller	CITY OF BLUEFIELD
Book/Page	1112/190

Map



Mercer County Assessor's Office Map Card Viewer

For copies of map cards, please visit the Assessor's office.

District

03 - Bluefield ▼

Map/Parcel

0035 ▼ 0017-0000 ▼

Show

TAXING DISTRICT		LEGAL DESCRIPTION				
Bluefield		Lot Pt 4 Sec 980 Mountain View Ave.				
MAP NO.	PARCEL NO.	LOT SIZE		ACREAGE		
35	17	85 X 192 X 80 X 210				
OWNER'S NAME		ADDRESS	DATE ACQUIRED	DEED BOOK	PAGE NO.	INDICATED SALE PRICE
1 City of Bluefield			4-1-22	1112	190	D
2						
3						
4						
5						
6						
7						
8						
9						
10						
MAP CARD						

ASSESSMENT DISTRICT		LEGAL DESCRIPTION				
Bluefield		Lot Pt. 4 Sec. 980 Mountain View Ave.				
MAP NO.	PLOT NO.	LOT SIZE	ACREAGE			
35	17	150'x210' 85x192x80x210				
OWNER'S NAME		ADDRESS	DATE ACQUIRED	FED. TAX STAMPS	DEED BOOK	PAGE NO.
11	Howe Robert C		6-2-20	5-30-20 35,000	1089	339
10	Harman John H	Patricia Harman DOD 2-9-15		2016 book	978	175
9	Harman John H + Patricia H		7-27-12	7-26-12 50,000	978	175
8	Ewing John R ETAL			12-18-08 LB	92	245
7	Ewing Rentals LLC		12-29-00	10-10-00	827	487
6	Ewing, Reed T. & Mary		9-7-83	9-2-83 43,272 ^{3/4}	624	237
5	Bowman, Jackie W		Jan. 2-23-79	2-12-79	572	402
4	Bowman, Fred A. Jr. & Jackie	Rec. 7-30-76	7-20-76	40,000	538	732
3	Cisewski, Peggy				WB 21	753
2	Bowling, Ruth R.		7-24-61	8,076.00	383	496
1	Patrick, Willard L. & Helen K.	Mountain View Ave.	6-23-55	\$10.00	346	256

MAP CARDS - ROSE CITY PRESS, CHARLESTON, W. VA.

Annotations

Twin City Auction Co., LLC

Premier Auction House

Eric Crawford, Auctioneer

WV License #2036/Virginia License # _____

Omar Aboulhosn, Contract Auctioneer

WV License # 2390

**LICENSED BY THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE
BONDED IN FAVOR OF THE STATE OF WEST VIRGINIA**

BIDDER TERMS AND CONDITIONS

(Real Property Auction)

These Bidder Terms and Conditions apply to auctions conducted by Twin City Auction Co., LLC ("Auctioneer"), and constitute a legal, valid, binding, and enforceable contract between Auctioneer and YOU. These Bidder Terms and Conditions also form the basis for the contract of sale between YOU and the Seller if YOU are the Winning Bidder on the Property.

1. **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 Property 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 Property, online, telephonically, or through any other means (including Absentee Bid), YOU agree to be bound by, and to abide by, all such Bidder Terms and Conditions.

2. **Definitions. Definitions.** The following definitions apply to these Bidder Terms and Conditions for each auction conducted by Auctioneer:

"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.

"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 property is put up at Absolute Auction, the property will be sold to the highest bidder regardless of the final bid amount. Property put up at Absolute Auction may be withdrawn by Auctioneer if a bid is not received within a reasonable time. **UNLESS SPECIFICALLY AND EXPRESSLY STATED BY AUCTIONEER IN WRITING, NO PROPERTY IS BEING EXPOSED FOR SALE AT ABSOLUTE AUCTION OR WITHOUT RESERVE.**

"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), regardless of whether such person or entity tenders a bid.

"Bidder Account" means the number or other identifier assigned to a Bidder by Auctioneer or by an Online Auction Platform Provider. (See, also, Bidder Number).

"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).

"Bidder Registration" means the information provided by a Bidder, and the process of registering such Bidder to bid at the Auction, including the Bidder's agreement to be bound by these Bidder Terms and Conditions.

"Bidder Terms and Conditions" means Auctioneer's Bidder Terms and Conditions.

"Buyer" means the Winning Bidder.

