



Farmer Auctions

29 Wildwood Road
Salem, VA 24153
540-633-BID1 (2431)

DRIVEN BY SERVICE, PROVEN BY RESULTS

TERMS AND CONDITIONS for COMMERCIAL REAL ESTATE AUCTION

21860 Highway 49

Skipwith, Virginia 23968

Thank you for participating in this auction. Good luck!

All bidders must register acknowledging that they have read and agree to these “Terms and Conditions” of the sale as outlined prior to bidding. It is important that you familiarize yourself with the terms and conditions as all sales are final and irrevocable. The terms of sale are non-negotiable. Registration at the auction (online and/or in person) finalizes each bidder's agreement to the terms and conditions of sale as stated in the Contract and its Addenda which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. Bidders may register online to bid on the specific property in question. There is no fee to register. By bidding you are representing to Farmer Auctions/Jarrod Hines ("Agent" and/or "Auctioneer") and the seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. If you do not agree with any of the terms and conditions stated **DO NOT BID** or you will be bound by those terms and conditions. By bidding you agree to all disclosures.

REAL ESTATE TERMS:

1. **TERMS OF SALE:** This Auction is being conducted subject to the Terms and Conditions of Sale and the Sealed Bid Auction Real Estate Contract of Purchase Agreement. State of Virginia, Mecklenburg County.
2. **BIDDER'S INFORMATION PACKET:** Detailed Bidder's Information Packets containing the Sealed Bid Auction Real Estate Contract of Purchase, tax parcel numbers and bidding instructions are available from Auction Company via email, fax or mail order.
3. **PROPERTIES OFFERED SUBJECT TO SELLER CONFIRMATION:** The real property is being offered in its entirety and is offered subject to the seller's confirmation of the highest bid.
4. **BIDDING:** The property being offered via a sealed bid auction.

ELECTRONIC MAIL BIDS, U.S MAIL BIDS, BIDS DELIVERED BY DELIVERY SERVICE (UPS, FEDEX, ETC.): To participate and bid in the auction via mail, delivery service or electronic mail, all fully executed and signed Sealed Bid Auction Real Estate Contract of Purchase Agreements must be completed and delivered to Jarrod Hines, Auctioneer, Farmer Auctions, on or before 5:00 PM Eastern Time, Wednesday, November 6, 2019. All bids sent through U.S. Mail or by delivery service, must be sent by certifiable means, requiring a signature upon receipt. Bids may be emailed, mailed or delivered to: Jarrod Hines, Auctioneer 29 Wildwood Road, Salem, VA 24153 jarrod@farmer-auctions.com

5. **BID BASIS:** Bidding is by a lump sum bid, not per acre.
6. **BUYER'S PREMIUM:** A six and a half percent (8.0%) buyer's premium must be added to the final High Bid to determine the total Purchase Price.

Example: \$225,000.00 bid + \$18,000.00 buyer's premium = \$243,000.00 total purchase price

7. **EARNEST MONEY DEPOSIT:** A Deposit of \$5,000.00 must accompany the bid either by cashier's or certified check or wire transfer. Deposit checks must be made payable to "Farmer Auctions ". Cashier's checks will not be deposited during the bid consideration period. All Deposits on offers not accepted will be returned to the respective bidders by November 15, 2019 with time allowed for mail delivery. Deposits for accepted winning Bids are NON-REFUNDABLE and will be deposited to the Escrow account of Farmer Auctions, and held per the terms of the Sealed Bid Auction Real Estate Contract of Purchase Agreement. Call 540-384-0100 or 540-250-2964 for wiring instructions.
8. **BID OPENING:** Bids will be opened at Farmer Auctions, 29 Wildwood Road, Salem, VA on Wednesday, November 6, 2019 at 5:01 PM, Eastern Time. Only the high bid will be announced.
9. **NOTIFICATION OF ACCEPTED BIDS:** The successful bidder(s) will be notified if their bid(s) has/have been accepted by 6:00 PM Eastern Time on Wednesday, November 6, 2019.
10. **TIE BIDS:** In the event of any tie bids, all tied bidders will be given another opportunity to make their best and final offer with 5 business days' notice.
11. **SETTLEMENT:** Seller will prepare, and Buyer(s) will accept, a General Warranty Deed. Buyer(s) and Seller shall pay their own settlement costs as is customary in the Commonwealth of Virginia. Each party will be responsible for its own attorneys' fees. Seller is providing a commitment for title insurance for all Auction Tracts. If Buyer elects to purchase title insurance, the title insurance premium shall be at the Buyer's expense. All

Auction Tracts shall be conveyed per the Property Description in the commitment for title insurance. The settlement date shall be on or before December 7, 2019.

