

Property Information Packet

Pershing Manor



3120 N. Pershing Dr. Arlington, VA 22201



PRIME AUCTION SOLUTIONS
===== **REAL ESTATE** =====

ACCELERATED MARKETING & SALES



PRIME AUCTION SOLUTIONS
REAL ESTATE

ACCELERATED MARKETING & SALES

6820 Elm St. McLean, VA 22101
703.889.8949

www.primeauctionsolutions.com
email:Inquiry@primeauctionsolutions.com

Auction to be conducted Online

3120 N. Pershing Dr. Arlington, VA 22201

www.PrimeAuctionSolutions.com

Download the App from Apple or Google Store OR Bid on the Prime website

Online Auction: March 3rd – March 10th Ends 7:00pm

Register to Bid: \$50,000 deposit w/proof of funds to close

Property Tax ID Number

19-045-009

2016 Tax

\$39,984

2016 Tax Assessed Value

\$4,034,700



VA Auction License # 2908000975



Executive Summary

PUBLIC LUXURY AUCTION

Seller Ordered Sale

Pershing Manor

Arlington, Virginia

Prime Auction Solutions is pleased to exclusively offer **Pershing Manor**, to be sold via an Online Auction. Register to bid March 3rd to March 10th. The custom-built mansion perfectly captures remarkable architecture, exquisite detailing and modern elegance, making it a perfect luxury retreat in the heart of Arlington - within five miles to the nation's capital.

The stately home features approx. 13,700± sq. ft. of masterful design throughout its 3 levels. Handcrafted marbled medallion floors, cast iron banisters, and soaring ceilings set the caliber for luxury living in this one of a kind estate. Ornate intricate crown molding & immaculate structural detail throughout boast elegance and sophistication. Spectacular for luxury living and entertaining as the expansive estate features oversized living areas, 6 generous bedroom suites, 7 full baths, 2 powder rooms, indoor heated pool and more!

Upon entering you are graciously greeted in the impressive double foyer by the striking multi-tier chandelier, unique archways, and dual grand staircase with cast iron detailed railings & banisters. The wonderful wall of windows, 2 story ceilings, and fabulous French doors in the circular sunken family room add character while tastefully tying together the main & upper floors. With a gourmet granite kitchen, theater room with multi-level stadium seating, full size wet bar, fully finished walkout basement, brick patio & fire pit area, the list goes on and on with all of its lavish luxuries as this estate falls nothing short of a phenomenal property.

Bid to own this fantastic One-of-A-Kind property.

***Don't miss this rare opportunity to purchase your family's
Dream Home!***

Notice: Information used for the marketing of this property & preparation of the Information Packet have been compiled from non-verified sources and may not be accurate; measurements figures and drawings are approximate and have not been verified. We ask that each Bidder conduct their own due diligence and are not to rely on any information provided by the auction company, its agents & subagents, the Seller or their representatives as Prime Auction Solution has not verified any of the information and is not responsible for any errors, typos or omissions. Information contained herein is subject to change. If you come across any errors, please notify us immediately.

Property Information Sheet

Tax Assessed Value: \$4,034,700

Opening Bid: \$750,000



3120 N. Pershing Dr. Arlington, VA 22201

- *Exquisite Approx 13,700± sq. ft. Custom All Brick Mansion | .42 Acres | Built 2005*
- *6 Over Sized Bedroom Suites | 7 Total Full Baths | 2 Powder Rooms*
- *Each Bedroom offers Walk in Closet & Dedicated En-Suite Bath*
- *Cast Iron Dual Entry Gated Circular Driveway | 2 Car Garage*
- *Luxury & Convenience in the Heart of Arlington*
- *Potential for a Bed & Breakfast*
- *Less than 5 Miles to Washington D.C.*

Main Level

- *2 Two Story Grand Marble Foyer featuring Handmade Marble Medallion Floor Centerpiece*
- *Dual Grand Staircase with Intricate Cast Iron Railing & Banisters | Architecturally Unique Arched Entryways*
- *Impressive 17' X 34' Living Room with Gleaming Hardwood Floors*
- *Banquet Style 15' X 24' Dining Room with Tray Ceiling | Full Sized Butler's Pantry*
- *Chef Inspired Granite Gourmet Kitchen with Massive Island & Breakfast Nook featuring Custom Cabinetry & Sparkling Stainless Steel Appliances | Kitchen Aid Double Dishwasher, Dual Oven, and Built In Microwave | Bosch 5 Burner Gas Stove*
- *Gleaming Hardwood Sunken Family Room with 2 Story Ceilings and Stone Mantel Electric Fireplace perfectly placed in between a set of fabulous French Doors that lead to the Oversized Deck*
- *Theater Room with Multi-Level Stadium Seating | Massive Screen with Theatre Curtains | Custom Sconce Lighting & Wood Paneling*
- *Main Floor Guest Wing | Dedicated Entrance | Full Bath with Steam Shower | Walk-In Closet*
- *Indoor Heated Pool & Stone Waterfall | Custom Mosaic Tiled Floor & Vaulted Ceilings | Poolside Dining Nook | French Doors lead to the Exterior Brick Patio*
- *Pool Wing features a Private Full Bath & connects through to Dedicated Private Entrance*