"Buyer's Premium" is a non-refundable administrative fee calculated as a percentage of the Hammer Price that is payable by the Buyer to Auctioneer for Auctioneer's own account. If the Property 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.

"Closing" means the settlement on the sale of the Property at which Seller sells, transfers, assigns, and conveys Seller's right, title, and interest in the Property to the Buyer, and the Buyer pays the balance of the Contract Price.

"Closing Date" means the date on which the Closing occurs.

"Contract Price" means an amount equal to the Hammer Price **plus** the Buyer's Premium. Real estate transfer tax, revenue stamps, grantor's tax, and any similar such taxes or fees will be calculated on the Contract Price.

"Fall of the Hammer" means the point, after bids have been received, at which Auctioneer declares the Property "sold" to the Bidder acknowledged by Auctioneer as having made the Winning Bid. During an online Auction, the Fall of the Hammer will occur electronically at the end of timed (or extended) bidding. During an auction that is exclusively online, the Fall of the Hammer may occur electronically at the end of timed (or extended) bidding. In an auction that is Subject to Seller's Confirmation, the Fall of the Hammer will occur on Seller's Confirmation of the High Bid Subject to Confirmation.

"Hammer Price" means the Winning Bid established with the Fall of the Hammer.

"High Bid Subject to Confirmation" means the High Bid amount recognized by Auctioneer at the conclusion of bidding on Property exposed for sale at Auction Subject to Seller's Confirmation. If the High Bid Subject to Confirmation is confirmed by Seller, it will be the Hammer Price.

"No Sale" occurs if the Property is put up at the Auction but is not sold, and Auctioneer passes, withdraws the Property, or declares a No Sale.

"Online Auction Platform" means the hardware and software utilized to conduct an Auctioneer online and to facilitate online bidding, including any associated, adjunct, and/or complementary websites, services, premiums and promotions.

"Online Auction Platform Provider" means the provider of the Online Auction Platform and related services.

"Online Bidding Period" means any established period during which online bids may be tendered.

"Participating Broker" means a licensed real estate broker or agent who has (i) registered with and has been approved by Auctioneer, (ii) served as a buyer's broker for the Winning Bidder at the Auction, and (iii) complied with all of Auctioneer's requirements.

"Participating Broker Fee" means an amount that is payable to a Participating Broker in accordance with Auctioneer's policy and these Bidder Terms and Conditions.

"Private Sale" means an event in which the Property is sold (or gifted) by Seller, or on the Seller's behalf, other than at the Auction.

"Private Sale Price" means the fair market price paid, or agreed to be paid, at a Private Sale in an arms-length transaction between Seller and a purchaser. If the Property is sold through a Private Sale for less than its fair market value, or in a transaction that is not an arms-length transaction, or is gifted by the Seller, the Private Sale Price will be an amount equal to the fair market value of the Property in an arms-length transaction.

"Property" means the single or multiple parcels of real estate exposed for sale at Auction by Auctioneer.

"Purchase Agreement" means the contract for the purchase and sale of the Property to be executed at the close of bidding by the Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be. In an Auction Subject to Seller's Confirmation, Seller will execute the Purchase Agreement only on Seller's confirmation, approval, and acceptance of the High Bid Subject to Confirmation.

"Purchase Deposit" is the good faith deposit made by the Buyer against the Contract Price. The Buyer's Premium is not part of the Purchase Deposit.

"Registration Deposit" means a deposit that Auctioneer may require from Bidders in order to register for the Auction.

"Reserve" or "With Reserve" means that property exposed for competitive bidding at the Auction may be withdrawn by Auctioneer and/or bids may be rejected by Auctioneer prior to the Fall of the Hammer. It is not necessary for

there to be a Reserve Price for an Auction to be With Reserve. **UNLESS SPECIFICALLY AND EXPRESSLY STATED OTHERWISE BY AUCTIONEER IN WRITING, ALL PROPERTY IS BEING EXPOSED FOR SALE WITH RESERVE.**

“Reserve Price” means, if applicable, the minimum price that Seller is willing to accept for the Property. If the Property is subject to a Reserve Price, the Property will not be sold unless the Reserve Price is met or waived. It is not required for any Reserve Price to be disclosed.

“Seller” means (i) the owner or the Property, or (ii) the person or entity empowered to convey title to the Property.

