



Dr. Aldo Fonticiella Estate, 8542 Strong HWY, Strong, AR 71765

I acknowledge this is a confirmation auction and that my offer will be **subject to the seller confirmation**. By signing this certification and returning it to the offices of SOLDasap.com or an employee or contractor therein, I hereby certify that:

1. I understand that if I am the successful bidder, I will be required to sign the agreement of purchase and sale immediately upon notice of being the successful bidder. I understand that it is a **legally binding contract**.
2. I understand that a **10% buyer's premium** will be added to my final bid and is due in addition to my final bid to complete the final purchase price. Final bid + 10% of the final bid = Contract Sales Price.
3. I understand that the **Auctioneers are working for the Seller**, there is no relationship of dual agency.
4. I understand that the purchase price of the property will become public information immediately following the auction and that this information may be published.
5. I understand that the property has or has not been surveyed for this auction. I understand that if the buyer desires a full survey, it will be at the buyer's expense. **NO survey provided**.
6. I inspected the property prior to bidding or had the opportunity to do so. I understand that all **property is selling AS IS, WHERE IS and No warranties are expressed or implied**. **NOTE:** There has been extensive water damage due to a water line bursting this winter. The downstairs flooring and Sheetrock will need to be repaired and replaced. Mold could be present.
7. The seller or the auction company are not responsible for clean-up of the property.
8. I understand that the property contract will **not** be **contingent** upon my ability to obtain financing or any other reason. Upon becoming the high bidder, I understand that I will be required to sign a certified check in the amount of **\$15,000**, made payable to SOLDasap, LLC as an earnest money deposit. I understand that the earnest money deposit would be forfeited if I failed to close on this property. The final bid on the property is irrevocable.
9. I understand that the closing will take place not more than **30 days** from the date the IRS approves the sale, sooner if buyer and seller agree. **Time is of the essence**.

10. I understand that the Auctioneer reserves the right to conduct the auction in an orderly fashion, without interference or nuisance. Conduct of the auction and increments of bidding are at the sole discretion of the auctioneer. In case of a dispute among competitive bidders, auctioneer may reopen bidding to identify the high bidder or may declare on as the successful bidder. Any and all decisions by the auctioneer shall be final. **The auction company is not responsible for missed bids or any technical difficulties such as lost internet connection on the buyers end or computer malfunction.**

11. I understand that the announcements made by John & Tasabah Malone, at the time of sale, take precedence over any and all preprinted material. I also understand that announcements & preprinted material referring to the property description, utilities, property conditions, survey, square footage, acres, footage or school district are believed to be correct but are not guaranteed. If I wish to know these details, I must verify them on my own prior to bidding.

12. I understand that this sale is **subject to IRS confirmation**. Buyer will allow the IRS 45 days to approve or decline the highest bid. All liens will be removed prior to closing, or buyer will be refunded earnest money. Buyer agrees closing to take place within 30 days of IRS approval of sale. I understand that my bid is irrevocable.

13. I understand that buyer will pay buyer's closing cost and sellers will pay seller's closing cost.

14. Buyer shall have the right to review a commitment to provide title insurance prior to Closing. If title issues occur and seller is unable to provide marketable title, seller shall have a minimum of 30 days to cure the objections.

15. Taxes will be prorated as of closing and paid by seller. Revenue Stamps will be split between buyer and seller.

16. I understand that if I fail to sign the purchase agreement immediately upon notice of being the high bidder, I will lose my rights to purchase the property, the auctioneer & seller will have the right to reopen the bidding, sell the property to another bidder & I will pay the auction company 10% of my final bid.

17. I understand that the collusion or bid rigging is a federal felony.

18. I understand that participation in the auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, and employees, shall have no liability on any basis.

19. By registering, I acknowledge receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agree to be bound by both.

20. Copyright: I understand the Auction is the exclusive intellectual Property of the Auctioneer and may not be recorded, reproduced or used in any form by anyone other than by Soldasap, LLC.

21. No commission will be paid to an agent or broker who is participating in the purchase of the property as a principal. Registration of agents/brokers by other agent/brokers will not be accepted.

ENTITY IN WHICH BIDDER WILL TAKE TITLE: _____

PRINTED NAME: _____

SIGNATURE: _____

SIGNATURE: _____

WITNESS SIGNATURE: _____

ADDRESS: _____

PHONE: _____ CELL PHONE _____

EMAIL: _____

DATE OF SIGNATURES: _____