Upper Level

- *Second Story Marbled Sitting Area with handcrafted Floor Medallion | Overlooks Foyer & Family Room*
- *Grand Master Suite features a large Sitting Room with Built-In Custom Entertainment Cabinetry | Private Balcony with Sliding Glass Doors | Circular Sun Room| His & Hers Walk-In Closets | En Suite Master Bath with Jacuzzi & Steam Shower | His & Hers Vanities | Water Closet*
- *3 More Gorgeous Bedroom Suites each include a Full Bath, Walk-In Closet & Window Seating | One Suite of which also includes a Private Over Sized Balcony*
- *Peaceful Marble Tiled Meditation Room*
- *Spacious Laundry Room | Large Sink | Custom Closet & Linen Shelving | Built In Ironing station*

Lower Level

- *Embassy Sized Lower Level featuring Ballroom and Full Sized Stone & Cast Iron detailed Wet Bar*
- *Guest Suite with Unique Mosaicked Floor | Full Bath | Walk in Closet*
- *Kitchen Area | Sink & Appliances Present but Not Connected*
- *Large Theater Screen with Stage Setup & Dance Floor*
- *Stone Mantel Fireplace between a set of French Doors on Custom Mosaicked Tiled Floors*
- *Walks out to Rear Covered Pavilion | Offers Access to the Rest of the Backyard & Custom Built Brick Areas*

Arlington Public Schools

- ❖ Long Branch Elementary
- ❖ Thomas Jefferson Middle
- ❖ Washington Lee High

Arlington Public Schools: <https://www.apsva.us/>

OUR SCHOOLS TRANSLATE

Emergency Alerts oneLogin Contact Us Blackboard Search

Arlington Public Schools About Us Employment Instruction Programs / Services **Registration** APS Video School Board

Boundary (Attendance Area) Locator

Boundary (Attendance Area) Locator

Boundary (Attendance Area) Locator







Boundary (Attendance Area) Locator

All addresses in Arlington County are assigned a neighborhood elementary, middle and high school. The [searchable boundary locator](#) is used to determine your child's neighborhood school for this school year and also identifies your planning unit number.

For questions or help with this service, contact School and Community Relations at 703-228-6005.

Resources

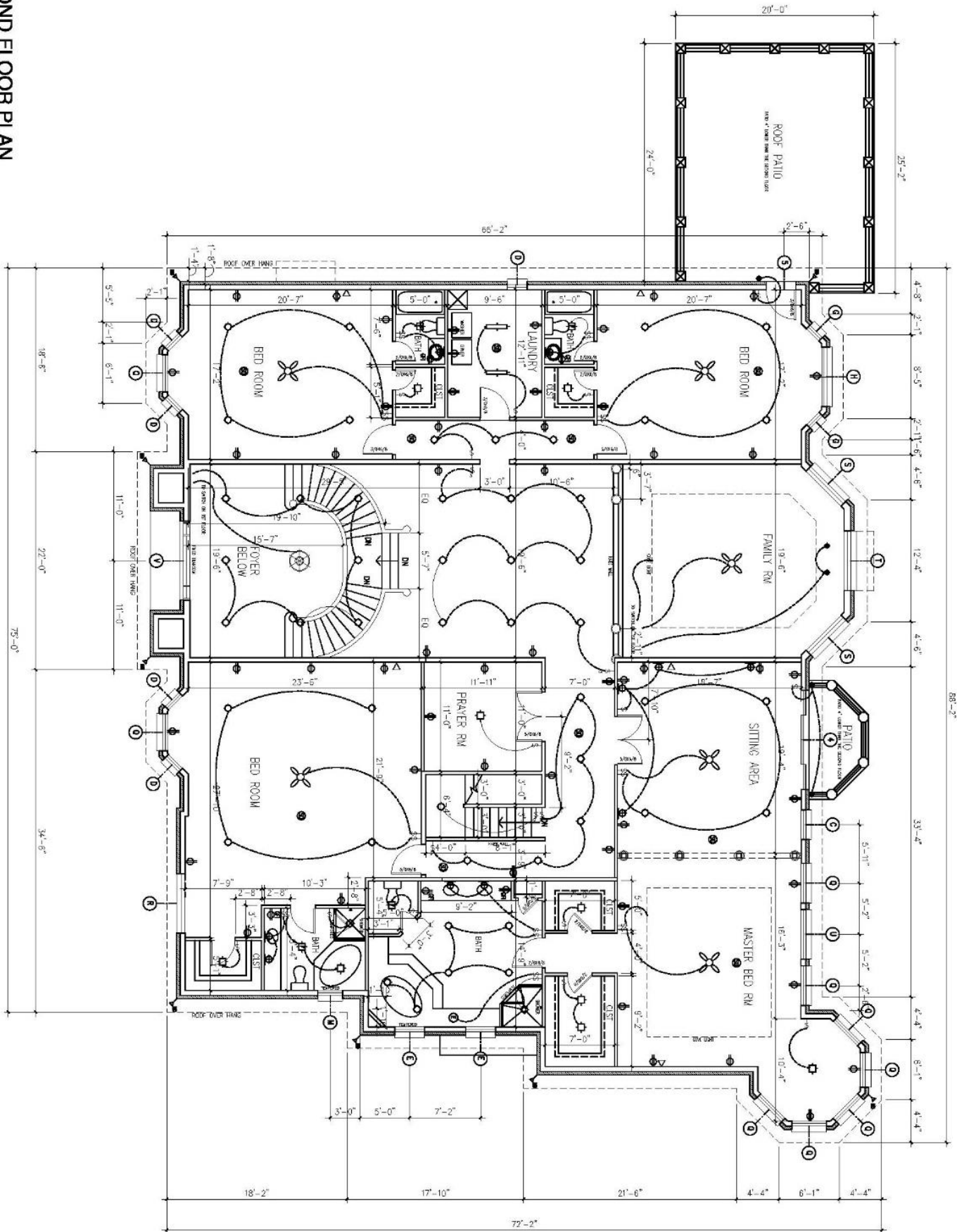
- [Searchable Boundary Locator \(Step-by-step instructions on using the Searchable Boundary Locator\)](#)
- [Elementary school boundary map effective September 2015 \(PDF\)](#)
- [Elementary school boundary map effective September 2016 \(PDF\)](#)
- [Middle school boundary map \(PDF\)](#)
- [High school boundary map \(PDF\)](#)
- [Elementary immersion boundary map \(PDF\)](#)
- [Planning unit boundary map](#)

