**AUCTION AGREEMENT**

This Auction Agreement is made on **\_\_\_\_\_\_\_**, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(the "Seller") and **Dudley Auctions Inc. dba Dudley Resources** (“Company”) for the properties listed below (the "Property").

**Address:**

**Parcel ID:**

**Legal Description:**

**AUCTION TERMS**

**Sale Date: November 18, 2021**

**Closing Within: 30 Days**

**Sale Location: Online**

**Opening Bid: $ 150,000**

**Minimum Reserve: $**

**(Includes 10% Buyer’s Premium)**

**Commission/Buyer’s Premium: 10% of High Bid**

**(Paid by Buyer)**

**Marketing Fee: $0.00**

**(Paid by Seller at Settlement)**

**Postponement/Cancellation Fee: 1% of Tax Assessment Per Parcel**

**Not Accepting Pre-Auction offers. All Offers will be Presented to the Commitee at the Auction. Seller Reserves The Right to Accept Or Refuse And And All Offers**

**GENERAL TERMS**

* **Company Authority & Obligations.** Company shall have the full authority to conduct the sale of the Property in the type, manner and method that Company deems appropriate to achieve a sale of the Property under the terms and conditions specified by the Seller. Company is hereby given complete authorization to offer the Property for sale at or above the listing price, if any, or at or above the reserve price, if any, before auction, at auction or after auction, upon Seller consent. Nothing in this Agreement shall obligate the Company to select or pursue one method of sale over another.
* **Extension of Listing Term.** If the Property is not sold at Auction (or at any subsequent rescheduled/postponed auction, to include any auction held after a prior unsuccessful auction), Seller agrees to extend the Company’s exclusive right to list the Property until 180 days from the execution of this agreement.
* **Commission/Buyer’s Premium.** The Company will charge a Commission/Buyer’s Premium as identified above. The Commission/Buyer’s Premium will be added to the amount of the high bid to become the total purchase price of the Property, which shall be due and payable at settlement/closing. The Commission/Buyer’s Premium will be deemed earned by the Company upon the sale of the property at auction, which shall be deemed to have occurred at the fall of the auctioneer’s hammer. Upon the effective date of this Agreement, the Company shall be entitled to the Commission/Buyer’s Premium identified above at the time of any transfer of the Seller’s interest in the Property (including any sale of any applicable promissory note) up to and including any auction of the Property. In the event of default due to the fault of the Purchaser, the Company, as their commission, shall retain the deposit.
* **Property Evaluation.** Upon execution of this Agreement, the Seller shall provide Company will a $0 Property for Property Analysis Fee.This fee shall be reimbursed to Seller upon sale of the Property. Upon evaluation of the Property, if Company determines that it cannot meet the Seller’s objectives, the Company may terminate this agreement, in writing, with no further obligations of any kind due from the Company.
* **Postponement/ Cancellation Fee**. Seller acknowledges that if Seller postpones or cancels the auction without advance written consent of the Company, such Postponement or Cancellation will cause the Company to incur substantial economic damages and losses that are impossible to compute and ascertain with certainty and that liquidated damages represent a fair, reasonable and appropriate estimate thereof.

Accordingly, Seller agrees to pay the Company the Postponement fee set out above. For the purposes of this Agreement, “Postponement” shall mean the delaying of a scheduled auction for a period of time not to exceed 90 days from the date of the Company receiving notification from the Seller of a desire to delay the scheduled auction. Any Postponement of a scheduled auction for more than 90 days shall be deemed to be a Cancellation. Seller understands that Postponement may cause additional costs and expenses to conduct an auction at a future time.

In the event of a Cancellation of a scheduled auction, Seller shall pay to the Company the Cancellation fee set out above. “Cancellation” of a scheduled auction shall mean the notification by the Seller to the Company that the Seller no longer wishes to auction the Property pursuant to this Agreement or a postponement of a scheduled auction for more than 90 days.

