

**TERMS AND CONDITIONS OF AUCTION  
BIDDER'S AFFIDAVIT  
December 9-11, 2008**

**INTERSTATE AUCTION® COMPANY**  
1100 Johnson Ferry Road, Suite 588  
Atlanta, Georgia 30342  
(404) 303-1232

THIS AGREEMENT, between, Interstate Auction® Company hereinafter referred to as "Auctioneer", and the undersigned "Bidder", entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ pursuant to the laws of the State of Georgia, is based upon mutual promises, undertaking and considerations recited herein in connection with the auction conducted on this date by Auctioneer and attended by Bidder. In order to be allowed to bid on property at the auction, Bidder must agree in writing to the following terms and conditions, and be issued a bid card from Auctioneer:

1. Auctioneer is the agent of the Seller of the Property offered for sale by auction and does not represent the Bidder.
2. Bidder desires to bid upon property offered at the auction.
3. In consideration of the Seller and Auctioneer allowing Bidder to bid on the property at the auction, Bidder hereby acknowledges and agrees that if Bidder is the high bidder for the Property, then Bidder will immediately upon being declared the high bidder submit to Seller a written offer on the contract form provided by the Auctioneer for the property, with no changes made by Bidder to the contract form. Bidder hereby acknowledges that Bidder has a copy of the contract form: AUCTION PURCHASE AND SALE AGREEMENT along with the ADDENDUM: BNG REO ADDENDUM-AUCTION4.
4. Seller and Auctioneer have agreed that this sale is to be conducted by including a buyer's premium of Ten Percent (10%) paid by the Bidder upon the final high bid price as determined by the Auctioneer. Said buyer's premium shall be added to the high bid price to determine the total purchase price. The buyer's premium will be included in the purchase price and will not be paid separately.
5. Bidder acknowledges and agrees that payment of the Buyer's Premium shall not make Auctioneer the agent of the Bidder and that Auctioneer continues to act as the agent of Seller in the sale of the Property.
6. Bidder agrees to make the required down payment, as announced at the auction, by check or cash payable to Interstate Auction Company, the escrow agent, upon signing the Auction Purchase and Sale Agreement immediately upon being declared the high bidder. The down payment for homes will be \$2,000 per property. The down payment for lots and land will be 10% of the total purchase price. The down payment will be deposited into Interstate Auction Company's real estate escrow account after the contract has been signed by all parties. The down payment will be applied towards the total purchase price.
7. Seller reserves the right to accept or reject any and all bids and offers for the property.

8. Any offer made by Bidder will be open for acceptance or rejection by the Seller for until **Monday December 15<sup>th</sup> at 6pm**. If an offer made by Bidder is rejected by the Seller, Bidder will be promptly notified, and all earnest money will be promptly returned to Bidder, and Seller and Auctioneer will have no further obligation to Bidder.
9. All closings will be conducted by the attorneys designated by the Seller in the contract addendum.
10. Seller financing requires Seller approval. The contract is for cash and is not contingent upon financing from seller or any other sources.
11. A two percent (2%) commission based on the high bid, will be paid to any properly licensed real estate agent who represents the Bidder, provided that the Bidder closes escrow for the property and the real estate agent does all of the following:
  - a. Complete the official Broker Prospect Registration Form for the auction and submit it, via facsimile to Auctioneer 48 hours prior to the start of the auction. All Broker Prospect Registrations must be submitted prior to any visit to the property by the bidder and prior to any contact between bidder and Auctioneer. All buyers' broker registrations must be acknowledged by Auctioneer in writing to be valid.
  - b. Review the TERMS AND CONDITIONS OF AUCTION with the bidder.
  - c. Professionally assist the bidder by providing relevant advice and property information.
  - d. Attend the auction with the Bidder
  - e. Complete the Buyer's Broker information on the Auction Purchase and Sale Agreement.
12. Auctioneer reserves the right to add or delete any property from this auction or to alter the order of sale of properties to be auctioned.
13. Bidder acknowledges that Bidder has inspected any property bidder will bid on, and Bidder is relying solely on Bidder's own investigation of the property and not on any information provided or to be provided by Seller or Auctioneer. Bidder further acknowledges and agrees that any information provided by or on behalf of Seller with respect to the property including, without limitation, all information contained in any property information package previously made available to Bidder by Seller and Auctioneer was obtained from a variety of sources and that Seller and Auctioneer make no representation as to the accuracy or completeness of such information.
14. Seller and Auctioneer reserve the right to remove any Bidder from the auction for causing a disturbance or otherwise disrupting the auction.
15. The property will be sold by Seller to Bidder on an "as is, where is, and with all faults" basis. Bidder accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Bidder acknowledges and agrees that the Seller and the Auctioneer have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, or as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including, without limitation, the water, soil and geology; (ii) the income to be derived from

the property; (iii) the suitability of the property for any and all activities and uses which buyer may conduct there from; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose or the property; (vi) the manner or quality of the construction or materials, if any, incorporated into the property; (vii) the manner, quality state of repair of the property; (viii) the existence of any view from the property or that any existing view will not be obstructed in the future; or (ix) any other matter with respect to the property, and specifically, without limitation, that seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans With Disabilities Act or with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 D.F.R., Par 261), or the disposal or existence, in or on the property, of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated there under).

16. Bidder and anyone claiming by, through or under bidder hereby fully and irrevocably release Seller and Auctioneer and their respective employees, officers, directors, representatives and agents from any and all claims that buyer may now have or hereafter acquire against Seller and Auctioneer, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property, or any portion thereof. This release includes claims of which buyer is presently unaware or which buyer does not presently suspect to exist in his favor which, if known by buyer, would materially affect buyer's release of seller and Auctioneer. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that the property is sold by Seller and purchased by bidder subject to the foregoing.

Agreed to this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

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Bidder's Signature

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Print Name

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Auctioneer