

Terms & Conditions – FCV – Roach

Terms & Conditions:

A 10% buyer's premium will be added to the final high bid to determine contract price. A deposit of \$15,000 in certified funds per tract is due on sale day with the balance due in 30 days from the sale date. The high bidder will be required to sign a contract the day of the sale and pay the deposit. **NOTE:** By bidding at this sale, the Buyer hereby acknowledges receipt of and agrees to all these Terms and Conditions.

Due Diligence: Any reliance on the content of information provided shall be solely at the recipient's risk. All information is believed to be correct but is not guaranteed. Bidders must conduct and rely solely upon their own due diligence. The property is being sold "AS-IS" with all faults.

Controlling Law:

The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the sale shall be governed and interpreted by the laws of the Commonwealth of Virginia. By making an offer at the sale, whether present in person or by agent, written offer, telephone, online or other means, the participant shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia.

Acceptance of the terms is acknowledged by placing a bid.

Compliance:

For the purpose of ensuring compliance with applicable federal regulations restricting "related party" transactions by Farm Credit of The Virginias, ACA (Bank), Purchaser represents and warrants to Bank that as of the date of this Contract, Purchaser is not an employee, director, or officer of Bank or an immediate family member (meaning spouse, parent, sibling, child, step child, parent-in-law, sibling-in-law, or daughter-in-law) of any employee, director, or officer of Bank.

If Purchaser is a corporation, partnership, limited liability company, or other entity, Purchaser represents and warrants that none of its manager(s) or owner(s) are related parties of Bank as described above, unless Purchaser is a public company whose entity is traded on a national recognized exchange, in which case, only a controlling interest shall be considered for purposes of this representation.

If Purchaser is a trust, Purchaser represents and warrants that neither is trustee(s) nor its beneficiaries are related parties of Bank as described above.