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BIDDER TERMS AND CONDITIONS (Real Estate Auction)

These Bidder Terms and Conditions apply to auctions conducted by THE WYMAN GROUP INC. ("Auctioneer"), and constitute a legal, valid, binding, and enforceable contract between Auctioneer and YOU. These Bidder Terms and Conditions form the basis for the contract of sale between YOU and the Seller.

- 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; Acceptance of Bidder Terms and Conditions.** 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 Auction Site or online), any announcements or corrections made by Auctioneer at the time of the Auction, and applicable law. **YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD A FULL AND FAIR OPPORTUNITY TO REVIEW THESE BIDDER TERMS AND CONDITIONS, THAT YOU HAVE READ THESE BIDDER TERMS AND CONDITIONS, THAT YOU UNDERSTAND THESE BIDDER TERMS AND CONDITIONS, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE BIDDER TERMS AND CONDITIONS.** YOUR participation in the Auction, whether at the Auction Site, online, telephonically, or through any other means (including Absentee Bid), is further evidence of YOUR agreement to be bound by, and to abide by, all Bidder Terms and Conditions.
- 2. Auction Conducted in the State of Indiana.** The Auction is conducted in the State of Indiana. The Property is offered for sale in the State of Indiana, and will be sold and delivered in the State of Indiana. Notwithstanding YOUR physical location, these Bidder Terms and Conditions are entered into in the State of Indiana, all bids and payments are received in the State of Indiana, and all contracts between Seller and Buyer are formed and entered into in the State of Indiana.
- 3. 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 Bidder that submits an Absentee Bid, whether or not physically 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 sale of the Property is 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. The Buyer's Premium is earned by Auctioneer, and becomes Auctioneer's property, at the Fall of the Hammer.

"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.

"Commission" means the amount payable by or on behalf of Seller to Auctioneer for Auctioneer's services, calculated as a percentage of the Hammer Price.

"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 may occur electronically at the end of timed (or extended) bidding. If the Property is exposed for sale Subject to Seller's Confirmation, the Fall of the Hammer will occur on Seller's confirmation of the sale either at the High Bid Subject to Confirmation or at such other amount as may be agreed to, in good faith, by Seller and the Buyer.

"Hammer Price" means the High Bid amount recognized by Auctioneer with the Fall of the Hammer. If the Property is exposed for sale Subject to Seller's Confirmation, the Hammer Price will be (i) the High Bid Subject to Confirmation if confirmed by Seller, or (ii) such other amount as may be agreed to, in good faith, by Seller and the Buyer, whichever is greater.

"High Bid Subject to Confirmation" means the high bid amount recognized by Auctioneer at the conclusion of bidding if the Property is exposed for sale Subject to Seller's Confirmation. If (i) the High Bid Subject to Confirmation is confirmed by Seller, or (ii) Seller and Buyer agree, in good faith, to some other greater amount, 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 professional who has (i) registered with Auctioneer prior to the Auction, (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) 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.

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

"Registration Package" means all materials provided to, or made available to, Bidders in connection with the Auction, including documents, certificates, descriptions, disclosures, waivers, disclaimers, registration forms, applications, maps, surveys, reports, deeds, these Bidder Terms and Conditions, and the Purchase Agreement.

"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, if announced, posted, or advertised, that after the High Bid Subject to Seller's Confirmation has been received and acknowledged by Auctioneer, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid, (ii) reject such bid, or (iii) negotiate a higher price.