“Subject to Seller’s Confirmation” means that, after the conclusion of bidding, Seller may determine, in Seller’s sole and absolute discretion, to (i) accept the high bid acknowledged by Auctioneer or (ii) reject the high bid acknowledged by Auctioneer.

“Winning Bid” means the highest bid received and accepted (and if Subject to Seller’s Confirmation, confirmed by Seller).

“Winning Bidder” means the Bidder who is recognized by Auctioneer as having made the Winning Bid.

“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 the such Property will not be offered or sold at the Auction.

“Without Reserve” means Absolute. **UNLESS SPECIFICALLY AND EXPRESSLY STATED BY AUCTIONEER IN WRITING, NO PROPERTY IS BEING EXPOSED FOR SALE AT ABSOLUTE AUCTION OR WITHOUT RESERVE.**

3. **Bidder Registration; Bidder Qualification.** YOU must register to bid at the Auction. Auctioneer may establish Bidder Registration requirements and Bidder qualifications, including, without being limited to, proof of the availability of funds in an amount and in a manner determined by Auctioneer. 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 (*i.e.*, corporation, limited liability company, or other organization), the entity and any individual making the bid will be jointly and severally liable on account of the bid. Auctioneer may refuse to grant bidding privileges to any potential Bidder YOUR identity may be verified through credit card information other credit history, and Auctioneer may use a third-party service provider for verification. Auctioneer may place a hold against a credit card issued in YOUR name. YOU will be notified if YOU are approved to bid at the Auction. The privilege of bidding is not absolute. YOUR registration is subject to manual verification by Auctioneer at any time, and from time to time. Auctioneer may suspend or terminate YOUR registration for the Auction at any time for any reasons or for no reason, in Auctioneer’s sole discretion. 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 posted on Auctioneer’s website, and the terms and conditions posted on the websites of any Online Auction Platform Provider(s) used by Auctioneer. Auctioneer may, in Auctioneer’s discretion, receive bids from a person or entity that has not registered to bid, and/or that has not satisfied all requirements for Bidder Registration, 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, and any other announcements 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 West Virginia.** The Auction is conducted in the State of West Virginia. The Property is offered for sale in the State of West Virginia, and will be sold in the State of West Virginia. Notwithstanding the physical location of any Bidder, these Bidder Terms and Conditions are entered into in the State of West Virginia, all bids and payments are received in the State of West Virginia, and all contracts between Seller and Buyer (including the Purchase Agreement), are formed and entered into in the State of West Virginia.

5. **Buyer’s Premium.** If YOU are the Winning Bidder, YOU will pay a Buyer’s Premium to Auctioneer for Auctioneer’s own account in an amount equal to TEN percent (10 %) of the High Bid Amount, or Hammer Price. The Buyer’s Premium is earned by Auctioneer with the fall of the Hammer and is non-refundable by the Auctioneer. The Buyer’s Premium will be added to the High Bid Amount, or Hammer Price, to determine the Contract Price.

6. **Access to Property and/or Online Auction Platform.** YOU assume all risks associated with YOUR presence at the Property and/or access to any Online Auction Platform utilized by Auctioneer. YOU may be denied access to the Auction, the Property, and any Online Auction Platform utilized by Auctioneer, and may be removed at Auctioneer’s discretion.

7. **Nature of the Auction.** The Auction will be conducted, as indicated below:

The Auction will be an Absolute Auction. This means that once a bid is recognized, the Property will be sold to the highest Bidder.

The Auction will be With Reserve. There may be a Reserve Price below which the Property will not be sold, and, under any circumstances, Auctioneer may withdraw the Property at any time prior to the Fall of the Hammer or other termination of bidding (even if bids have been tendered, received, and posted).

The Auction will be With Reserve and Subject to Seller's Confirmation. This means that, in addition to being With Reserve, after the High Bid Subject to 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. Seller will confirm or reject the High Bid Subject to Confirmation within