SHARE:      

*Information taken from website. Please confirm all details as the information and data may not be correct or updated by site at anytime

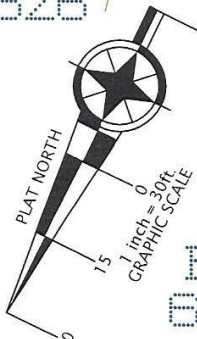
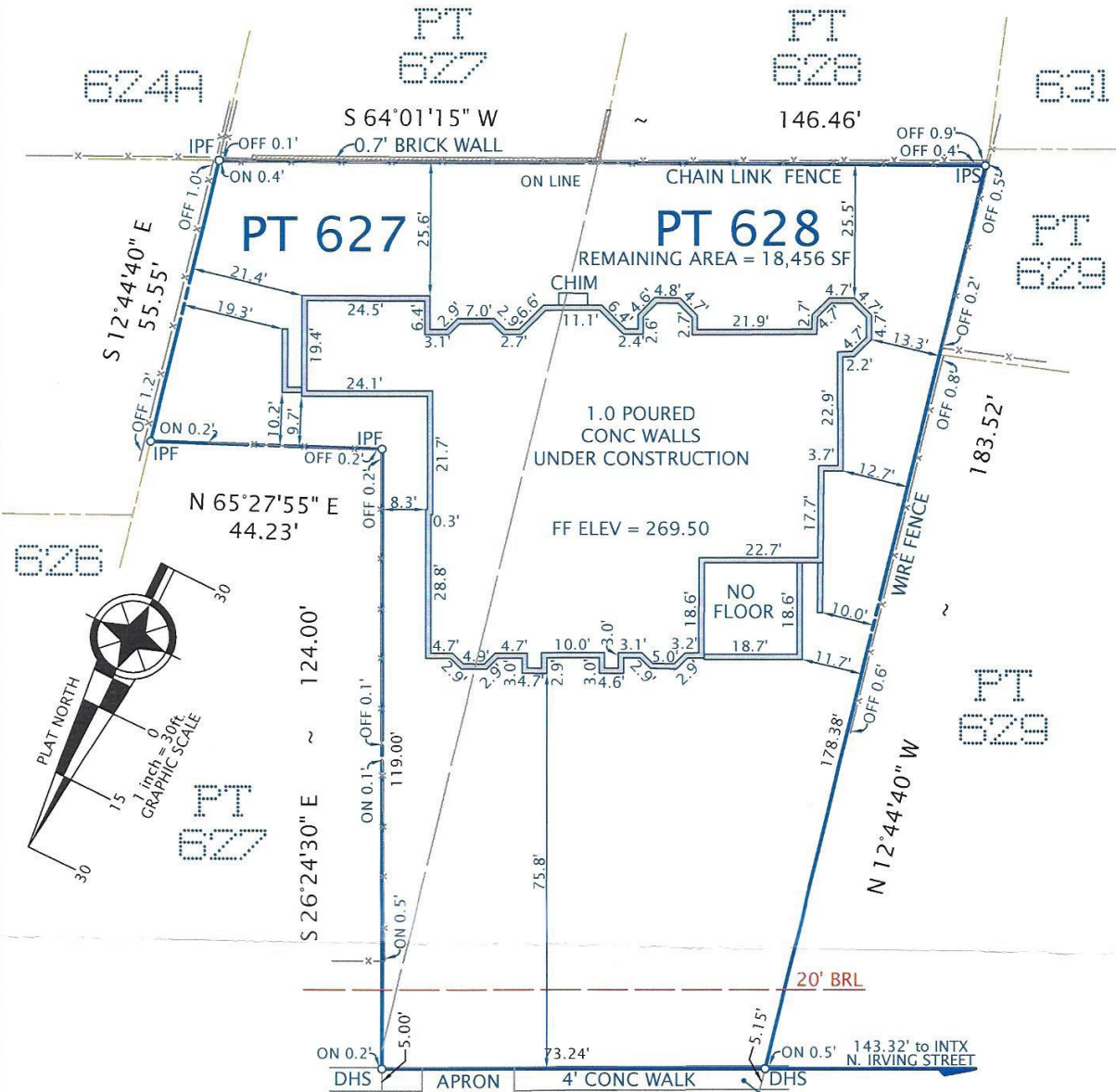
Upper Level

SECOND FLOOR PLAN
 SCALE: 3/16" = 1'-0"



Plat

NOTES: 1. FENCES ARE FRAME UNLESS OTHERWISE NOTED.