"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.**

4. **Bidder Registration; Bidder Qualification.** YOU are required to register to bid, and YOU must provide a valid credit card in order to be approved for bidding. Auctioneer may make a nominal charge or place a temporary hold against YOUR credit card for verification purposes, and may charge YOUR credit card for YOUR purchases. Auctioneer may establish such other Bidder Registration requirements and Bidder qualifications as Auctioneer determines to be reasonably necessary or appropriate. 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 suspend or revoke the bidding privileges of any Bidder at any time. 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, the entity and any individual making the bid will be jointly and severally liable on account of the bid. 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 at the Auction Site or on the Auctioneer website(s), and the terms and conditions posted on the websites of any Online Auction Platform Provider(s) used by Auctioneer. Auctioneer may, in Auctioneer's sole and absolute discretion, receive bids from a person or entity that has not registered to bid and/or 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 published by auctioneer (including those posted at the Auction Site or on Auctioneer's website(s), or otherwise), and the terms and conditions posted on the websites of any Online Auction Platform Provider(s) used by Auctioneer. **BIDDER QUALIFICATION PROVISIONS ARE INTENDED FOR THE BENEFIT OF AUCTIONEER AND SELLER, AND CREATE NO RIGHTS OR INTERESTS IN ANY OTHER PERSONS, INCLUDING COMPETING BIDDERS. AUCTIONEER AND/OR SELLER MAY (BUT WILL NOT BE REQUIRED TO) WAIVE ANY BIDDER QUALIFICATION REQUIREMENTS, EITHER GLOBALLY OR ON A CASE-BY-CASE BASIS.**

5. **Access to Auction Site and/or Online Auction Platform; Assumption of Risk; Limitation of Liability.** YOU assume all risks in connection with YOUR participation, or attempted participation, in the Auction, including, without being limited to, risks arising from or associated with: (i) YOUR presence at the Auction Site; (ii) YOUR use of any Online Auction Platform utilized by Auctioneer; and/or (iii) any harm, injury, or damage to YOU or YOUR property resulting from acts other than those caused exclusively by Auctioneer's gross negligence or intentional misconduct. YOU further agree that neither YOU nor any person accompanying YOU to, or otherwise visiting, the Auction Site will attempt to operate or activate any machinery or equipment at the Auction Site without Auctioneer's express consent; and, that, YOU will assume all liability for property damage and/or personal injury caused by YOU or YOUR representatives, employees, independent contractors, or agents. YOU acknowledge and agree that the Auction Site may be a potentially dangerous place that requires YOU to be diligent, alert, and aware at all times. Flammable, noxious, corrosive, pressurized and otherwise hazardous substances may be present at the Auction Site. Machinery, equipment, and vehicles may be operated at the

Auction Site, and electrical circuits may be live at the Auction Site. YOU enter the Auction Site at YOUR own risk with notice of the condition and activities that will be, or have been, conducted at the Auction Site; and YOU assume such risks with respect to YOURSELF and anyone, including any minor children, accompanying YOU or visiting the Auction Site on YOUR behalf. YOUR representatives, employees, independent contractors, or agents also assume such risks. No person will have any claim against Auctioneer and/or Seller, or their respective agents or employees, for any injuries sustained or for damages to or loss of property that may occur at the Auction Site. Neither Auctioneer nor Seller will be liable for any damages of any type or nature sustained or claimed by YOU or by any other person or entity in connection with, or in any way related to, the Auction. YOU waive any and all claims and/or causes of against Auctioneer arising in connection with, or in any way related to (i) YOUR presence at the Auction Site; (ii) YOUR use of any Online Auction Platform utilized by Auctioneer; and/or (iii) any harm, injury, or damage to YOU or YOUR property resulting from acts other than those caused exclusively by Auctioneer's gross negligence or intentional misconduct.

6. **Nature of the Auction.** UNLESS OTHERWISE STATED IN WRITING, THE AUCTION WILL BE WITH RESERVE. AUCTIONEER MAY WITHDRAW THE PROPERTY PRIOR TO THE FALL OF THE HAMMER, EVEN IF BIDS HAVE BEEN TENDERED AND/OR RECOGNIZED. IN ADDITION TO BEING WITH RESERVE, THE PROPERTY MAY BE SOLD SUBJECT TO SELLER'S CONFIRMATION IF ANNOUNCED AT OR PRIOR TO THE COMMENCEMENT OF THE BIDDING, AND SELLER MAY, IN SELLER'S SOLE AND ABSOLUTE DISCRETION, ACCEPT OR REJECT THE FINAL BID ON THE PROPERTY.

