

Online Auction Terms

By registering and/or participating in this auction, you agree to the following terms and conditions:

ONLINE ONLY AUCTION: Property at 3565 Harvey Ave. Cincinnati, OH 45229
offered at online auction that starts to close 10/5/2021 11:00 AM
selling subject to 24-hour seller confirmation.

Property is offered as is, where is with no warranty of any kind, express or implied, including merchantability and fitness for a particular purpose, subject to all easements, restrictions, zoning, covenants, and other matters of record. Bidders shall rely on their own inspection and not upon any description by the auctioneer, owner, or employees/agents of either. No liability for accuracy, omissions, or errors is assumed by the auctioneer, owners, or their agents.

All sales are final. No claim will be considered for allowance, adjustment or rescission of any sale based on failure of the property to correspond to any standard or expectation.

OCCUPANCY/ POSSESSION AT CLOSING. No work can be done on the property by purchaser until possession is given.

CREDIT CARD VALIDATION: To participate in this auction, Shane Watson Auctioneer, ("Auctioneer," "Auctioneers," "we," "us") requires a \$25 authorization hold by major Credit Card prior to bidding. The \$25 is NOT CHARGED, it is merely an authorization held by your financial institution- although it may appear as a pending transaction on your account. It is released by us at the conclusion of the auction but depending on the policies and procedures of your financial institution, may not appear available for three to ten business days. Since the \$25 is only an authorization, it will not be applied toward your purchases, nor will you be penalized if you do not make any purchases. This is a separate transaction from items purchased in the auction. Authorization by credit card at the time of Registration is an Industry Standard Practice among online auctioneers.

IMPORTANT: This is an **ONLINE ONLY AUCTION**. Please do not bid if you are unable to comply with the Contract to Purchase, which must be executed electronically within twenty-four (24) hours of the conclusion of the auction. 10% of the purchase price is due at the conclusion of the auction as **Earnest Money** by wire transfer payable to **RE/MAX Local Experts**. If RE/MAX Local Experts does not receive the earnest deposit within 24 hours of auction close your credit card will be charged. Within thirty (30) days of the execution of the Contract to Purchase, the balance of purchase price shall be paid by wire transfer. Purchaser may pay full amount due on day of sale if desired.

BUYERS PREMIUM: A 10% buyer's premium will be added to the high bid to form the total purchase price.

EARNEST MONEY PAYMENT: 10% of the purchase price is due by Wire Transfer at the conclusion of the Auction. Wire transfer made payable to **RE/MAX Local Experts**.

CLOSING: Auctioneer will select Title Company and Buyer will close within thirty (30) days. Failure to close according to the Contract to Purchase will result in liquidated damages in the amount of one hundred dollars (\$100) per calendar day. Auctioneer and Seller reserve all other legal rights and remedies. There are no buyer contingencies whatsoever. If the buyer is unable to complete the transaction according to the Auction Terms for any reason, the buyer's earnest money deposit shall be forfeited, and Legal action may be instituted.

TAX AND DEED: Buyer shall be responsible for all transfer taxes, recording fees, and title search and deed preparation. Seller shall be responsible for real estate tax *pro rata*, mortgage releases and guarantees to convey a good and marketable title. Buyer is responsible for all other costs associated with closing.

WARRANTY & CONDITION OF ITEMS SOLD: All property is offered as is, where is, with no warranty of any kind, except for marketable title, conveyed by fiduciary deed, subject to all easements, restrictions, zoning, covenants, and other matters of record. Previewing the property is essential. **Bidders shall rely on their own inspection and not upon any description by the auctioneer, seller, or their respective agents.** All dimensions and descriptions are based upon information supplied to the auctioneer, owners and their agents and are subject to possible variation.

LIENS: Property is being sold free and clear of liens; however, the buyer is responsible for his own due diligence, including having the title searched. If any liens are discovered, they will be paid from the proceeds.

USE CAUTION: Please be aware that bidders sometimes increase their own bid to price an item out of reach of other bidders. You should immediately review your bids once submitted. If you mistakenly increase your own bid, place your bidder number in the bid field, or make a typographical error, you must immediately contact our office by email. Use the contact sheet on our website (we must have your request in writing). We will not reverse bids after the auction has closed – NO EXCEPTIONS!

DYNAMIC CLOSING: The closing time of an item is automatically extended an additional 2 minutes whenever a bid is placed within the last 2 minutes of the items closing time. This, FOR EXAMPLE: if an auction is set to close at 3:00pm, if a bidder places a bid at 2:59pm that items closing time will extended until 3:01pm. This process will continue until no additional bids are placed within the 2-minute closing window. It is important to monitor items you are bidding on by refreshing the page as the auction nears closing.

BID NOTIFICATION: If you have placed a bid or have been outbid you will be notified via email. However, it is recommended that you log into your account and review your bids under the My Bids tab. **Disclaimer:** Email service is NOT guaranteed. Please make sure you check your spam/junk folder.

CLAIMS AND RECOVERY: All sales are final. No claim will be considered for allowance adjustment or rescission of any sale based on failure of the property to correspond to any standard or expectation.

ARBITRATION: Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue will be Clermont County Ohio.

LIABILITY: Auctioneer's and Seller's liability shall be limited to the refund of bidder's payment. By registering for and participating in this auction, you specifically disclaim any other claim available at law or in equity.

LIMITATIONS: The above stated Terms cannot be altered except in writing by the Auctioneer.

DAY-OF-SALE ANNOUNCEMENTS: Announcements made day of auction by the Auctioneer shall take precedence over any previous advertising or description. Conduct of the auction increments of the bidding and decisions as to the high bidder will be at the direction and sole discretion of the auctioneer. The information contained on the website is subject to the inspection and verification by all parties relying on it and no offer, contract or guarantee expressed or implied, is given on the information contained on the website. No liability for accuracy, omissions, or errors is assumed by the auctioneer, owners, or their agents. Bidder consents to receive all announcements by electronic mail to the address listed in the bidder's profile.

REGISTRATION INSTRUCTIONS: You need to register to bid. Go to the registration page or click "Register" under the Account tab. By registering on the website, you agree to the terms and conditions of the auction. Once you are registered you can log into the website locate the item/lot to place your bids. Also, you can utilize the Proxy Bidding method. This allows you to place a maximum bid and the software will bid up to that amount only when other bids are received.