NORTH PERSHING DRIVE

VARIABLE WIDTH
PLAT

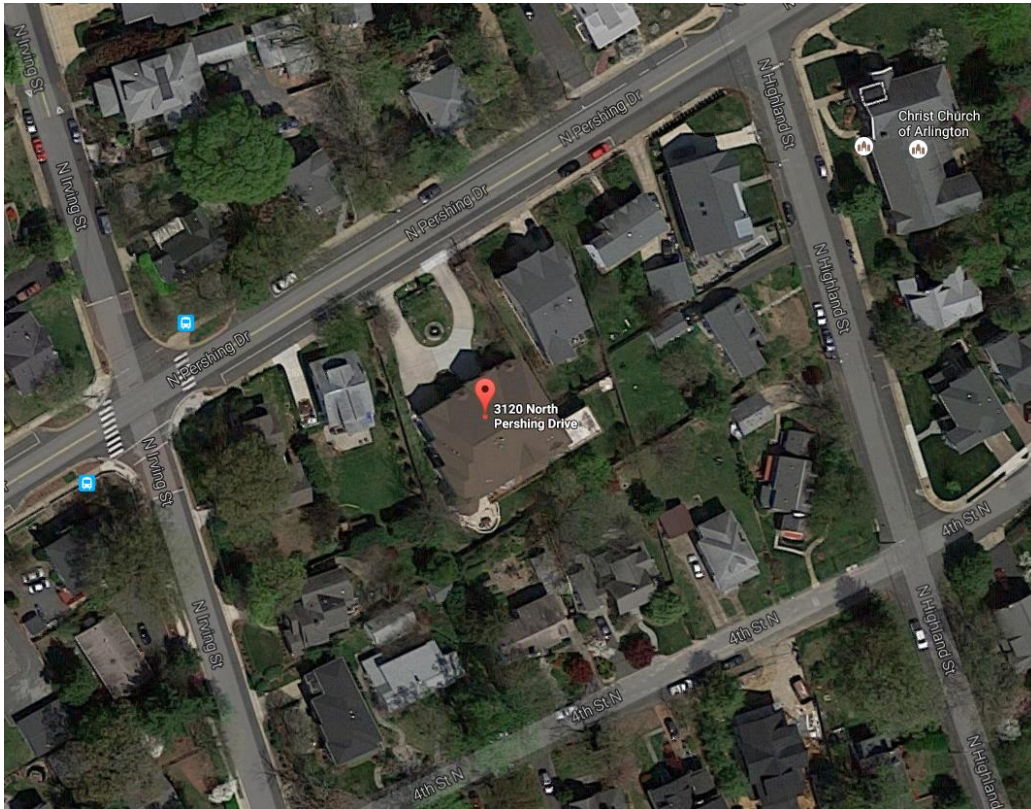
SHOWING WALL CHECK ON
PART OF LOTS 627 & 628, SECTION FOUR
MOORE'S 4th ADDITION TO
CLARENDON
(DEED BOOK 180, PAGE 221)
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 30' JUNE 23, 2005
JULY 08, 2005 (FF ELEV)

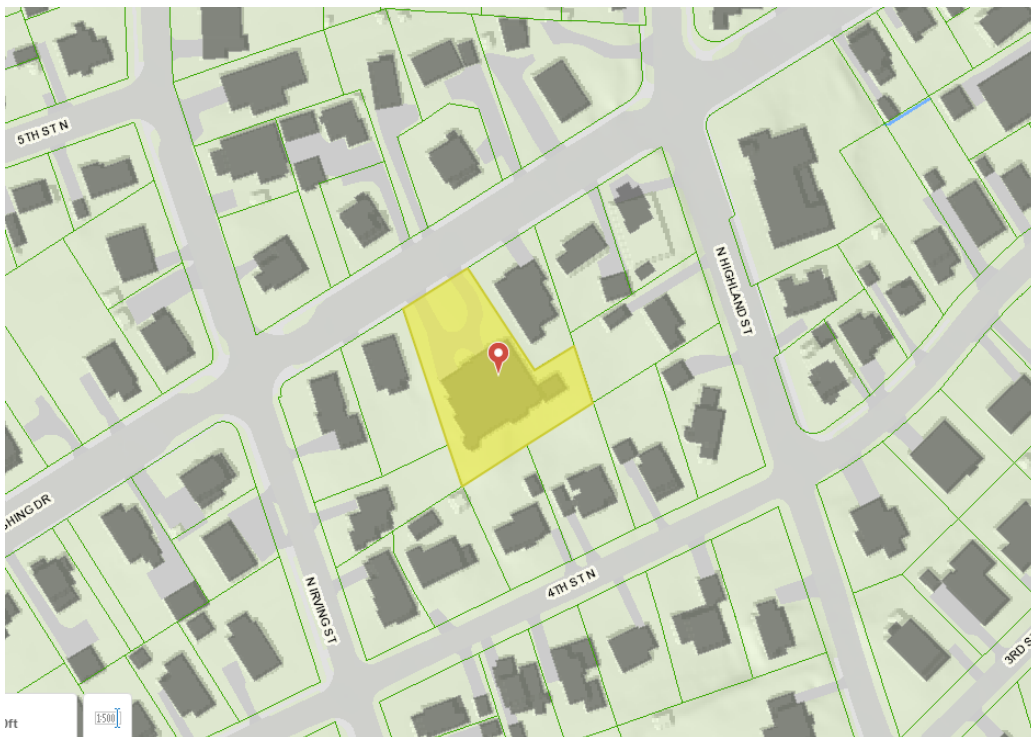
LESS AND EXCEPT 363 SF TO THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA (DEED BOOK 1219, PAGE 115)