_____ (___) hours after the close of the Auction, or

_____ (___) days after the close of the Auction.

8. **No Bid Retraction; Irrevocable Offer.** Without Auctioneer's consent (which consent may be granted or withheld in Auctioneer's sole and absolute discretion), YOU may not retract or revoke a bid that has been acknowledged by Auctioneer or that YOU have submitted online. YOU acknowledge and agree that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction: (i) is disruptive and interferes with the Auction; (ii) may call into question the integrity of the Auction; (iii) may reduce Bidder confidence in the Auction process; and (iv) may have a negative effect on the Hammer Price, thereby harming the Seller. As an inducement for Auctioneer to accept YOUR Bidder Registration and to grant YOU the privilege of bidding at the Auction, and in consideration of the ability to bid at the Auction, YOU agree that, without Auctioneer's prior consent, YOU will not withdraw or to attempt to withdraw any bid tendered by YOU or on your behalf. YOU, further, acknowledge and agree that YOUR bid constitutes an irrevocable offer that will not be terminated by Auctioneer's solicitation and/or acknowledgment of advancing bids, neither of which constitutes a rejection of YOUR bid. YOU recognize that if the bidding is reopened for any reason after the Fall of the Hammer, or if Auctioneer permits the withdrawal of a subsequent advancing bid, YOUR bid may be accepted and YOU may be declared the Winning Bidder. If YOUR online bid is not accepted prior to or at the close of bidding, the offer will terminate seventy-two (72) hours after (i) the close of bidding or (ii) the expiration of the period for Seller to accept or reject a High Bid Subject to Confirmation, whichever is later.

9. **Online Auction.** The following terms and conditions apply if the Auction is conducted, in whole or in part, online:

9.1. **Online Bidder Account.** In order to bid online, YOU must create an online Bidder Account and complete all other Bidder Registration requirements described elsewhere in these Bidder Terms and Conditions.

9.2. **Bid Amount.** After registering to bid online, YOU may place a single direct bid, or successive direct bids. YOU may also establish a maximum bid amount. If YOU establish a maximum bid amount, YOUR bid will be entered at the next required bid increment, and, thereafter, YOUR bids will be advanced competitively against the bids tendered by other Bidders until the first to occur of (i) YOUR maximum bid amount or the Hammer Price, whichever is reached first. If YOU attempt to enter a direct bid or a maximum bid in an amount previously entered by another Bidder the first bid entered at that amount will be deemed to be the prevailing bid at that amount, and you will be deemed to be have been outbid. If there is a dispute among competing Bidders, Auctioneer may reopen bidding on the Property and may, in conjunction with such reopening of the bidding, designate one of the bidders as the "High Bidder" in the Auctioneer's sole discretion. All decisions by the Auctioneer will be final.

9.3. **Posted Times.** All times are based on the local time zone at the Property unless stated otherwise. Posted closing times and time displays are approximate. Auctioneer reserves the right to close early, extend, reset, suspend, or cancel the Auction at Auctioneer's sole and absolute discretion.

9.3. **Technology Disruptions.** Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, reset, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

9.4. **Failures by Online Auction Platform Provider and its Affiliates or Contractors.** Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

9.5. **Auto-Extend Feature.** Any Online Bidding Period may include an auto-extend feature. This means that, if an online bid is entered within a set time period approaching the end of the established Online Bidding Period, the Online Bidding Period will automatically be extended for an additional amount of time in increments established by Auctioneer, and will continue to be so extended until there is a set period of time that lapses during which no online bids are received, after which bidding will close.

9.6. **Disclaimer.** Auctioneer makes no representations or warranties, and disclaims all representations and warranties, (i) that the Online Auction Platform or any related website or technology will be uninterrupted, error free or virus free, (ii) as to the results that may be obtained by using the Online Auction Platform or any related website or technology, or (iii) as to the accuracy, completeness, reliability, security, or current nature of the Online Auction Platform or any related technology.

9.7. **Winning Bidders Subject to Certification by Auctioneer.** The final determination of the Winning Bidder is subject to certification by Auctioneer; and any email or electronic message (whether generated manually or automatically) is subject to such certification.

10. **Absentee Bids; Remote Bidding.** In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders. 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 for the failure to execute any Absentee Bids. The Property may be sold to a competing Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes the competing Bidder to reach the 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 may acknowledge or reject such bid. An Absentee Bidder may request that such Bidder's bids be advanced 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 at any time and from time to time.

12. **Responsibility for Bids Placed on Bidder Number or Bidder Account.** YOU are responsible for all bids made on YOUR Bidder Number or through YOUR Bidder Account. Auctioneer is not responsible for monitoring or policing the use of Bidder Numbers or Bidder Accounts.

13. **Withdrawal of Property by Auctioneer.** Unless the Property is, in express written terms, put up at Absolute Auction, Auctioneer has the right to withdraw the Property from the Auction prior to the Fall of the Hammer or other termination of bidding.