12. **ALL SALES ARE FINAL:** All property is auctioned "AS IS, WHERE IS" with all faults in its condition at the time of sale without recourse by way of refund, reduction of the purchase price, or otherwise. Bidders should perform such independent investigation with respect to the property as they deem necessary or appropriate.

13. **FINANCING:** Your bidding and purchase of the property is not conditional upon financing. Be sure you have arranged financing, if needed, and are capable of paying cash at closing. Any and all buyers requiring financing MUST present a letter of qualification or pre-approval to Jarrod Hines, Auctioneer prior to the submittal of a sealed bid auction contract of purchase.

14. **BROKER PARTICIPATION:** Any appropriately licensed Virginia broker whose agent properly registers the successful high bidder will be paid a commission of 20% of the net buyer's premium at settlement by the Seller. Broker Participation Applications must be on a Farmer Auctions Broker Participation form and contain the name, address and signature of agent and prospect as well as the Broker's license number and Federal Tax ID number. The form must be received by Jarrod Hines Auctioneer, Farmer Auctions, in conjunction with the receipt of or accompanying the Sealed Bid Auction Real Estate Contract of Purchase Agreement and Deposit, no later than 5:00pm, Wednesday, November 6, 2019. Agents acting as principals buying on their own account, on account of a business in which they are a principal member, on behalf of family members, other licensed real estate agents, or who represent prospects that have had prior contact with the Seller or Auction Company are not eligible. An agent may register multiple qualified bidders.

15. **BOUNDARY LINES:** Boundaries on aerial photos and topographic maps are approximate. Potential buyers will have ample opportunity to inspect boundary lines during scheduled property tour dates or by scheduling a private tour of the property. Buyer assumes all risk associated with entry upon the land and traversing the land.

16. **ACREAGE AND SQUARE FEET:** All acreages and square feet descriptions are approximate. If there is a discrepancy between the seller, Farmer Auctions, its contractors, employees, affiliates, assigns and the actual acreage and/or square feet as determined by a surveyor or appraiser, the final accepted high bid and subsequent sales price including the buyer's premium will not be adjusted. The statements, while not guaranteed, are from reliable sources. Any costs incurred in establishing boundaries shall be the responsibility of the buyer. Each sale is subject to easements, rights-of-way, reservation and/or restrictions of record.

17. **RESERVE AUCTION:** Once declared the high bidder and signing the required Sealed Bid Real Estate Contract of Purchase Agreement, the offer shall be irrevocable for seven (7) business days from the date of submission, and shall not be withdrawn for any reason by buyer. If not accepted by seller within that time frame by delivery of a signed copy of the Sealed Bid Real Estate Contract of Purchase Agreement, the Sealed Bid Real Estate Contract of Purchase Agreement and the buyer's offer shall become null and void and the deposit held by the auction company shall be promptly returned to the buyer.

18. **INDEMNIFICATION OF AGENT AND CLOSER:** Buyer jointly and agrees to indemnify and hold closer and agent their agents, principals, associates, affiliates, assigns and employees harmless against any and all losses, claims, damages or liabilities and expenses not resulting from agent or closer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by agent or closer hereunder relative to the performance of their duties related to the parties or the property, including without limitation any litigation arising from or in respect of this contract or the transactions contemplated hereby. Closer and agent shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Closer and agent are authorized to act on any document believed by them in good faith to be executed by the proper party or parties, and will incur no liability in so acting. Closer and agent are in all

respects and for all purposes third party beneficiaries of this contract to the extent that this contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties. ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS OBLIGATION OF BUYER FOR THE BENEFIT OF SELLER, CLOSER, OR AGENT IN THIS CONTRACT SHALL SURVIVE THE CLOSING AND/OR TERMINATION OF THIS CONTRACT.

19. **GENERAL:** The information contained in this brochure and otherwise provided by Seller and Auction Company is subject to verification by all parties relying on it. No liability for its accuracy, error, or omissions is assumed by the Seller or the Auction Company.