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Aerial View



Parcel



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish this form to the purchaser and to refer the purchaser to a Virginia Real Estate Board website for additional information.

Certain transfers of residential property are excluded from this requirement (see § 55-518).

Property Address/ 3120 North Pershing Drive, Arlington, VA 22201

Legal Description: Pt Lts 627 628 Sec 4 Moores Clarendon 18455 95 Sq Ft

The owner makes no representations with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page. The purchaser is advised to consult the website (http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/) for important information about the real property.

The undersigned owner(s) represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent, and sanitary living conditions of the real property described above of which the owner has been notified in writing by the locality, nor any pending violation of the local zoning ordinance which the violator has not abated or remedied under the zoning ordinance, within a time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as disclosed on this statement.

Property Sold As-Is and the entrance gate is not working.

The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of rights and obligations under the Virginia Residential Property Disclosure Act.

			12/5/2016
Owner	Date	Owner	Date

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

			
Purchaser	Date	Purchaser	Date



PRIME AUCTION SOLUTIONS
REAL ESTATE
ACCELERATED MARKETING & SALES

PRIME AUCTION SOLUTIONS, INC.

6820 Elm Street, McLean VA 22101

Bidder Terms and Conditions

These Bidder Terms and Conditions apply to the Auction conducted by **PRIME AUCTION SOLUTIONS, INC.**, and constitute a legal, valid, binding, and enforceable contract between Auctioneer and each Participant, Bidder, and Buyer. These Bidder Terms and Conditions also form the basis for the contract of sale between the Sellers and the Buyers.

1. **Auctioneer.** Auctioneer is a licensed auction company in the Commonwealth of Virginia (VA License Number 2908000975). Auctioneer is conducting the Auction on behalf of Seller, and is acting solely as Seller's agent. Auctioneer is not a partner or co-venturer with Seller.

2. **Auction Conducted Under and in Accordance with These Bidder Terms and Conditions, Terms and Conditions Posted on Auctioneer's Website, and Announcements by Auctioneer.** The Auction is conducted under and in accordance with these Bidder Terms and Conditions, the Terms and Conditions posted on Auctioneer's website, applicable law, and any announcements or corrections made by Auctioneer during the Auction. Auctioneer reserves the right to modify, amend, or change these Bidder Terms and Conditions, which modifications, amendments, and changes will be effective immediately on posting of the

same. By participating in the Auction, each Participant agrees to be bound by, and to abide by, these Bidder Terms and Conditions, as in effect from time to time.

3. **Definitions.** The following definitions apply to these Bidder Terms and Conditions:

"Absentee Bid" means a bid submitted in advance by an Absentee Bidder for the execution during the Auction.

"Absentee Bidder" means a person or entity that submits an Absentee Bid.

"Absolute Auction" or "Absolute" applies only if and when expressly indicated and means that property is sold to the highest bidder regardless of the amount of the final bid, with no limiting conditions, restrictions, or reservations. This type of auction is also known as an auction Without Reserve. Once the bidding begins, property put up at an Absolute Auction will be sold to the highest bidder regardless of the final bid amount. **UNLESS SPECIFICALLY AND EXPRESSLY STATED BY AUCTIONEER IN WRITING, NO PROPERTY IS BEING SOLD ABSOLUTE OR WITHOUT RESERVE.**

"Auction" means the auction sale at which Auctioneer solicits bids, or is scheduled to solicit bids.

"Bidder" means any person or entity (including any individual purporting to represent or act on behalf of any such entity) that makes a bid at the Auction.

"Bidder Number" means the number or other identifier issued by Auctioneer to a Registered Bidder for the purposes of identifying bids to such Registered Bidder.

"Bidder Registration" means the information provided by a prospective Bidder, and the process of registering such prospective Bidder, to bid at the Auction, including the prospective Bidder's agreement to be bound by these Bidder terms and Conditions.

"Bidder's Registration Certificate" means the certificate signed by each Registered Bidder when registering for the Auction.

"Bidder Terms and Conditions" means these Bidder Terms and Conditions.

"Broker Participation Fee" means an amount that is paid to a Participating Broker under the terms and conditions and in the amount established by Auctioneer.