7. **Multiple Listing Services; Listing Price.** Unless otherwise negotiated, the Hammer Price for the Property will be determined through competitive bidding at the Auction. The Property may be listed on one of more Multiple Listing Services, or Multi-Lists ("MLS"). Listing on an MLS requires a listing price (the "MLS Listing Price"). Seller has not agreed to sell the Property for the MLS Listing Price, and the MLS Listing Price does not constitute, or otherwise embody, an offer to sell the Property for that amount.

8. **Bid Increments.** Bid increments are established and controlled by Auctioneer, and may be adjusted or modified in Auctioneer's sole and absolute discretion.

9. **Absentee Bids; Remote Bidding.** In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). 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 to any Absentee Bidder for the failure to execute any Absentee Bids for any reason whatsoever. Each Absentee Bidder acknowledges and agrees that the Property may be sold to another Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes another 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 has the sole and absolute discretion to acknowledge or reject such bid. An Absentee Bidder may authorize Auctioneer to advance the bid 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.

10. **Buyer's Premium.** The Property is subject to a Buyer's Premium that will be calculated as a percentage of the Hammer Price and paid by the Winning Bidder in addition to the Hammer Price. The amount of the Buyer's Premium for each Auction will be posted on Auctioneer's website and/or otherwise announced by Auctioneer, and the Buyer's Premium may vary depending on whether YOUR bids are submitted online, or onsite, or otherwise. The Buyer's Premium may also be adjusted to account for credit card processing fees and/or check verification fees. The Buyer's Premium may be reduced, either globally or on a case-by-case basis, at Auctioneer's discretion. The Buyer's Premium is earned at the Fall of the Hammer and will not be refunded by Auctioneer. The Buyer's Premium will be added to the Hammer Price to determine the final Contract Price for tax purposes. If YOU are the Winning Bidder and YOU default on YOUR obligations as set forth in these Bidder Terms and Conditions, or otherwise, there will be no set-off or reduction in the Buyer's Premium even if the Property is resold. Because the Buyer's Premium is earned with the Fall of the Hammer, Auctioneer has no obligation to mitigate damages with respect to the Buyer's Premium, and YOU acknowledge and agree that mitigation of damages is not possible.

11. **Online Auction.** In addition to all other terms and conditions set forth in these Bidder Terms and Conditions, the following terms and conditions apply if the Auction is conducted, in whole or in part, online:

11.1. **Posted Times.** Unless stated otherwise, all posted or listed times are intended to reference the local time zone at the Auction Site. Posted closing times and time displays are approximate. Auctioneer reserves the right, in Auctioneer's sole and absolute discretion, to close early, extend, reset, or reopen the Auction.

11.2. **Online Bidding; Maximum Bids.** Online bids may be submitted as a single advancing bid or as a maximum bid, and bidding will advance competitively to the next available increment. If YOU submit a single advancing bid and YOUR bid is equal to or less than the maximum bid previously submitted by another Bidder, YOU will be outbid. If YOU submit a maximum bid and a maximum bid has previously been submitted by another Bidder, bidding will advance to the next highest bid increment after which either YOUR maximum bid or the previously submitted maximum bid has been exhausted, whichever occurs first, and the then-current bid will be shown at that amount. If YOUR bid is shown as the current high bid and another Bidder submits a bid (either as a single bid or as a maximum bid), bidding will advance to the next highest bid increment after which either YOUR maximum bid or the maximum bid of the competing Bidder has been exhausted, whichever occurs first, and the then-current bid will be shown at that amount.

11.3. **Technology Disruptions.** YOU acknowledge and agree that the Auction is conducted electronically and relies on hardware and software that may malfunction without warning. Auctioneer will not be responsible for, and will suffer no liability 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(s), (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, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

11.4. **Failures by Online Auction Platform Provider and Its Affiliates or Contractors.** Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider(s) to perform, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider(s) to perform regardless of whether such obligations are owing, directly or indirectly, to Auctioneer, to YOU, to Seller, or otherwise.

