

**Max Spann Real Estate & Auction Co.**  
P.O Box 4992, Clinton, NJ 08809  
Phone: (908) 735-9191 Fax: (908) 735-7128  
Email: [auctions@maxspann.com](mailto:auctions@maxspann.com) Website: [www.maxspann.com](http://www.maxspann.com)  
**Bidder Registration**

**Property Address: Old Farm Village at Panther Valley Units 125, 225, 172, 272, 274, 171, 271, 184, 103 Old Farm Drive, Allamuchy, NJ**  
**Auction Date: July 11, 2017**

**Please Print Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Email: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Day Phone: \_\_\_\_\_

**Bidder's Acknowledgment**

I, the undersigned, agree to the following terms and conditions, should I be the high bidder.

1. **Auction Day Requirements** I hereby agree to sign the contract of sale immediately upon the conclusion of bidding and at the same time pay to Escrow Holder a deposit of **\$10,000 for each condominium** in the form of a bank cashier's check **made payable to yourself and endorsed to escrow holder after completion of auction.** A second check, personal check, is required for the balance of a **10% deposit**. NO EXCEPTIONS PLEASE!
2. Property being offered by Bidder's Choice. This means the high bidder in the first round of bidding may select any one, or, more than one of the parcels being offered, each for the high bid amount. After the first round bidder has made their selection the unit(s) will be removed from the auction and a second round of bidding will begin where the winner of that round will select one or more of the remaining parcels, each for the high bid of that round. Bidding rounds will continue until all Parcels are sold. Properties are being sold subject to Seller's Acceptance and Confirmation.
3. I recognize that this is an Auction Sale and is not subject to an attorney review period. I will review Property Information Packet, the contract of sale prepared by Seller's Counsel prior to the auction. Square Footage in brochure and in Property Information Pack are approximate.
4. I have read the terms of this sale posted on the premises, printed on the sale brochures and said terms are incorporated herein be reference, as are any public announcements made sale day.
5. **A Buyer's Premium of 10% of purchase price** will be added to bid price and become part of the contract. The successful high bidder will be required to sign a contract of sale immediately upon the conclusion of the auction.
6. If any check given in payment is not honored for any reason, I agree, whether said check be signed by me as maker or endorser, that if such check is placed in the hands of any attorney for collection, to pay all reasonable attorney's fees, together with all costs of suit in the event is instituted.
7. Bidder represents warrants and acknowledges that the property is being auctioned by Max Spann Real Estate & Auction Co. ("Spann") in a condition subject to all faults, and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from Spann in its own capacity or as the agent, servant or employee of the seller of the property. Bidder further acknowledges that Spann has not made any independent investigation of the condition of the property or examined, verified or confirmed the validity of any information, documents, literature, maps or sketches, pro-forms, or any other written documents provided in the Property Information Packet.  
Bidder and Bidder's heirs, transferees, administrators, personal representatives, trustees, successors and assigns, forever waive, release, discharge and hold Spann harmless, from any claim it has, might have had, or may have against Spann with respect to:
  - a. The condition of the Premises, either patent or latent, of any nature whatsoever, including environmental contamination;
  - b. Buyer's ability or inability to obtain or maintain building permits, temporary or final certificates of occupancy or other licenses for the use or operation of the Premises, and/or certificates of compliance for the Premises;
  - c. The actual or potential income or profits to be derived from the Premises;
  - d. Any other state of facts which exist with respect to the Premises which at the time of closing were not the subject of actual knowledge on the part of Seller.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received link to Property Information Package

How did you hear about auction? \_\_\_\_\_