14. **Winning Bid; Buyer.** Pursuant to these Bidder Terms and Conditions, the Bidder making the Winning Bid will be the Buyer.

15. **Property Sold "AS IS", "WHERE IS", and "WITH ALL FAULTS".** THE 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 PROPERTY OR ANY PERSONAL PROPERTY CONVEYING WITH THE PROPERTY, INCLUDING, WITHOUT BEING LIMITED TO, REPRESENTATIONS, WARRANTIES, OR GUARANTEES AS TO THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS OF THE PROPERTY OR ANY PERSONAL PROPERTY CONVEYING WITH THE PROPERTY. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED TO BE A REPRESENTATION, WARRANTY, OR GUARANTY BY AUCTIONEER OR SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO WARRANTIES OF NON-INFRINGEMENT, AUTHENTICITY, ORIGIN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PERSONAL PROPERTY CONVEYING WITH THE PROPERTY, 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. IF THE PROPERTY IS AVAILABLE FOR PRE-AUCTION INSPECTION, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD A FULL AND FAIR OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO BIDDING, AND YOU ARE RELYING SOLELY ON, OR YOU HAVE WAIVED, YOUR INSPECTION AND INVESTIGATION (i) IN DETERMINING WHETHER TO BID, (ii) IN DETERMINING THE AMOUNT OF A BID, AND (iii) IN BIDDING. IF THE PROPERTY IS NOT AVAILABLE FOR PRE-AUCTION INSPECTION, 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. **Pre-Auction Inspection; Due Diligence.** By bidding, YOU acknowledge and agree that (i) if the Property is available for pre-Auction inspection, (A) YOU have had a full and fair opportunity to inspect the Property prior to bidding, and (B) YOU are relying solely on, or YOU have waived, YOUR inspection and investigation. If the Property is not available for pre-Auction inspection, You acknowledge and agree that (i) YOU are knowingly and willingly bidding on the Property without a pre-Auction inspection, and (ii) YOU are assuming any and all risks associated with YOUR purchase of the Property without a pre-Auction inspection. In either case, YOU acknowledge and agree that YOU are not relying on any representations or warranties by Auctioneer or Seller. YOU, further, acknowledge and agree that any photographs or other images of the Property are adequate for YOUR purposes. YOU have made all necessary inquiries and investigations regarding the Property, and YOU are prepared to purchase the Property in its AS IS, WHERE IS condition, with all faults and with no contingencies. It is YOUR responsibility to obtain and read the Registration Package and any other materials related to the Property that may be made available by Auctioneer. It is YOUR responsibility to inspect the Property; review any and all documents and materials related to the Property; assess the accuracy and completeness of the information made available to YOU; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be representations, warranties, or guarantees. YOU may select and consult with any and all professional advisors of YOUR choosing in determining whether to bid at the Auction. YOU acknowledge and agree that YOU have relied exclusively on YOUR own investigation and determinations and the advice of YOUR own professional advisors, and that YOU have not relied on any information provided by the Seller or the Auctioneer.

17. **Description of Property.** Unless expressly stated otherwise in writing, any description of Property is based solely on visual impression, or on public records that are believed to be accurate but are not guaranteed. Any and all such descriptions are given solely for identification purposes, and do not create any warranty, expressed or implied, or representation by Auctioneer. Auctioneer does not warrant any of Seller's statements made on any disclosure statement(s).

18. **Announcements.** 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.

19. **Registration Deposit.** YOU may be required to make a Registration Deposit in order to bid on the Property. If YOU are the Winning Bidder, the Registration Deposit will be applied against the Contract Price for the Property. Auctioneer may verify YOUR identity and credit by placing a hold in the amount of TBD Dollars (\$TBD) against a credit card issued in YOUR name.

20. **Separately Deeded Parcels.** If the Property consists of two or more separately deeded parcels, Auctioneer may, in Auctioneer's discretion, put the parcels up for bid individually, as an entire group, and by various combinations, and the bids received by each method will be held until it is determined which method yields the highest aggregate amount. Bidding may be conducted in multiple rounds, and methods or combinations may be eliminated until the final method or grouping yielding the highest aggregate amount is determined.