11.5. **Automatic Extension Feature and Rolling Close of the Bidding.** Any Online Bidding Period may include an automatic extension feature. This means that if a bid is entered within a set time period approaching the end of the established Online Bidding Period, the Online Bidding Period will be automatically extended for an additional period of time in increments established by Auctioneer, and such extensions will continue until there is a set period of time that lapses during which no advancing online bid is received, after which bidding will close.

11.6. **Disclaimer. THE ONLINE AUCTION PLATFORM(S) AND AUCTIONEER'S WEBSITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AUCTIONEER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES, (i) THAT THE ONLINE AUCTION PLATFORM(S) 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 WEBSITE TECHNOLOGY. IF YOU ARE DISSATISFIED WITH THE AUCTION, OR THE NATURE, CHARACTER, OR FUNCTIONALITY OF TECHNOLOGY ASSOCIATED WITH THE AUCTION, YOUR SOLE AND EXCLUSIVE RECOURSE IS TO IMMEDIATELY DISCONTINUE YOUR PARTICIPATION IN THE AUCTION. AUCTIONEER RESERVES THE RIGHT TO TERMINATE YOUR BIDDER REGISTRATION, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE AUCTION, TO IMPOSE LIMITS ON CERTAIN FEATURES OF THE ONLINE AUCTION PLATFORM, AND/OR LIMIT, RESTRICT, OR TERMINATE YOUR ACCESS TO THE AUCTIONEER'S WEBSITE OR TO THE AUCTION WITHOUT NOTICE.**

11.7. **Restrictions on Use.** YOU agree that YOU will not use any robot, spider, other automatic device, or manual process to monitor or copy the Online Auction Platform(s), Auctioneer's website, any technology associated with the Auction, and/or any content associated with the Auction. YOU agree that YOU will not use any device, software or routine to interfere with, or to attempt to interfere with, the proper functioning of the Online Auction Platform(s), Auctioneer's website, any technology associated with the Auction, or any activity being conducted in connection with the Auction. YOU agree that YOU will not take any action that imposes an unreasonable or disproportionately large load on the Online Auction Platform(s) and/or Auctioneer's website and/or online infrastructure. YOU agree that YOU will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Online Auction Platform(s) and/or Auctioneer's website. Access and use of any Online Auction Platform is subject to any and all terms and conditions of the Online Auction Platform Provider(s).

11.8. **Security of Bidder Account.** YOU are responsible for monitoring and maintaining the security of YOUR Bidder Account information. If, at any time, YOU know or suspect that YOUR Bidder Account has been hacked, cloned, compromised, or improperly accessed, YOU must notify Auctioneer, in writing, immediately, and YOU will not be responsible for bids tendered through YOUR Bidder Account after such notice is received by Auctioneer.

12. **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.

13. **Responsibility for Bids Placed on Bidder Number or Bidder Account.** YOU are responsible for all bids made using YOUR Bidder Number or YOUR Bidder Account, and if YOU tender a bid that is determined by Auctioneer to be the Winning Bid, or if a Winning Bid is submitted from YOUR computer, or YOUR device, or from YOUR Bidder Account, YOU will be the Buyer. If YOUR Bidder Number is lost, stolen, or misappropriated, or if YOUR Bidder Account has been hacked or compromised YOU should notify Auctioneer immediately. YOU will be liable for all bids tendered using YOUR Bidder Number or Bidder Account prior to giving Auctioneer notice that YOUR Bidder Number was lost, stolen, or misappropriated or that YOUR Bidder Account was hacked or compromised.

14. **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. 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 unnoticed prior to the Fall of the Hammer or other termination of the bidding, 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. Auctioneer reserves the right, for any reason, in Auctioneer's sole discretion, to terminate, change or suspend the sale of the Property or any aspect of any Auction sale. Advertised times for bidding provided for convenience only, and Auctioneer will have no liability with respect thereto.