20. **AGENCY:** Jarrod Hines, Auctioneer, Farmer Auctions and his representatives represent the Seller.

21. **QUESTIONS:** Sale related questions should be directed to: Jarrod Hines at 540-250-2964 or jarrod@farmer-auctions.com, Sale related or Lise Burnett, Century 21 at the Lake, at 434-738-7752 or C21Lise@yahoo.com

Farmer Auctions VA4007 VAF1007

Thank you for attending today's auction. Good luck!

All bidders must register acknowledging that they have read and agree to these "Terms and Conditions" of the sale as outlined prior to bidding. It is important that you familiarize yourself with the terms and conditions as all sales are final and irrevocable. The terms of sale are non-negotiable. Registration at the auction (online and/or in person) finalizes each bidder's agreement to the terms and conditions of sale as stated in the Contract and its Addenda which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. Bidders may register online to bid on the specific property in question. There is no fee to register although a valid credit card will be required to verify identity and funds. By bidding you are representing to Farmer Auctions ("Agent" and/or "Auctioneer") and the seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. If you do not agree with any of the terms and conditions stated **DO NOT BID** or you will be bound by those terms and conditions. By bidding you agree to all disclosures.

Bidder Registration: By registering and accepting a bidder number to participate in this auction, all bidders agree to abide by all of the Terms and Conditions of sale.

Announcements: All announcements made the day of auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale. Seller reserves the right to withdraw property from auction at any time.

Auctioneer Rights: All decisions of the Auctioneer are final. The Auctioneer reserves the right to reject any bid or bidder and has the right to accept back-up contracts the day of the sale. In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer.

Earnest Money Deposit: In order to register to bid, and unless bidding online, each bidder must present to an auction company representative at the auction a certified check, cashier's check or cash in the amount of **\$5,000.00**. This amount shall be the Minimum Required Deposit only if they are the high bidder. If the winning bidder is an online bidder, that bidder has 48 hours to remit the earnest money deposit, in the form of a wire transfer, certified check, cashier's check or cash. For any winning bidder, the remaining balance of the Total Purchase Price is due within THIRTY (30) days from the date of the offer's commencement date. Deposit funds are non-refundable. Electronic wire funds, credit card, and cashier's checks are the only forms of payment accepted. If you are a resident / citizen of a country outside of the US, certified funds (bank check, wire transfer, certified checks) are required for the down payment and closing. Once the Seller approves the Sale, the deposit will be credited to the Contract. The balance of the purchase price and all closing costs are due at closing. Closing costs generally total approximately \$1,400 and include title exam, title policy, closing fee, filing costs and any other fees noted. Deposits will not be forwarded to any title company, or other party, for closing until Farmer Auctions' bank has received "cleared funds" for the deposit. If paying with a certified or cashier's check,

the check(s) should be made payable to yourself, and in the event you are the winning bidder, you will endorse it to Farmer Auctions.

Purchase Price: A 10% Buyer's Premium will be added to the high bid at the auction and become part of the Total Purchase Price. The 10% Buyer's Premium must be paid at the settlement by the high bidder in addition to all other applicable fees and charges described herein and in the Real Estate Contract of Purchase.

Broker Registration: Brokers/Agents must register their client by 5:00 pm on the business day immediately preceding the auction via the Broker Participation Form. A commission of 10% of the net 10% buyer's premium charged or 10% of any net negotiated commission will be paid to any property registered broker whose client purchases real estate at the auction and closes in full. It is the responsibility of any agent representing a client to have completed and returned the Broker Participation Form by the published deadline. No registration forms will be accepted at the auction. Brokers MUST attend the auction with their client or be present as their client executes any online bidding. Brokers and agents are not eligible for a commission if they are the actual purchaser.

Bidding Process: The property may be offered in one or more lots. No bid may be withdrawn by a bidder once made to the Auctioneer. All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property "sold" and the auction has concluded. The Auctioneer reserves the right, but has no obligation, to bid on behalf of the seller up to the undisclosed reserve price, unless the property is being sold "absolute" or the "reserve has been met". The Auctioneer will call the sale and control any increments of bidding. The bidder's number is nontransferable.