"Buyer" means the Winning Bidder.

"Buyer's Premium" is an amount calculated as a percentage of the Hammer Price for the Property, that is payable by the Buyer to Auctioneer for Auctioneer's own account. For Property offered Subject to Seller's Confirmation, the Buyer's Premium will be calculated on the amount of the High Bid Subject to Confirmation.

"Commission" means the amount payable by or on behalf of Seller to Auctioneer for Auctioneer's services, calculated as a percentage of the Hammer Price.

"Fall of the Hammer" means the point, after bids have been received, at which Auctioneer declares the Property "sold" to the Bidder acknowledged by Auctioneer as having made the Winning Bid. During an auction that is exclusively online, the Fall of the Hammer will occur electronically at the end of timed (or extended) bidding. In an auction that is Subject to Seller's Confirmation, the Fall of the Hammer will occur on Seller's Confirmation of the High Bid Subject to Confirmation.

"Hammer Price" means the high bid amount recognized by Auctioneer with the Fall of the Hammer.

"High Bid" means the high bid amount recognized by Auctioneer at the conclusion of bidding on the Property.

"High Bid Subject to Confirmation" means the High Bid amount recognized by Auctioneer at the conclusion of bidding on Property put up at Auction Subject to Seller's Confirmation. If the High Bid Subject to Confirmation is confirmed by Seller, it will be the Hammer Price.

"High Bidder" means the Bidder recognized by Auctioneer as having made the High Bid on the Property.

"Knocked Down" or "Knock Down" means, with respect to any Property put up at the Auction, that Auctioneer has acknowledged the Winning Bid with the Fall of the Hammer, or by announcing "sold", or by giving a similar such indication. Property may be Knocked Down electronically at the conclusion of a timed online auction event. (Also, "Struck Off" or "Strikes Off").

"No Sale" occurs if Property is put up at the Auction but is not Struck Off or sold, and Auctioneer passes on such Property or declares a No Sale.

"Online Auction Platform" means the hardware and software utilized to conduct the Auction online and to facilitate online bidding, including any associated, adjunct, and/or complementary websites, services, premiums and promotions.

"Online Auction Platform Provider" means the provider of the Online Auction Platform and related services to conduct Auction online.

"Online Bidding Period" means, with respect to an Auction conducted in whole or in part online, any established period during which bids may be tendered.

"Participant" means any person who attends, or otherwise participates in, the Auction (in person or remotely). The term Participant includes, but is not limited to, Registered Bidders, Bidders, and Buyers.

"Participating Broker" means a duly registered agent licensed to sell real estate in the Commonwealth of Virginia who has (i) properly registered with Auctioneer, (ii) procured a Buyer or introduced a Buyer to the Property and the Auction, and (iii) has otherwise assisted in facilitating the sale of Property at the Auction,

"Private Sale" means an event in which Property is sold by Seller, or on Seller's behalf, other than at the Auction (including a sale at an auction conducted by a person or entity other than Auctioneer).

"Private Sale Price" means the fair market purchase price of the Property paid, or agreed to, at a Private Sale in an arms-length transaction between Seller and the purchaser of the Property. If the Property is sold through a Private Sale for less than its fair market value, or in a transaction that is not an arms-length transaction, or is gifted by Seller, the Private Sale Price will be an amount equal to the fair market value of the Property in an arms-length transaction.

"Property" means the real property located at:

_____ 3120 N. Pershing Dr. Arlington, Virginia 22201 _____.

"Purchase Price" means an amount equal to the Hammer Price or High Bid Subject to Confirmation, as the case may be, plus the Buyer's Premium.

"Realty Closing" means the settlement on the sale of the Property at which Seller sells, transfers, assigns, and conveys Seller's right, title, and interest in the Property to the Buyer, and the Buyer pays the Purchase Price for the Property.

"Realty Closing Date" means the date on which the Realty Closing occurs.

"Realty Deposit" is the good faith deposit made by the Buyer against the Purchase Price for the Property.

"Realty Purchase and Sale Agreement" means the contract for the purchase and sale of the Property executed at the close of bidding by the Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be. In an Auction Subject to Seller's Confirmation, Seller will execute the Realty Purchase and Sale Agreement only on Seller's confirmation, approval, and acceptance of the High Bid Subject to Confirmation.

"Registered Bidder" means a person or entity that has registered to bid at the Auction.

"Registration Deposit" means the deposit made by a Registered Bidder in order to register for the Auction.

"Reserve" or "With Reserve" means that property put up at auction may be withdrawn by the Auctioneer and/or bids may be rejected prior to the Fall of the Hammer. **UNLESS SPECIFICALLY AND EXPRESSLY STATED OTHERWISE BY AUCTIONEER IN WRITING, THE PROPERTY IS BEING OFFERED WITH RESERVE.**

"Reserve Price" means the minimum price that Seller is willing to accept for specific Property.

"Seller's Confirmation" means Seller's confirmation, approval, and acceptance of the High Bid Subject to Confirmation acknowledged and recorded by Auctioneer.

"Struck Off" or "Strikes Off" means, with respect to any Property put up at the Auction, that Auctioneer has acknowledged the Winning Bid with the Fall of the Hammer, or by announcing "sold", or by giving a similar such indication. Property may be Struck Off electronically at the conclusion of a timed online auction event. (Also, "Knocked Down" or "Knock Down").