21. **Breaks and Recesses.** Auctioneer may take breaks or recesses during the bidding on the Property, and such breaks or recesses will not terminate the bidding unless expressly stated. Auctioneer may suspend bidding on the Property without declaring a No Sale of the Property. A No Sale of the Property will only occur if Auctioneer declares a No Sale in those terms, or if the Auction concludes in its entirety without a Winning Bid or a High Bid Subject to Confirmation. If announced by Auctioneer, the Auction may continue for a stated period of time, during which period Auctioneer may receive bids in person, telephonically, electronically, online, or by other means.

22. **Purchase Agreement; Contract Price.** If YOU are the Winning Bidder or the Bidder making the High Bid Subject to Confirmation, YOU will execute the Purchase Agreement promptly on the close of the Auction. In auctions Subject to Seller's Confirmation, Seller will execute the Purchase Agreement if Seller accepts and confirms the High Bid Subject to Confirmation. The Purchase Agreement is available for review prior to the Property the opening of the bidding, and is incorporated in and made a part of these Bidder terms and Conditions. The Contract Price in the Purchase Agreement will be the High Bid Amount, or Hammer Price, plus the Buyer's Premium.

23. **Purchase Deposit.** If YOU are the Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be, YOU will be required to make a Purchase Deposit on execution of the Purchase Agreement. The Purchase Deposit (which will include any Registration Deposit made by YOU) will be:

The amount of _____ Dollars (\$_____); or
TEN percent (10 %) of the Hammer Price or High Bid Subject to Confirmation.

The Purchase Deposit may be paid in cash or its equivalent, by certified funds, by credit card (if that service made available by Auctioneer), or by approved personal or company check. The Purchase Deposit will be held by Auctioneer in a non-interest bearing account. If the Purchase Deposit is forfeited by YOU, it will be applied to the payment of amounts due and owing to Auctioneer before any distribution to Seller or otherwise.

24. **No Buyer Contingencies.** There will be no Buyer conditions or contingencies to the sale of the Property, except that Seller will be required to deliver of good and marketable title.

25. **Closing; Deed.** The Closing will occur at a mutually agreed time and place within _____ (_____) days after the Auction date, unless extended with the written consent of Seller and Auctioneer. At the Closing, (i) the Buyer will pay the balance of the Contract Price and any and all fees, expenses, and other amounts due and owing to the Seller, to the Auctioneer, or otherwise, along with all other amounts required to close on the purchase of the Property in immediately available funds, and (ii) Seller will deliver a deed, as follows:

General Warranty Deed

Special Warranty Deed

Non-Warranty (Quitclaim Deed)

Other (Sheriff's Deed, Tax Deed, Trustee's Deed, Executor/Administrator/Personal Representative's Deed).

26. **Broker Participation.** If a Participating Broker who has registered with Auctioneer prior to the Auction produces the Buyer (whose Bidder Registration indicates that such Buyer is represented by the Participating Broker), the Participating Broker may be paid a Broker Participation Fee, in an amount and manner established by Auctioneer.

27. **Real Estate Transfer Tax; Grantor's Tax; Congestion Relief Fund Contributions.** Real estate transfer tax, grantor's tax, congestion relief fund contributions, and any similar such taxes or fees will be calculated on the Contract Price and paid by the Buyer.

28. **Recording Fees.** Buyer will pay the fees for recording the deed for the Property.

29. **Closing Fees and Expenses.** Buyer will pay any and all Closing fees and expenses, including, without being limited to, title searches, title insurance charges, and survey costs.

30. **Apportionment.** Taxes and all other periodic realty costs, if any, will be apportioned *pro rata* as of the date of the Closing. Seller will pay for all days up to and including the date of the Closing, and Purchaser will pay for all days following the date of the Closing.

31. **Zoning; Land Use; Occupancy Permit.** Neither Auctioneer nor Seller makes any representations or warranties as to the zoning of the Property or any other land use restrictions affecting the Property, and there are no representations, warranties, or guarantees as to the issuance of any necessary occupancy permit(s). It is YOUR responsibility to make such inquiries and investigations as may be necessary to confirm the applicable zoning and land use restrictions affecting the Property, as well as the availability and/or requirements for the issuance of any necessary occupancy permit(s). The purchase of the Property will not be contingent in any way on zoning or land use restrictions, or on whether YOU may put the Property to any desired use, or on whether any necessary occupancy permit(s) may issue. YOU acknowledge and agree that YOU are not relying on any representations by Seller or Auctioneer concerning zoning or other land use restrictions affecting the Property, or concerning the issuance or any necessary occupancy permit(s).