15. **Winning Bidders Subject to Certification by Auctioneer.** The final determination of the Winning Bidder will be made by Auctioneer. Any notification to an online Bidder by email or electronic message (whether generated manually or automatically) is subject to certification by Auctioneer. Any dispute regarding the identity of the Winning Bidder will be resolved by Auctioneer, and Auctioneer may reopen the Bidding. Auctioneer's determination of the Winning Bidder will be final and conclusive.

16. **Bidding by or on Behalf of Seller.** Seller reserves the right to bid at the Auction. Seller, or those acting on Seller's behalf, may bid unless the Auction is expressly identified, in writing, as being an Absolute Auction that is not a forced sale. At a Reserve Auction (including an Auction that is also Subject to Seller's Confirmation), Auctioneer may execute bids on Seller's behalf and there is no requirement that any specific bid executed on Seller's behalf or against the Reserve be identified as such or that such bids will be tendered under any single Bidder Number or Bidder Account.

17. **Withdrawal of Property by Auctioneer.** Unless specific Property is, in express written terms, exposed for sale at Absolute Auction, Auctioneer has the right to withdraw any Property from the Auction prior to the Fall of the Hammer.

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

19. **All 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.

20. **Pre-Auction Inspection; Due Diligence; Waiver; Indemnification.** 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, further, acknowledge and agree that YOU have had a full and fair opportunity to ask questions and to conduct any and all due diligence that YOU deem to be necessary or appropriate, and that the responses YOU have received, if any, 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. YOU may coordinate pre-Auction inspections and testing with Auctioneer, all of which will be done at YOUR cost and expense. If YOU arrange for pre-Auction inspections or testing, YOU agree to protect, indemnify, and hold harmless Auctioneer and Seller from any and all injury or damages suffered by YOU, YOUR employees, agents, representatives, and guests during or in connection with pre-Auction inspections or testing. No invasive or destructive inspections or testing may be undertaken without prior notice to, and approval by, Auctioneer. Under any circumstances, YOU are responsible for leaving the Property in the condition that it was in prior to pre-Auction inspections or testing. Unless conducted by YOU, or on YOUR behalf, prior to the Auction, YOU waive any and all inspections or tests, including, without being limited to: (i) termite/pest/wood infestation or damage inspection; (ii) radon testing; (iii) lead testing; (iv) testing for mold; (v) structural inspection (including roof and foundation); (vi) electrical inspection; (vii) plumbing inspection; (viii) heating, air conditioning, ventilation system inspection; (ix) water analysis to determine potability; (x) percolation inspection; (xi) septic/sewage disposal system inspection; (xii) inspections to determine environmental hazards and/or toxic wastes or substances; (xiii) wetland studies; (xiv) flood plane determination and/or need for (and cost) of federal flood insurance; (xv) determination of insurability of the Property. YOU acknowledge and agree that any inspections or tests not undertaken by YOU, or on YOUR behalf, prior to the Auction are not material to YOUR purchase of the Property, and that, if YOU are the Winning Bidder, YOU will purchase the Property regardless of whether serious or substantial deficiencies are revealed by reason of any subsequent inspections or tests.

21. **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).

22. **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.

23. **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 _____ Dollars (\$_____) against a credit card issued in YOUR name.

24. **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.

25. **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.

26. **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 five thousand Dollars (\$5,000); or
 _____ percent (____%) 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 or by Seller's attorney 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 other distribution.

27. 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.

28. 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).

29. 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.

30. 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.

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

32. 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.

33. 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.

34. 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).

35. 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.

36. 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.

37. Breach.

37.1. 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.

37.2. **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 there to, 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.

38. **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.

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

40. **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.

41. **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. Auctioneer will have control over bidding, and Auctioneer will resolve any and all disputes. If, after the Fall of the Hammer or other termination of the bidding, (i) Auctioneer is made aware of a bid that was tendered prior to the Fall of the Hammer or other termination of the bidding, but not recognized for any reason, or (ii) some other bid dispute arises, Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding (but will not be required to). 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.

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

43. **Returned Checks.** Any checks that are returned unpaid will be subject to a returned check fee in the amount of \$100. 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.

44. **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 or Bidder Account, and in permitting YOU to bid at the Auction.