"Subject to Seller's Confirmation" means, with respect to any Property expressly identified in this Agreement as being sold Subject to Seller's Confirmation, that after the High Bid Subject to Seller's Confirmation has been received and acknowledged by Auctioneer, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid or (ii) reject such bid. **UNLESS SPECIFICALLY AND EXPRESSLY STATED OTHERWISE BY AUCTIONEER IN WRITING, THE PROPERTY IS BEING OFFERED SUBJECT TO SELLER'S CONFIRMATION.**

"Winning Bid" means the (i) highest bid received and accepted by Auctioneer, and, (ii) approved, accepted, and confirmed by Seller.

"Winning Bidder" means the Bidder who is recognized by Auctioneer as having made the Winning Bid.

"Withdrawn", "Withdrawal", or "Withdraw" refers to the circumstance in which the Property is removed or withdrawn from the Auction, or in which it is determined that such Property will not be offered or sold at the Auction.

"Without Reserve" means Absolute.

4. **Auction Location.** This is an Online only Auction, conducted by the Auctioneer located in Fairfax County, Virginia. Notwithstanding the physical location of any Participant, these Bidder Terms and Conditions are entered into in Fairfax County, Virginia, all bids and payments are received in Fairfax County, Virginia, and the Realty Purchase and Sale Agreement will be formed and entered into in Fairfax County, Virginia.

5. **Buyer's Premium.** The Property is offered subject to a ten percent (10%) Buyer Premium, which will be paid by the Buyer to Auctioneer for Auctioneer's own account. The Buyer's Premium will be calculated as a percentage of the Hammer Price, and will be added to the Hammer Price to determine the final Purchase Price of the Property. The Buyer's Premium is earned by Auctioneer with the Fall of the Hammer and is non-refundable.

6. **Access to Property.** Auctioneer may grant access to the Property for pre-Auction inspections and viewings. All persons who come onto the Property assume all risks of damage or loss to person and property and specifically release Auctioneer from any and all liability. Any person may be denied access to the Property, and may be removed at Auctioneer's discretion. Auctioneer will not be liable by reason of any defect in, or condition of, the Property.

7. **Bidder Registration; Registration Deposit.** All persons desiring to bid at the Auction, must register to bid and be issued a Bidder Number. In order to register to bid, each potential Bidder must be eighteen years of age or older, and must provide such information (including identifying information and qualifications) as requested by Auctioneer. Each Registered Bidder must deliver a good faith Registration Deposit to Auctioneer in certified funds or via wire transfer in the amount of \$50,000. The Registration Deposit of the Bidder who has made the Winning Bid, and who is, thus, determined to be the Buyer, will be applied against the Buyer's obligations under these Bidder Terms and Conditions and the Realty Purchase and Sale Agreement. The Registration Deposits of those Registered Bidders who have not made the Winning Bid will be returned to them by Auctioneer. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to issue a Bidder Number to any potential Bidder, and, if a Registered Bidder breaches any Bidder Terms and Conditions or engages in improper conduct, Auctioneer may revoke any Bidder Number. By registering to bid at the Auction, each Registered Bidder acknowledges and agrees that such Registered Bidder has read, understands, and agrees to be bound by, these Bidder Terms and Conditions. In the discretion of Auctioneer, bids may be received from a person who has not registered to bid, and/or who has not satisfied all requirements for Bidder Registration, and/or who has not been issued a Bidder Number, provided that such person agrees to be bound by these Bidder Terms and Conditions. Bidder Registration is not transferrable or assignable

8. **Property Offered with Reserve and Subject to Seller's Confirmation.** The Property is offered With Reserve, and, as such, any bid may be rejected, and the Property may be withdrawn by Auctioneer, at any time before the Fall of the Hammer. Once the high bid has been acknowledged by Auctioneer with no further advancement, the high Bidder will execute the Realty Purchase and Sale Agreement and deliver the Deposit to Auctioneer. The Realty Purchase and Sale Agreement will be subject to Seller Confirmation. The starting bid is not the Reserve Price. Except where prohibited by law, Auctioneer may bid on behalf of Seller up to the amount of the Reserve Price (and no such bid will result in a sale of the Property). If the Reserve Price is not met, Seller is under no obligation to sell the Property; however, Seller may accept a bid that is below the Reserve Price in Seller's sole and absolute discretion.

9. **Bidding.** Registered Bidders may only bid at the Auction by agreeing to be bound by these Bidder Terms and Conditions. By bidding, each Registered Bidder acknowledges and agrees that such Registered Bidder has had a full and fair opportunity to read, and understands, these Bidder Terms and Conditions, and affirms that such Registered Bidder is subject to and bound by these Bidder Terms and Conditions.

10. **No Bid Retraction.** No Bidder may retract a bid that has been acknowledged by Auctioneer. Further to the foregoing, each Bidder acknowledges and agrees that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept such Bidder's Bidder Registration and for such Bidder to bid at the Auction, each Bidder agrees not to withdraw or to attempt to withdraw any tendered bid that has been acknowledged by Auctioneer.