32. **Seller's Residential Real Estate Disclosure Statement.** If the Property is residential real estate with respect to which Seller is required to furnish a Residential Property Disclosure Statement, the same has been made available for review prior to the opening of bidding at the Auction, and YOU acknowledge receipt thereof.

33. **Lead-based Paint Disclosure.** If the Property includes residential improvements constructed prior to 1978, a Lead-based Paint Disclosure Statement has been furnished by Seller and made available for review prior to the opening of the bidding, and YOU acknowledge receipt thereof.

34. **Breach.**

34.1. **Seller's Breach.** If Seller breaches any of Seller's obligations with respect to the purchase and sale of the Property, Buyer's sole and exclusive remedy will be return of the Purchase Deposit and any other monies actually paid by the Buyer; provided, however, that the Buyer's Premium is non-refundable. Notwithstanding the foregoing, if Seller breaches Seller's obligations under these Bidder Terms and Conditions or under the Purchase Agreement, the Buyer may seek to recover an amount equal to the Buyer's Premium from Seller (not from Auctioneer). Under no circumstances will Auctioneer or Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity. Specific performance is not available as a remedy to Buyer.

34.2. **Buyer's Breach.** If Buyer breaches any of Buyer's obligations, Buyer will forfeit the Purchase Deposit and any other monies actually paid to Seller or Auctioneer, and will pay all of Seller's and Auctioneer's costs and expenses (including reasonable attorneys' fees and costs of litigation). If the Property is subsequently offered for sale (at auction or otherwise), Buyer will be responsible for any and all costs and expenses incurred with respect thereto, including, without being limited to, advertising and labor. Buyer will also be responsible for any shortfall between the Contract Price established at the Auction and any subsequent lower amount for which the Property may be sold. In addition to, and not in lieu of, the foregoing, if YOU are the Winning Bidder or the Winning Bidder Subject to Confirmation, and fail to execute the Purchase Agreement and/or fail to tender the Purchase Deposit or the Buyer's Premium, you will forfeit the Registration Deposit, if any, and Auctioneer may charge YOUR credit card on file in the amount of Five Thousand Dollars (\$5,000.00) which amount will be treated as a non-compliance fee but will not relieve YOU of any other damages, or otherwise limit the remedies available

to Auctioneer or Seller. Auctioneer and Seller reserve the right to immediately offer the Property for sale again on the Winning Bidder's default.

35. **Risk of Loss.** The risk of loss or damage to the Property is assumed by the Seller until Closing, except for in the event of loss or damage to the Property exceeding ten percent (10%) of the Hammer Price, then Seller may elect to either repair the damages, provide credit at Closing, or terminate the Purchase Agreement.

36. **Time is Of the Essence.** Time is of the Essence with respect to the purchase and sale of the Property.

37. **Bidding by or on Behalf of Seller.** Seller, or someone acting on Seller's behalf, may bid at the Auction if the Auction is conducted With Reserve or Subject to Seller's Confirmation, and, if the Property is subject to a Reserve Price, Auctioneer may bid up to the Reserve Price on Seller's behalf. If the Auction is an Absolute Auction, then Seller may not bid unless it is a forced sale (*i.e.*, pursuant to a court order), under which circumstances Seller reserves the right to bid either directly or indirectly.

38. **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. In Auctioneer's sole and absolute discretion, Auctioneer (i) may determine who has access to and who may bid at the Auction, (ii) may postpone or cancel the Auction, (iii) may withdraw the Property from the Auction, (iv) may change any terms or conditions of the Auction or terms or conditions of sale by announcement prior to or during the Auction, (v) may reject any and all bids, and (vi) may select and determine the Winning Bid. 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 tendered prior to the Fall of the Hammer was unnoticed by Auctioneer prior to the Fall of the Hammer, 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. Except as may otherwise be provided by law, any acceptance of a Winning Bid prior to the execution of a binding Purchase Agreement may be rescinded by the Seller in the Seller's sole discretion and for any reason whatsoever including the receipt of a subsequent bid, and that the Seller's obligation to sell the Property will not be binding until a final Purchase Agreement is fully executed and delivered. Auctioneer may sell the Property prior to the Auction.

39. **Auctioneer's Records Conclusive.** Absent clerical errors, Auctioneer's records will be final and conclusive.

