



TERMS & CONDITIONS

YOU ARE URGED TO INSPECT THE PROPERTY BEFORE THE AUCTION

The information provided is subject to inspection and verification by all parties relying on it. Buyers must rely solely upon their own investigation and not any information provided by the Seller or Auctioneer. No liability for accuracy, errors or omissions is assumed by the Seller or agents. This listing may be withdrawn or modified without notice at any time. All square footage, lot size measurements and dimensions provided are approximate. No warranties or guarantees are expressed or implied. Seller's disclosure statement may be available prior to sale except on lender owned, court supervised, and estate sales. The purchaser/buyer must rely on his/her own information, inspection, record and determination. **Properties are sold "AS IS" "WHERE IS" and should be fully inspected prior to bidding.**

CONDITIONS

If you do not agree with any of the terms and conditions stated DO NOT BID. The terms of sale are non-negotiable. The auctioneer's decision is absolute and final in the event of a dispute over any matter. If there is a tied bid, the auctioneer will reopen the bidding. The auctioneer reserves the right to accept bids in any increments he feels are in the best interest of his clients and reserves the right to waive any previously announced requirements. All announcements from the auction block supersede any printed material or any other statements made previously. **BippusUSA.com** represents the seller.

STARTING TIMES

Please be prompt as it only takes minutes to sell a property. There will be an explanation of the Auction Process and Terms and Conditions before each property is sold. When, at the sole discretion of the auctioneer present, the auction is opened for bid, all absolute properties will be sold to the highest bidder. All properties will be sold ON-SITE, RAIN OR SHINE, unless otherwise noted!

FINANCING INFORMATION

Buyers are to obtain their own financing. No purchase is contingent upon financing.

BROKER PARTICIPATION

Cooperating Brokerage is encouraged with licensed real estate brokers. A commission of one to three percent (1-3 %) will be paid by **BippusUSA.com** to a cooperating buyer's broker who registers the successful bidder who closes on the property. **(No commission will be paid if the bidder fails to close).** **Broker must register his/her client by mail or fax with BippusUSA.com, 11811 Anchor Lane, Three Rivers, MI 49093. Fax 888-481-5108. Registration must be on the broker registration form provided by BippusUSA.com and must be signed by broker/salesperson and client.** Additionally the cooperating broker **must attend the auction with his/her client.** Brokers acting as principals are not eligible for this commission. There can be **NO EXCEPTIONS** to this procedure, and **no broker registrations can be accepted at auction site.** **BippusUSA.com** is acting as agent for the seller. If there is a minimum commission of if the commission is reduced in negotiations all parties shall share proportionately in this figure equally up or down on the same percentage basis. **BippusUSA.com** shall have full and complete control in regards to commissions negotiated with Seller.

BIDDER REGISTRATION and DOWNPAYMENT REQUIREMENTS, for ON-SITE AUCTIONS, BID by PHONE, and ABSENTEE:

A cashier's check, certified check cash or money order made payable to yourself in the amount of \$1,000.00 must be shown at registration (**but not tendered.**) > An escrow deposit of 10% of the contract price is required of the winning bidder at the conclusion of the auction. > \$1,000.00 of that amount is payable in cash or certified funds for **each property purchased.** > If you are the high bidder, you will turn this check over as part of your deposit; if you are not the high bidder; simply re-deposit your check back into your bank. > Balance of deposit may be paid with personal or business check. > Minimum deposit is \$1,000.00. >

ON-LINE BIDDING:

There is no fee to register although a valid credit card will be required to verify identity and funds.

At the conclusion of the auction the Successful Winning Bidders (Buyer) must make a **10% (\$1,000 MINIMUM)** non-refundable down payment per property within 24 hours of the auction. Electronic wire funds, and cashier checks sent overnight mail, direct bank deposit (a 5/3 Bank deposit slip is available upon request). These are the only forms of payment accepted. The balance of the purchase price and all closing costs are due within 30 days.

Purchase documents are provided for execution with the Property Information Package. Buyer shall have two (2) days following the auction to return all completed documents or shall be subject to paying a liquidated damages amount equal to the down payment. In the event the winning bidder fails to make the required downpayment and or execute the required contracts FOR ANY REASON they hereby authorizes the auction company to charge said fee to the credit card provided at registration. If you wish to have the purchase documents reviewed by an attorney, please contact Auctioneer PRIOR to the Auction. The contract and terms of the auction are not subject to negotiation.

ADDITIONAL TERMS FOR PROPERTIES

A 10% Buyer's Premium will be added to the final bid and included in the contract price as shown on an addendum or acknowledgement form. > A published "suggested opening bid" and "opening bid" auction is sold with reserve and subject to seller confirmation. > Seller will furnish deed, free & clear of liens. > Seller to provide title insurance, transfer tax. > Buyer pays the title office closing fee. > Listing may be withdrawn or modified without notice at any time.

OTHER

This auction is conducted by **BippusUSA.com** acting as auctioneer/listing agent **BippusUSA.com** is solely responsible for the terms and conditions of this auction and the manner in which it is conducted.

ALL REGISTERED BIDDERS ACKNOWLEDGE THAT THEY ARE ENTERING INTO A BINDING CONTRACT. THERE ARE NO REFUNDS OR BID CANCELLATIONS. AN ON-LINE BID ACCEPTED AT PUBLIC AUCTION IS A LEGAL AND BINDING CONTRACT TO PURCHASE.