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TERMS AND CONDITIONS  
REAL ESTATE AUCTION

2422 / 2430 Raleigh St., Harrisburg, PA 17111

Thank you for participating in our Online Real Estate 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 online auction 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. A \$100.00 hold only will be placed on your credit card when you register to bid in order to verify your identity; this hold will be released within 72 hours of the conclusion of the auction. By bidding you are representing to Jennings and Grosh, Inc. dba Jennings Auction Group ("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. All bidders will be verified by telephone prior to conclusion of bidding. Please be sure to use a working phone number where you can be reached upon registration.

**Auctioneer Rights:** Determination of the final bid acceptance shall be within 24 hours of the online auction closing. High bidder will be notified by telephone if the bid has been accepted.

**Earnest Money Deposit:** If accepted, a minimum deposit of \$10,000.00 or 10% of the total purchase price is required by wire transfer or overnight delivery of certified funds on the next business day after the bid has been accepted. An agreement of sale shall also need to be signed and sent in both an electronic and hard copy to Auction Company. The remaining balance of the Total Purchase Price is due within THIRTY (30) days from the date of the offer's acceptance date. **EARNEST MONEY DEPOSIT FUNDS ARE NON-REFUNDABLE.** Cashier's Check shall be made payable to Jennings and Grosh, Inc.

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**Purchase Price:** A 5% Buyer's Premium will be added to the high bid at the auction and become part of the Total Purchase Price.

**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. The buyer must not have had prior contact with auction company in order for the Broker to be paid a commission. A Broker that registers the successful Buyer, and the Buyer settles on the real estate, shall receive a commission of 2% of the total purchase price. It is the responsibility of any agent representing a client to have completed and returned the Broker Participation Form by the published deadline. Please confirm by telephone with auction company if you do not received a signed acceptance in return.

**Bidding Process:** This property is being sold subject to seller reserve; no bid may be withdrawn by a bidder once it has been made. All bids are an irrevocable offer to buy and shall remain valid and enforceable until acceptance or refusal of offer by Seller. A decision shall be made with 24 hours of the conclusion of the online bidding. The minimum opening bid for the auction property is not to be misconstrued as the reserve price.

**Internet Bidding:** This is an Online Only Auction, there will be no live bidding.

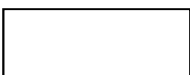
**All Sales are Final:** The buyer acknowledges that they have read the Real Estate Contract of Purchase and the Terms and Conditions of Sale provided by Auctioneer and accept the Real Estate Contract of Purchase without any changes to the pre-printed text.

**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 three (3) days 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. 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

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**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, Jennings and Grosh, Inc. dba Jennings Auction Group, 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 obtaining financing or qualification.

**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 Entrusted Auctions or the seller from enforcing additional remedies available as detailed in the Real Estate Contract of Purchase.

**Environmental Disclaimer:** The seller and Jennings and Grosh, Inc. dba Jennings Auction Group, agents, contractors, employees, affiliates and assigns do not warrant or

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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.

**Acreage and Square Feet:** All acreages and square feet descriptions are approximate. If there is a discrepancy between the seller, Auction Company, 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.

**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

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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 sign below to buyer representations:**

- 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 Jennings and Grosh, Inc. dba Jennings Auction Group, 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 5% buyer’s premium will be added to the high bid to become part of the final purchase price.
- 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 24 hours 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.

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**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	

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