



## AGREEMENT TO PURCHASE REAL ESTATE

1. The undersigned Purchaser \_\_\_\_\_, [ ] being the last and highest bidder, via online auction, for real estate located at (physical address & legal description) \_\_\_\_\_, for the **bid/offer** of \$ \_\_\_\_\_ under the terms and conditions as described and contained herein, &/or provided by the Auction Firm in its Terms & Conditions stated online, hereby confirms his/her/their/its bid, or offer, and agrees to purchase said real estate under the terms set forth in this agreement and posted in the online auction.

2. It is further agreed that a \_\_\_\_\_% "Buyer's Premium" of \$ \_\_\_\_\_ will be added to the above bid, or offer, for a total contract sales price of \$ \_\_\_\_\_, to be paid by the Purchaser in cash at settlement, of which the deposit shall be a part. This purchase is not contingent upon the Purchaser qualifying for or obtaining financing, or any other matters whatsoever. Any/All exception must be addressed under paragraph 13 ("Further Conditions") below.

3. The real estate, and all improvements thereon, if any, is being sold "As-Is, Where-Is", without warranties of any kind, and subject to all restrictions, covenants, easements, matters and conditions of record. All risk of loss or damage to the property by fire, windstorm, acts of nature, vandalism, or any other causes is assumed by the Seller until final settlement. However, the Purchaser may have an insurable interest in the real estate and is encouraged to immediately seek the advice of an insurance professional for protection of any interest the Purchaser may have therein. The Seller agrees to make the property reasonably available during normal business hours to the Firm, the Purchaser, &/or their representatives or agents, for the purpose of making any required post-sale inspections.

4. The Auction Firm, herein referred to as the "Firm", hereby certifies the following:

- [ ] It sold the real estate described herein to the undersigned Purchaser, having tendered the last and highest bid via online auction.  
[ ] It is presenting this pre or post-auction offer contained herein for the Sellers consideration.

A **non-refundable** earnest money deposit (refundable only for pre or post-auction offers rejected by the Sellers) of \$ \_\_\_\_\_, tendered in the form of \_\_\_\_\_, has been collected from the Purchaser and will be deposited into the Firm escrow account immediately (no later than the next business day following ratification of this agreement). All interest acquired, if any, from the deposited funds becomes the sole property of the Firm. The deposit shall be applied toward the total contract price at final settlement of the transaction.

5. Settlement shall be made within \_\_\_\_\_ days of this agreement. **Time is of the Essence.** Settlement is to occur in the offices of the Purchaser's representative specified below. The Seller may choose to allow the same settlement agent to handle their side of closing. However, if a conflict arises between the parties to this agreement, the Seller shall enlist the services of a separate legal representative. All taxes will be pro-rated as of the date of final settlement.

6. The Seller agrees to provide merchantable title and will convey the property by General or Special Warranty Deed to the Purchaser at settlement. If, for any reason, the Seller is unable to convey clear title to the Purchaser by the stated settlement date, the Purchaser will allow the Seller 120 additional days to correct any deficiencies preventing the transfer of clear title to the Purchaser. If, after this 120 day period, the Seller is still unable to convey clear title, the Purchaser's sole remedy in law, or in equity, shall be the return of their deposit only, and the sale may be declared null and void without any parties to this agreement having further obligations to, or recourse against, the others.

7. The Purchaser agrees that if the total sales price is not paid at settlement as specified, the Purchaser shall forfeit their full earnest money deposit and will pay any and all costs incurred by the Seller &/or Firm including, but not limited to, administrative and attorney's fees, in enforcing this agreement.

8. This property was sold via online auction. The "Terms of Sale", posted in the online listing and agreed upon by the Purchaser at the time of registration for the auction, become an inclusive part of this Agreement to Purchase Real Estate

9. It is agreed by the Seller and Purchaser that this contract shall remain binding upon them, their respective heirs, executors, administrators, devisees, legatees, assigns, and successors in interest. Both the Seller & Purchaser understand the unique nature of the auction marketing and sales processes, utilized by the Firm, creates a potential **Conflict of Interest &/or Dual Agency** between the Firm, Seller, & Purchaser; before, during, & after the sale. All parties hereby agree to allow the Firm to act as Dual Agent with the resulting Conflict of Interest in order to consummate the sale.

10. This agreement may be legally assigned by the Purchaser without the written permission of the Seller. However, the original parties to this contract shall remain obligated hereunder until final settlement.

11. The Purchaser hereby waives their right to **any & all** rescission periods, lead-based paint disclosure forms or inspections, radon inspections, or any other disclosures &/or inspections. The Purchaser is solely responsible for obtaining all Property Owner's Association information, if any, and hereby waives any right of rescission related to obtaining such information. The Purchaser, &/or their representatives or agents, are hereby granted permission to access the property for the purpose of making any inspections required by their settlement agent, lender, etc. However, the Purchaser remains obligated hereunder regardless of any adverse findings which may result from such inspections.

12. All parties to this agreement hereby irrevocably agree to the exclusive jurisdiction of the Courts located in the County/ City/Town where this property is situated; strictly by bench trial, and hereby wave their right to trial by jury for the resolution of any and all disputes arising under this agreement.

13. Further conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*The undersigned have read, understand, and accept all terms contained herein and acknowledge receipt of a copy of this agreement.*

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Mailing Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

( \_\_\_\_ ) \_\_\_\_\_  
Phone Number

Purchaser’s Settlement Agent \_\_\_\_\_

( \_\_\_\_ ) \_\_\_\_\_  
Phone Number

Email Address \_\_\_\_\_

At Auction, Inc. Representative \_\_\_\_\_

4039 Jeb Stuart Highway  
Firm’s Mailing Street Address

Meadows of Dan, Virginia 24120  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

( 540 ) 899 - 1776  
Phone Number

Firm’s Email Address \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Mailing Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

( \_\_\_\_ ) \_\_\_\_\_  
Phone Number

Seller’s Settlement Agent \_\_\_\_\_

( \_\_\_\_ ) \_\_\_\_\_  
Phone Number

Email Address \_\_\_\_\_

