



**The McLemore  
Group**

## TERMS OF AUCTION

AUCTION FOR – Joseph W. Terry Jr.

AUCTION LOCATION - Online only at [www.themclemoregroup.com](http://www.themclemoregroup.com)

AUCTION END DATE - Monday, September 19<sup>th</sup>, 2022 at 2:00 PM (EST)

AUCTIONEER — Dan McLemore (Auctioneer / Owner) of United Country — The McLemore Group located at 107-B North Trade St.; Matthews, NC has contracted with "Seller" to offer to sell at public auction certain real property.

### Offering +-

- All Poultry Farm Equipment in the 2 poultry houses. Items include: Curtain Machines, Vent Machines, Chain Feeders, Plastic Nests, Cool Cell Pads, Rotom Controllers & Communicator, Egg Coolers, Fans, Slats & so much more!

### General Terms and Conditions

This is a RESERVE AUCTION, all items have an undisclosed reserve price.

10% Buyer's Premium & SC Sales Tax applied to final and accepted bid to arrive at Final Purchase Price.

BIDDER REGISTRATION - Register for online only auction at [www.theMcLemoreGroup.com](http://www.theMcLemoreGroup.com). Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE — Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COLLUSION** — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

**COPYRIGHT FOR AUCTION** — The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**DUE DILIGENCE** — Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Items Included. Bidder should obtain professional advice, inspect, and conduct due diligence on all information provided by Seller or Auctioneer & Terms of Auction. All information provided by Auctioneer came from Seller and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has performed due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No item will be open for inspection following the Auction. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** — Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "AS IS, WHERE IS, WITH ALL FAULTS." To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

**AUCTION METHOD** Auction will be "Sold Subject to Seller Confirmation" and conducted with internet bids until bids are complete on Monday September 19<sup>th</sup>, 2022 ending at 2 PM. Final high bid plus 10% Buyer's Premium and SC Sales Tax will be the Final Purchase Price. Purchaser will be required to sign Receipt of Purchase.

Bidder should carefully read and understand the Terms & Conditions before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing.

**RELEASE FOR USE** — Bidders, Buyers, and other persons present at the Auction (collectively '{Attendees}') are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time,

or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

**DISPUTE RESOLUTION** — There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within thirty (30) days from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the thirty (30) day limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

**Choice of Law, Jurisdiction, and Venue** — Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Mecklenburg in the State of North Carolina.

**MISCELLANEOUS** — The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

**Bidder Acknowledgement** -- By registering for online only auction you hereby agree to the Terms of Auction.