* **Cooperating Broker Commission.** The Company may offer a commission to a cooperating real estate brokerage firm (“Buyer’s Agent”) in order to recruit and pre-register bidders for the sale of the Property. Seller and the Company agree that such a commission may be offered to a Buyer’s Agent and that a commission will be paid to a Buyer’s Agent whose pre-registered bidding purchaser attends the sale and settles in accordance with the auction terms and conditions. Neither Seller, nor any agent of Seller may receive the cooperating broker commission.
* **Multiple Listing Service.** Seller is aware that Company, a CVRMLS member, will file the Property and all pertinent information regarding it with CVRMLS. Such information, together with any other information provided to or obtained by Company with respect to the Property, may be disclosed to prospective purchasers and other brokers and may be included in all listings and other materials distributed by CVRMLS either before or after the term of this listing or the sale of the Property. Seller understands that the primary objective of CVRMLS is to distribute information about property listings to all of its members and that the vast majority of homes for sale in the Richmond Metropolitan area are marketed through CVRMLS. Seller acknowledges that by not allowing the publication of their Property in CVRMLS, Seller will substantially reduce the number of potential purchasers and cooperating real estate offices who would learn about the availability of the Property. It is further understood that Broker will furnish to CVRMLS notice of all changes of information concerning the Property, and that upon completion of a fully executed Property sales agreement, Broker will notify CVRMLS of said sale.
* **Electronic Signatures.** In accordance with the Uniform Electronic Transactions Act regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement.
* **Dual & Designated Agency**. Seller hereby does not consent to dual agency regarding the sale of the Property. Seller hereby does not consent to designated agency regarding the sale of the Property. Dual and designated agency requires written approval of both Seller and purchaser in a real estate transaction prior to commencement of dual or designated agency. Seller is advised that a purchaser may employ the services of a buyer’s agent or representative. Seller should not disclose any confidential information to prospective purchasers or to real estate licensees other than Broker.
* **Disclosure.** Seller acknowledges and understands that if the Virginia Residential Property Disclosure Act is applicable, then Seller must furnish an executed disclosure statement to a purchaser of the Property. If Seller does not furnish such disclosure statement as required by such Act, the purchaser has the right to terminate any contract to purchase the Property.
* **Lead Based Paint.** Owner represents and warrants the Property was built before 1978. If the Property was built before 1978, all federally mandated lead based paints disclosure requirements apply to the Property.
* **Lockbox.** Seller requests the installation and use of a combination lockbox on said Property. Seller authorizes a termite inspector to use a lockbox key for entrance to the property unaccompanied by Company or Company’s authorized agent. Seller is aware and understands that a lockbox is a means by which persons who have authorized access to the lockbox keys may gain entrance. Seller hereby jointly and severally releases and forever discharges Company and all other persons who have authorized access to said lockbox keys from all liability, obligations, causes of action, claims and demands whatsoever which Seller may have by virtue of the installation and use of such lockbox. Seller agrees to notify tenant in writing, if any, of intended use of lockbox.
* **Property Owner’s Association.** Seller represents that the Property is not subject to the Virginia Property Owners’ Association Act. If the Property is subject to such Act, Seller authorizes Company to order a disclosure packet from the Association. Seller shall either pay the Association or reimburse Company for the packet. If not paid prior to settlement, the cost of the packet shall be deducted from Seller’s sales proceeds at settlement.
* **Condominium.** Seller represents that the Property is not subject to the Virginia Condominium Act. If the Property is subject to such Act, Owner authorizes Company to order a resale certificate from the Association. Seller shall either pay the Association or reimburse Company for the certificate. If not paid prior to settlement, the cost of the certificate shall be deducted from Seller’s sales proceeds at settlement.
* **Home Warranty Insurance.** Seller has been advised of the availability of a home warranty program for the Property that covers malfunctions in certain systems and appliances (limitations apply). Seller declines coverage.

* **Recordings within the Property.** If Seller records or allows remote monitoring of audio or video within the Property, Seller understands recording or transmitting audio or video of prospective purchasers or their representatives may result in violation of state and/or federal laws. Further, Seller acknowledges that prospective purchasers may photograph or video the interior of the Property. Seller should remove any items of a personal nature that Seller does not want photographed, recorded or transmitted, such as family photos, paperwork and other personally identifiable information. Seller hereby releases and indemnifies Company, its agents and employees, from any liability which may result from Seller’s recording or transmitting of audio or video on the Property, and from any other person photographing, recording or transmitting any audio, images, or video of the Property.
* **Internet and Other Media.** Seller authorizes the dissemination of Property/sales information to CVRMLS participants, including electronic format, magazines and other media. CVRMLS brokers may publish listings of competing brokers on their web sites. If authorized, Company’s website may also allow third-parties to (i) write comments or reviews about the Property or display a hyperlink to comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the Property (or hyperlink to such estimate) or other listings in immediate conjunction with the Property. If Owner does not want the Property listing or address displayed on the Internet, Owner must complete the “OPT OUT OF INTERNET” section below.

Seller (initial one): \_\_\_\_\_ authorizes OR \_\_\_\_\_ does not authorize third-parties to write comments or reviews about the Property or provide hyperlinks to comments or reviews to any property in immediate conjunction with the Property.

Seller (initial one): \_\_\_\_\_ authorizes OR \_\_\_\_\_ does not authorize an automated estimate of the market value of the Property (or any hyperlink to such estimate) or any property in immediate conjunction with the listing.

**Notwithstanding the above instructions that will be associated with Seller’s MLS Property listing, Seller acknowledges that Broker cannot control the content of third-party websites that may display information or values about Seller’s Property.**

* **Opt-Out Of Internet** . Complete this section only if Seller desires to opt out of Internet display.

Seller may opt out of having the property listing or property address displayed on the Internet by selecting Option A or B below.

Option A: [ ] Seller has advised Company that Seller does not want the Property displayed on the Internet. OR

Option B: [ ] Seller has advised Company that Seller does not want the address of the Property displayed on the Internet.

Seller understands and acknowledges that if Option A has been selected, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their search.

\_\_\_\_\_/\_\_\_\_ (Owner’s Initials).

* **Use of Listing Content; Intellectual Property Assignment.** Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Owner to Company, or otherwise obtained or produced by Company in connection with this Agreement, and any changes to such information (the “Listing Content”), may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

Seller does hereby irrevocably assign and transfer to Broker any and all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits, and other recoveries related thereto, which Seller may have or acquire in and to any and all Listing Content. If Seller irrevocably assigns and transfers to Company the said rights, then Seller represents and warrants to Company that the Listing Content and this assignment of rights to Company does not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller shall indemnify Company against all damages, costs, and liabilities, including twenty-five percent (25%) attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party.

* **Authority to Engage Subcontractors on Behalf of Seller.** Seller authorizes Auction Firm to engage and sign agreements with other real estate agents, real estate firms or any other subcontractors that the Auction Firm deems necessary to help procure a buyer for the Property. Examples include but are not limited to local real estate companies that can add the listing to local MLS systems, local real estate agents to facilitate showings at the Property, or a professional photographer to take photos of the Property.

This Agreement is a legally binding agreement, which may not be modified or changed except by written instrument executed by the parties. It shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia, and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. No assignment of this Agreement shall be made without the prior written consent of the other parties. The parties hereto acknowledge that each of them has received a copy of this agreement. Seller is advised to seek legal advice if the contents of this Agreement are not understood.

Witness the following duly authorized signatures:

**Dudley resources: SELLER:**

By:

Date

Date:

Date