

## **Simulcast Terms & Conditions**

### **186 Main Street, Sharpsburg, KY**

This house is being sold AS IS and the sale WILL NOT be contingent on INSPECTION, APPRAISAL or FINANCES.

If you would like to have an inspection for your own due diligence, we certainly welcome you to do so. Your inspection must be completed prior to 6:00 pm 9/13/24 and the purchase of the property will not be contingent on the findings of your inspection. Bidder is completing a legal binding contract when placing a bid on any item that you agree to these Terms and Conditions, that the bid placed is correct, and that the bidder will complete the contract by paying for the item that was bid on as well as picking up the item per these Terms and Conditions. Once the item is declared sold, it becomes the responsibility of the buyer with all liabilities attached thereto.

Auction will close beginning at 11 am on 9/14/24. This auction will begin online September 1, 2024 and will close with a Simulcast auction from the premises at 11:00 am on 9/14/24. Bids will be taken from both in person bidders and online bidders until the bidding ceases and a winning bidder has been declared.

REAL ESTATE TERMS: 10% of the total sale price down as a non refundable earnest money in the form of a certified check, cash or wire transfer to the Kentucky Realty Group escrow account within 3 business days not later than close of business on Wednesday, September 18, 2024. We do not accept a credit card for down payment. The balance of purchase price is due at closing, said closing to be on or before 10/14/2024. Purchaser shall be responsible for all wire transfer fees. Closing will be as specified in the Contract for Sale of Real Estate.

This auction is a CASH SALE not contingent on or subject to financing, appraisal, survey or inspections of any kind, as agreed to by bidders at registration prior to bidding and specified in the attached Contract for Sale of Real Estate.

GOOD INSURABLE GENERAL WARRANTY DEED AT CLOSING.

BUYER'S PREMIUM: There will be a buyer's premium of 10% added to the bid price to arrive at final purchase price. Example: Bid Price \$100,000 plus \$10,000 (10% buyer's Fee) equals purchase price of \$110,000.

AUCTION BIDDER DEFAULT: Successful bidder not executing and returning the contract with earnest money deposit by Wednesday, September 18, 2024 will be considered in default. In the event a winning bidder fails to submit the signed Contract for Sale of Real Estate and 10% earnest money deposit, the winning bidder will be charged a penalty fee of \$5,000.00 on the credit card provided at auction registration. Additional default remedies are reserved by DJS

Auctions, LLC and the Seller as provided in the Auction Terms and Conditions and the Contract for Sale of Real Estate. DJS Auctions LLC reserves the right to sell to the second-highest bidder in the event the successful high bidder does not comply with the terms of the sale.

Any dispute between DJS Auctions LLC, its Agents or Representatives and the Buyer(s) will be tried in a court of jurisdiction in Montgomery County, Kentucky. By bidding on the property, buyer agrees to all terms and conditions set forth.

Acceptance of Bid Prices: Successful bidder(s) will be required to enter into a purchase agreement immediately following the close of the auction. DJS Auctions, LLC. will e-mail documents to be executed and said documents should be faxed or e-mailed back to DJS Auctions LLC not later than close of business on Wednesday, September 18, 2024. Successful bidders not executing and returning contracts with earnest money deposit by close of business on Wednesday, September 18, 2024 will be considered in default. Any and all inspections that a buyer may want must be done at buyer's expense prior to the close of the online bidding. DJS Auctions, LLC Agents, Representatives or Employees may bid.

Real Estate Taxes and Closing Cost: All real estate taxes will be prorated for 2024. The purchaser will pay all other closing costs associated with the purchaser's side of the sale, including local and state recording fees and any cost associated with the purchaser's loan. The seller will pay for deed preparation and deed tax.

Easements: Subject to any and all easements of record, including road easements and utility easements

Zoning: This property is subject to all state and local zoning ordinances.

Bidder Verification: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, DJS Auctions, LLC will reject the registration, and bidding activity will be terminated. The Seller and DJS Auctions, LLC reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. Bidders agree to keep their username and password confidential as they are responsible for ANY and ALL activity involving their account. When using the web site you must obey any and all local state and federal laws. Violations will result in termination of web site use privileges.

Agency: DJS Auctions LLC's Agents and Representatives are agents of the Seller. Buyer and or Bidder agrees to hold harmless and indemnify DJS Auctions LLC and its Agents and its Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs, fees, etc.

NEW DATA, CORRECTIONS, AND CHANGES: Please check for updated information prior to scheduled auction time to inspect any changes, corrections, or additions to the property information. Disclaimer & Absence of Warranties: All information contained in this information packet and all related materials are subject to the terms and conditions outlined in the Contract

for Sale of Real Estate agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation either expressed or implied, concerning the property is made by the Seller or DJS Auctions LLC, Agents or Representatives. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in the brochure and on the website is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller, DJS Auctions, LLC, Agents or Representatives. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. All decisions of DJS Auctions, LLC are final. Any dispute between DJS Auctions, LLC, its Agents or Representatives and the Buyer(s) will be tried in a court of jurisdiction in Montgomery County, Kentucky. By bidding on the property, buyer agrees to all terms and conditions set forth.

Auctioneer/Broker/Seller Disclaimer: The information contained herein is believed to be correct to the best of the auctioneer's knowledge. The information is being provided for the bidder's convenience and it is the bidder's responsibility to determine the information contained herein is accurate and complete. The property is selling in its 'as-is' condition with no warranties expressed or implied.

For additional information, contact DJS Auctions, LLC at 309-530-4596.