45. **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.

46. **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.

47. **Private Sale.** If YOU and Seller enter into an agreement for a Private Sale of the Property prior, during, or within one hundred eighty (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.

48. **Agency Disclosure; Relationship of the Parties. AUCTIONEER IS THE AGENT OF THE SELLER ONLY.** Auctioneer is not YOUR agent or the agent of 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.

49. **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.

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.

52. **Mailing List.** Auctioneer may use Bidder Registration information to notify previously registered Bidders (by email or otherwise) about future Auctions and events. YOU may opt out of receiving such notifications by providing written notice to Auctioneer.

53. **Audio and Video Recording; Photographs.** The Auction Site may be subject to video, audio, and photographic recording, including security surveillance. Video, audio, and photographic recording may also be taken by Auctioneer and used on Auctioneer's website, or, otherwise, in advertising and/or for other commercial purposes. As a condition to, and in consideration of, YOUR presence at the Auction Site, YOU acknowledge and agree that such video, audio, and photographic recordings may be made, and that YOU may be included on such video, audio, and photographic recordings, and YOU consent to the same. YOU further agree that Auctioneer may use any such images or recordings in advertising and/or for other commercial purposes on a royalty-free basis with no further consideration or remuneration to YOU.

54. **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 Indiana, 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 Howard County, Indiana, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. YOU irrevocably and unconditionally (i) agree that any claim, suit or cause of action relating to the Auction, these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for Howard County, Indiana; (ii) consent to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waive any objection that such party 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 inconvenience. **YOU WAIVE THE RIGHT TO A JURY TRIAL.**

55. **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.

56. **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.

57. **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, PAYMENT TERMS, REMOVAL AND DELIVERY TERMS, 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.**

58. **Fair Housing Statement.** Under and pursuant to the Federal Fair Housing Law (42 U.S.C.A. § 3601 *et seq.*), it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, sexual orientation, gender identity, source of funds, military status, elderliness, disability, national origin or ancestry; or to

discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

59. **COVID-19.** YOU understand that there are risks associated with being in the proximity of others during to the COVID-19 virus pandemic, and YOU understand the COVID-19 virus's highly contagious nature. YOU voluntarily agree to release, indemnify, defend and hold harmless, Auctioneer, Seller, and their respective agents and employees, from any and all liabilities, claims, losses, causes of action or expense of any kind related, in any way, to bodily injury or infection associated with the COVID-19 virus as a result of YOUR presence at the Auction Site. YOU, further, acknowledge and agree that YOU are accepting those risks for YOURSELF and for any participant(s) who may accompany YOU to the Auction Site, or who may handle Property from the Auction Site. YOU further acknowledge and agree that YOU are familiar with local, state and federal guidelines and executive orders related to the COVID-19 virus and social distancing, and that YOU are participating in the Auction of YOUR own free will.

60. **Invoice and Communications from Auctioneer.** YOU ACKNOWLEDGE AND AGREE THAT EMAIL OR OTHER ELECTRONIC COMMUNICATIONS, INCLUDING, WITHOUT BEING LIMITED TO, INVOICES, PAYMENT INSTRUCTIONS, PAYMENT REMINDERS, AND/OR OTHER ATTEMPTS TO COLLECT MONIES, MAY BE SENT OR TRANSMITTED TO YOU BY AUCTIONEER, OR THOSE ACTING ON AUCTIONEER'S BEHALF, AT ANY TIME DURING THE DAY OR NIGHT, AND YOU EXPRESSLY CONSENT TO THE TRANSMISSION, AND YOUR RECEIPT, OF SUCH COMMUNICATIONS AT ANY TIME DURING THE DAY OR NIGHT WITHOUT LIMITATION AS TO THE DAY OF THE WEEK OR THE TIME OF DAY THAT SUCH COMMUNICATIONS ARE TRANSMITTED OR RECEIVED, AND WITHOUT REGARD TO WHETHER ANY SUCH TRANSMISSION OCCURS ON A LEGAL HOLIDAY.