

Max Spann Real Estate & Auction Co.
P.O. Box 4992, Clinton, NJ 08809 • Phone 908-735-9191 • Fax 908-735-7128

Bidder Registration

Auction Date: July 18, 2024 Online

BY ORDER OF NEW YORK STATE OFFICE OF RESILIENT HOMES & COMMUNITIES

Property Addresses: 20 SUPERSTORM SANDY-DAMAGED PROPERTIES

Please Print Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Cell Phone _____ Day Phone: _____

Bidder's Acknowledgment

I, the undersigned, agree to the following terms and conditions, should I be the High Bidder.

Auction Day Requirements:

1. **All bidders must be pre-registered.** A \$15,000.00 deposit per property must be placed into Max Spann Real Estate & Auction Co.'s ("Auction Company" or "Auctioneer") escrow account ("Escrow Account") by 5PM on Wednesday, July 17, 2024. Auction Co. may not approve a bidder if notification of bidder's bank transfers or deposits is received after the time frames prescribed above. I understand that if I am the High Bidder and fail to submit my Full Deposit, which includes the Downpayment, and to execute Contract of Sale as required within the time frames outlined, said deposit of \$15,000.00 (as well as any additional funds received) will be forfeited and be non-refundable. Defaulting bidders will be subject to being barred from future auctions. If you are not the high bidder said deposit will be promptly returned. No exceptions please!
2. High Bidder/Purchaser is required to deposit the balance of ten (10%) percent of the total contract amount into the escrow account by end of business day July 18, 2024. The High Bidder is required to enter into a Contract of Sale immediately at the end of the auction. The High Bidder shall not be permitted to withdraw his/her/its bid. A six (6%) percent Buyer's Premium will be added to the bid price and become the final Contract Price.
3. I have read the terms of this sale posted, printed in the Property Information Package ("PIP") and said terms are incorporated herein by reference, as are any public announcements made on sale day. I recognize that this is an Auction Sale and is not subject to a three-day attorney review period. I will review PIP, the Contract of Sale prepared by Seller's Counsel prior to participating in the auction. I recognize this sale is subject to Seller's confirmation and acceptance.
4. If any check or wire transfer 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 attorneys' fees, together with all costs of suit in the event such is instituted. Auctioneer reserves the right to add or delete property from this auction or to alter the order of sale from what is published herein. Failure to inspect property prior to auction does not relieve High Bidder/Purchaser of contractual obligations of purchase. ALL ANNOUNCEMENTS MADE AT THE AUCTION TAKE PRECEDENCE AND IS SUPERSEDING OVER ALL ADVERTISING OR PREVIOUSLY STATED TERMS. Auctioneer is providing Internet bidding as a service to High Bidder/Purchaser using a Third-Party Bidding System. Under no circumstances shall High Bidder/Purchaser hold Auctioneer liable for system failures resulting in High Bidder/Purchaser's bid not being properly submitted. All online auctions are subject to extended bidding. Auction company reserves the right to adjust the automatic extension time period.
5. High Bidder/Purchaser represents, warrants and acknowledges that the property is being auctioned by Auction Co. in an "AS IS" and "WHERE IS" 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 Auction Co. in its own capacity or as the agent, servant or employee of the seller of the property. High Bidder/Purchaser further acknowledges that Auction Co. 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 PIP.
6. High Bidder/Purchaser and High Bidder/Purchaser's heirs, transferees, administrators, personal representatives, trustees, successors and assigns, forever waive, release, discharge and hold Auction Co. harmless, from any claim it has, might have had, or may have against Auction Co. with respect to:
 - a. The condition of the Premises, either patent or latent, of any nature whatsoever, including environmental contamination;
 - b. High Bidder/Purchaser'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 Property;
 - c. The actual or potential income or profits to be derived from the Property;
 - d. Any other state of facts which exist with respect to the Property which at the time of closing, were not the subject of actual knowledge on the part of Seller.

By signing below, I agree to the above terms and conditions.

Signature: _____ Date: _____

P.O. Box 4992, Clinton, NJ 08809
Phone: (908) 735-9191 Fax: (908) 735-7128
Email: auctions@maxspann.com
Website: www.maxspann.com