Internet Bidding: This property is being sold subject to seller confirmation of the highest bid. THIS IS NOT AN ABSOLUTE AUCTION. This property is being offered at LIVE AUCTION on July 30, 2019 at 2:00 pm, onsite at 634 Jubal Early Highway, Wirtz, VA. ONLINE BIDDING IS ALSO AVAILABLE now through JULY 29 at <https://bids-farmerauctionsonline.com/auctions/nyVH9bc77Wip909Hksn7>. HOWEVER, THE HIGHEST ONLINE BID IS NOT THE WINNING BID. The highest online bid will be communicated to all live bidders at the live auction on July 30, and will be the opening bid. Online bidders MUST PLACE THEIR BEST AND FINAL OFFER ONLINE. ONLINE BIDDING WILL NOT BE AVAILABLE THE DAY OF THE LIVE AUCTION. If no live bid exceeds the online bid, the online bidder will be notified that he/she is the high bidder, and if the seller has agreed to accept the bid. Farmer Auctions, its affiliates and assigns are not responsible for malfunctions or system errors which cause a bid or bidder to fail to be recognized or registered. In the event of a dispute or loss of internet bidding platform functionality, both the online bidders and the live bidders accept that the auctioneer may re-open the bidding at the auctioneer's sole discretion and shall serve as the sole arbiter as to who is or is not allowed to bid.

All Sales are Final: The buyer acknowledges that they have read the Real Estate Contract of Purchase and the Terms and Conditions of Sale provided by Auctioneer and accept the Real Estate Contract of Purchase without any changes to the pre-printed text. The buyer must sign all contract documents immediately after the auction.

Completion of Purchase Documentation: If the winning bidder is a live bidder, all required purchase documentation will be signed by the winning bidder immediately following the auction. If the winning bidder is an online bidder, the Auctioneer or Title Company shall contact provide, within 24 hours immediately following the close of the auction, all documents to the buyer by electronic mail, telephone or facsimile for execution. The buyer will be required to sign and return all purchase documents to Auctioneer via overnight delivery. Buyer shall have 48 hours following the auction to return all completed documents or shall be subject to paying a

liquidated damages amount equal to the down payment. If you wish to have the purchase documents reviewed by an attorney, please contact Auctioneer PRIOR to the Auction and we will provide them to you for review so as to not delay the post auction process. You may also obtain a copy of our current contract on our website at www.farmer-auctions.com. The contract is not subject to negotiation.

Real Property- Sold "AS IS, WHERE IS": The real property, offered for sale at the auction is being sold "AS IS", "WHERE IS", "WITH ALL FAULTS AND DEFECTS", "WITH NO GUARANTEES OR WARRANTIES EITHER EXPRESSED OR IMPLIED", except as expressly provided for in the Real Estate Contract of Purchase and Terms and Conditions of Sale. Although information has been obtained from sources deemed reliable, the auctioneers, their affiliates, assigns, employees, attorneys, nor the seller make any guarantee or warranty of any kind expressed or implied as to the accuracy of the information contained in the any of the documents used in the marketing and advertising of the property, informational packets, or any other documents containing information about said property. Each potential buyer is encouraged to perform his/her own independent inspections, inquiries and due diligence concerning the described property. The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient's risk. It is the buyer's responsibility to inspect the property prior to bidding to make their determination as to the condition or seek professional inspection (at the buyer's expense) of the property. Buyer agrees to accept property with its current zoning, easements, and any and all right-of-ways that carry with it. All information is taken from sources deemed to be accurate and reliable, all measurements are approximate and not to scale. The seller and the auctioneers, Farmer Auctions, contractors, employees, firm, brokers, affiliates or assigns assume no liability in this matter. Any and all announcements made the day of auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale but shall in no event form the basis of any representation or warranty by seller or auctioneers.

NOTICE: Institutional and Fiduciary Sellers (courts, government agencies, banks and trustees) have not occupied the properties and have NO information to provide for disclosure. Properties are sold 'As Is - Where Is' and should be fully inspected prior to bidding on. By bidding on the property, you are accepting all terms and conditions stated herein.

Financing: The purchase is not contingent on the buyer's ability to obtain financing or buyer's qualification for financing.

Breach or Failure to Close (Default): If any conditions contained herein are not complied with by the buyer, or the buyer fails to close in accordance with the Real Estate Contract of Purchase, the earnest money deposit will be forfeited as liquidated damages. However, such forfeiture shall not preclude Farmer Auctions or the seller from enforcing additional remedies available as detailed in the Real Estate Contract of Purchase.