40. **Returned Checks.** Any checks that are returned unpaid will be subject to a returned check fee in the amount of \$ 50. In addition to the foregoing, Auctioneer will be entitled to recover, from the issuer of a returned check, all costs and expenses, including attorneys' fees, for the collection of payment made in the form of a check that has been returned unpaid.

41. **No Stop Payment Orders or Credit Card Chargebacks.** YOU agree that YOU will not, under any circumstances, (i) issue a stop payment order with respect to any checks issued at or in connection with the Auction, or (ii) initiate a credit card chargeback with respect to any purchases at the Auction. YOU further agree that if, in violation of these Terms and Conditions, a stop payment order is issued or a credit card chargeback is initiated, these Bidder Terms and Conditions will be conclusive evidence of YOUR (i) waiver of any rights to issue a stop payment order or to initiate a credit card chargeback, and (ii) agreement not to issue a stop payment order or to initiate a credit card chargeback; and YOU acknowledge and agree that on Auctioneer's presentation of these Bidder Terms and Conditions to the bank, credit card company, or other financial institution against which a check was drawn or that issued the credit card on which charges were made, such bank, credit card company, or other financial institution will reverse any stop-payment order and/or reverse or deny any credit card chargeback, and will re-credit all amounts to or for the account of Auctioneer. If, in violation of these Bidder Terms and Conditions, YOU issue a stop payment order or initiates a credit card chargeback, YOU, even if successful, will remain liable for all purchases made at the Auction, and will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or Seller in challenging the stop payment order or credit card chargeback and in collecting payment. YOU acknowledge and agree that the covenant not to issue a stop payment order or to initiate a credit card chargeback is a condition to the issuance of a Bidder Number or Bidder Account, and is being made as an inducement for Auctioneer to accept YOUR Bidder Registration, to issue a Bidder Number or Bidder Account, and to permit YOU to Bid at the Auction. YOU acknowledge and agree that Auctioneer is relying on the covenant not to issue a stop payment order or to initiate a credit card chargeback in accepting YOUR Bidder Registration, in issuing a Bidder Number of Bidder Account, and in permitting YOU to bid at the Auction.

42. **Incidental or Consequential Damages: Specific Performance.** YOU will not be entitled to incidental or consequential damages, including, without being limited to lost profits or reduced productivity for any reason. YOU will not be entitled to specific performance or other equitable relief for any reason.
43. **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.
44. **Private Sale.** If YOU and Seller enter into an agreement for a Private Sale of the Property prior, during, or within one hundred eight (180) days after the Auction, Auctioneer will be entitled to receive an amount equal to Auctioneer's Commission, Buyer's Premium, and reimbursable expenses, and YOU will be jointly and severally liable, along with Seller and any broker(s) or agents(s) participating in the transaction, to pay such amount to Auctioneer. Nothing in this Section is intended to limit, and nothing in this Section will be construed as limiting, Auctioneer's recourse to any other remedies, including damages, whether for tortious interference with a contractual relationship, or otherwise.
45. **Agency Disclosure; Relationship of the Parties.** Auctioneer is the agent of the Seller only. Auctioneer is not YOUR agent of the agent or any other Bidder. Auctioneer does not represent YOU or any other Bidder. Unless expressly stated otherwise, Auctioneer is not the Seller and is not a partner or co-venturer of the Seller.
46. **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, deposit and payment terms (including the method, form, and timing of payment, 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.
47. **Additional Terms; Modifications.** Auctioneer may provide additional Terms and Conditions or modifications by posting at the Property or online, or by announcement at any time.
48. **Severability.** If any provision set forth in these Bidder Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement will continue to be valid and enforceable to the fullest extent legally permissible, and, to the extent practicable, the offensive provision may be reformed by the court so as to render it legal, valid, and enforceable, or to, otherwise, accomplish the intent of the deleted provision as permitted by law.
49. **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 West Virginia, 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 Mercer, West Virginia, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number, Bidder Account, or bidding privileges, YOU irrevocably and unconditionally (i) agree that any claim, suit or cause of action relating to these Bidder Terms and Conditions, the Auction, or the transactions contemplated hereunder, will be brought in the state or federal courts sitting in and for Mercer County, West Virginia; (ii) consent to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waive any objection that YOU 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 an inconvenient forum. YOU WAIVE THE RIGHT TO A JURY TRIAL.
50. **Attorneys' Fees.** If 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.
51. **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.