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ALL AUCTIONS ARE WITH RESERVE UNLESS SO NOTED AND ADVERTISED BY THIS COMPANY

A. AUCTION REGISTRATION:

Registration is required to become qualified and eligible to become a bidder for this auction. In order to become an eligible bidder, the prospective Bidder must:

1. Complete the bidder registration form located on our website at www.progressiveauctionsva.com.

Furthermore, you understand that you are entering into a legal binding contract and are fully responsible to complete this contract in its' entirety including closing on the property if you are in fact the highest bidder and the sellers have accepted your high bid.

2. The online real estate auction is a cash sale and not contingent on or subject to any financing, appraisal, or inspections. This property is being sold in a as is, where is, and how is condition with no warranties either oral, written, and or implied.
3. Fully agree to and accept the terms and conditions as well as comply with the terms and conditions as presented by Progressive Auction Co. LLC.
4. The identity of all Bidders will be verified, all the bidding rights are provisional. If a complete verification is not possible the Seller (s) will reject the bidder's registration. It is the responsibility of the Bidder to insure a completed registration form is filled out to become qualified and be eligible to bid in this auction with Progressive Auction Co. LLC.

B. WINNING BIDDER

1. At the end of the auction event the Winning Bidder will be required to execute the Auction Real Estate Purchase Agreement and all relevant documents that are included with the purchase agreement and render the 10% non-refundable earnest money deposit provided the Seller (s) agree to the offered price and or if the parties agree to another price through negotiations. All signed documents and earnest money deposits must be completed within 48 hours of the ending of the auction event. The earnest money deposit will be held within the Auction Co.'s escrow account. Cash, certified funds, and or wired funds are acceptable means of payment. All expenses required to wire the funds will be at the Buyers expense.

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2. The earnest money deposit will be 10% of the agreed to purchase price and will be non-refundable. The 10% nonrefundable deposit will be added to the agreed to purchase price to determine the total purchase price of the property.
3. The 10% down payment is considered as a Buyer's Premium paid by the Buyer (s) to the Auction Company from the escrow account once the property closes and a HUD statement is rendered to the Auction Co.

Terms: 10% nonrefundable down auction day certified check, cash or wire transfer will be accepted as down payment. Balance due at closing.

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

Agent for the Seller: Progressive Auction and Real Estate Co., LLC is acting as the agent for the seller.

Additional Conditions:

1. There are no minimum starting bids required for the property; however, Seller reserves the right to accept or reject all offers on the property. The auction shall be recorded, and if any disputes arise following the auction, the Auctioneer's recorded records will be final in all aspects.
2. Bidders are invited and encouraged to inspect property as to any structural, hazardous, asbestos, or environmental conditions relating thereto prior to submitting a bid. The bidder gives up rights to inspections once his/her bid is submitted. 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 prior to submitting a bid. Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any part of the property. The Auctioneer or his representatives, Sellers, and his/her representatives are offering this property, AS IS, WHERE IS and HOW IS condition with all faults, without any 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. Commercial properties being purchased under these terms will be subject to these terms where appropriate and will not be subject to any required permits or licenses required or any other particular requirement to open or operate any type of business. The commercial property is also being sold in a as is, where is, and how is condition including but not limited to use for a particular purpose.
4. Taxes, sizes and square footage set forth for the property are approximations only, based on best information available, but actual taxes, sizes and square footage may be different.
5. 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. The Seller has the right to accept or reject any and all offers in reference to the listed property in this auction sale.
6. Closing will be conducted by the Purchaser's attorney 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.

PROPERTIES MAY BE ADDED OR DELETED UNTIL THE TIME OF SALE

All information was obtained from sources deemed reliable. The Auctioneer and his agents will not be responsible for any errors or omissions herein. Oral representations cannot be relied upon as correct. However, announcements made on sale day take precedence over written matter. Conduct of the auction and increments of the sale shall be at the sole discretion of the Auctioneer.

Signature _____ DATE _____
Address _____ City _____ State _____
Phone No. _____ Email _____ Bid # _____

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