Environmental Disclaimer: The seller and Farmer Auctions, agents, contractors, employees, affiliates and assigns do not warrant or covenant with buyers with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state, or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises. Buyer is to rely upon their own environmental audit or examination of the premises.

Acres and Square Feet: All acreages and square feet descriptions are approximate. If there is a discrepancy between the seller, Farmer Auctions, its contractors, employees, affiliates, assigns and the actual acreage and/or square feet as determined by a surveyor or appraiser, the final accepted high bid and subsequent sales price

including the buyer's premium will not be adjusted. The statements, while not guaranteed, are from reliable sources. Any costs incurred in establishing boundaries shall be the responsibility of the buyer. Each sale is subject to easements, rights-of-way, reservation and/or restrictions of record.

Reserve Auction: Once declared the high bidder and signing the required Real Estate Contract of Purchase, the offer shall be irrevocable for seven (7) business days from the date of submission, and shall not be withdrawn for any reason by buyer. If not accepted by seller within that time frame by delivery of a signed copy of the Real Estate Contract of Purchase, the Real Estate Contract of Purchase and the buyer's offer shall become null and void and the deposit held by the auction company shall be promptly returned to the buyer.

Indemnification of Agent and Closer: Buyer jointly and agrees to indemnify and hold closer and agent their agents, principals, associates, affiliates, assigns and employees harmless against any and all losses, claims, damages or liabilities and expenses not resulting from agent or closer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by agent or closer hereunder relative to the performance of their duties related to the parties or the property, including without limitation any litigation arising from or in respect of this contract or the transactions contemplated hereby. Closer and agent shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Closer and agent are authorized to act on any document believed by them in good faith to be executed by the proper party or parties, and will incur no liability in so acting. Closer and agent are in all respects and for all purposes third party beneficiaries of this contract to the extent that this contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties. ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS OBLIGATION OF BUYER FOR THE BENEFIT OF SELLER, CLOSER, OR AGENT IN THIS CONTRACT SHALL SURVIVE THE CLOSING AND/OR TERMINATION OF THIS CONTRACT.

Closing and Transfer: TIME IS OF THE ESSENCE. The balance of the purchase price will be due in THIRTY (30) days from the commencement date, which is the date of mutual execution of the Real Estate Contract of Purchase by seller and buyer. The seller at closing will convey the real estate with a special warranty deed. Buyer is responsible for all customary closing costs associated with closing to include but not limited to all transfer and recordation closing fees, financing expenses, title fees, title insurance, survey, easement and appraisal. Taxes will be prorated from the date of closing.

Please read and complete the information below to acknowledge acceptance of terms:

- I have read and agree to the Terms and Conditions of the auction sale as set forth herein.
- I have read, understand and agree to all of the terms and conditions in the Real Estate Contract of Purchase and will sign the Real Estate Contract of Purchase without making any changes to the pre-printed text.
- I understand that I do **NOT** have an agency relationship with Farmer Auctions, its auctioneers, contractors, employees, brokers, affiliates, or assigns and all parties associated with.
- I accept full responsibility for due diligence on the real estate on which I am bidding.
- I understand that all real estate will be sold **"AS IS, WHERE IS. WITH NO GUARANTEES OR WARRANTIES EITHER EXPRESSED OR IMPLIED"**.
- I understand if I am the successful high bidder the sale of the property is not contingent upon obtaining a certificate of occupancy.

- I understand that, in the event I am the successful high bidder, that a 10% buyer's premium will be added to the high bid, become part of the final purchase price, and is payable at closing.
- I understand that, in the event I am the successful high bidder, and if I fail to close per the Real Estate Contract of Purchase, my earnest money deposit will be forfeited.
- I understand that, in the event I am the successful high bidder in a reserve auction, the seller has seven (7) business days to accept or reject the high bid and that my offer is irrevocable during that time period.
- I understand this agreement will become part of the Real Estate Contract of Purchase if I am the successful high bidder.
- In the case of conflict between the Real Estate Contract of Purchase and these Conditions of Auction Sale for Real Estate, that the Real Estate Contract of Purchase shall take precedence.

BY SIGNING BELOW AND BIDDING, YOU HAVE ACCEPTED THESE TERMS AND CONDITIONS OF AUCTION SALE.

Signature	
Printed Name	
Title (If Business)	
Company	
Physical Address	
City/State/Zip	
Phone	
Fax	
Email Address	