11. **Online Bidding.** The following terms and conditions apply to online bidding:

11.1. **Online Bidding Registration.** Anyone desiring to bid online, or to establish the possibility of bidding online, will be required to create an online bidding account by completing all necessary forms and providing required information.

11.2. **Bidder Terms and Conditions; Notices and Announcements.** The Auction will be conducted in accordance with Auctioneer's Bidder Terms and Conditions and any notices or announcements made by Auctioneer and/or posted on Auctioneer's website.

11.3. **Posted Times.** All times are based on the Eastern Standard Time zone unless stated otherwise. Posted closing times and time displays are approximate. Auctioneer reserves the right to close early or extend the Auction at any time at Auctioneer's sole and absolute discretion.

11.4. **Online Bidding Increments.** Auctioneer may establish bid increments, and may modify or change bid increments, in Auctioneer's sole and absolute discretion.

11.5. **Records of Online Activity.** Absent clerical errors, Auctioneer's records will be final and conclusive.

11.6. **Technology Disruptions; Failures by Online Auction Platform Provider and its Affiliates or Contractors.** Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

11.7. **Auto Extend Feature.** Any Online Bidding Period may include an auto extend feature. This means that, if an online bid is entered within a set time period approaching the end of the established Online Bidding Period, the Online Bidding Period will automatically be extended for an additional amount of time in increments established by Auctioneer, and will continue to be so extended until there is a set period of time that lapses during which no online bids are received, after which bidding will close.

11.8. **Disclaimer.** Auctioneer makes no representations or warranties, and disclaims any representations or warranties, (i) that the Online Auction Platform or any related website or technology will be uninterrupted, error free or virus free, (ii) as to the results that may be obtained by using the Online Auction Platform or any related website or technology, or (iii) as to the accuracy, completeness, reliability, security, or current nature of the Online Auction Platform or any related website technology.

11.9. **Responsibility for Online Bids.** Each Registered Bidder is responsible for all bids transmitted from such Registered Bidder's computer or from such Registered Bidder's account for the Online Auction Platform. If a Winning Bid is sent from the computer of a Registered Bidder, or from a Registered Bidder's account for the Online Auction Platform, such Registered Bidder will be the Buyer. Each Registered Bidder must notify Auctioneer immediately if such Registered Bidder's account or password has been compromised.

11.10. **No Reduction or Retraction of Online Bids.** Online bids may not be reduced or retracted. Further to the foregoing, each Bidder acknowledges and agrees that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept such Bidder's Bidder Registration and for such Bidder to bid at the Auction, each Bidder agrees not to withdraw or to attempt to withdraw any tendered online bid. Notwithstanding the foregoing, on the request of a Bidder, Auctioneer may, in Auctioneer's discretion, cancel an online bid that was entered for a clearly erroneous amount.

11.11. **Winning Bidders Subject to Certification by Auctioneer.** The final determination of the Winning Bidder is subject to certification by Auctioneer; and any email or electronic message (whether generated manually or automatically) is subject to such certification.

12. **Absentee Bids; Remote Bidding.** In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). Absentee Bids may be initiated and advanced in accordance with Auctioneer's policies and procedures. Auctioneer will make reasonable efforts to execute Absentee Bids, but Auctioneer will have no liability to any Absentee Bidder for the failure to execute any Absentee Bids for any reason whatsoever. Each Absentee Bidder acknowledges and agrees that Property may be sold to another Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes another Bidder to reach the such amount first. If the execution of an Absentee Bid at its maximum amount would require Auctioneer to accept a bid that is less than a full bidding increment, Auctioneer has the sole and absolute discretion to accept or reject such bid. An Absentee Bidder may authorize Auctioneer to advance the bid by one or more bidding increments after the maximum amount of the Absentee Bid is, or would be, reached. Auctioneer acts only as the agent of the Seller, and the receipt and/or execution of Absentee Bids will not create an agency relationship between Auctioneer and any Absentee Bidder.

13. **Bid Increments.** Bid increments are established and controlled by Auctioneer, and may be adjusted or modified in Auctioneer's sole and absolute discretion.

14. **Registered Bidders Responsible for Bids Placed on Bidder Number.** Each Registered Bidder is responsible for the Bidder Number issued to such Registered Bidder. Auctioneer is not responsible for monitoring or policing the use of Bidder Numbers, and each Registered Bidder is responsible for all bids made on the Bidder Number issued to such Registered Bidder even if the Registered Bidder claims that the Bidder Number was lost, stolen, or misappropriated, unless notice of a lost, stolen, or misappropriated Bidder Number was provided to Auctioneer prior to an unauthorized bid being made. Absent a clerical error, Auctioneer's recording of bids against a Bidder Number will be conclusive as to the making of such bid by, or on behalf of, the Registered Bidder.

15. **Withdrawal of the Property.** Auctioneer has the absolute right to withdraw the Property from the Auction prior to the Fall of the Hammer.

16. **Winning Bid; Buyer.** Pursuant to these Bidder Terms and Conditions, the Bidder making the Winning Bid for the Property offered for sale at the Auction will be the Buyer of the Property.

17. **Property Sold "AS IS" and "WITH ALL FAULTS"; All Sales Final.** THE PROPERTY IS BEING OFFERED AND SOLD IN ITS "AS IS" CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, ZONING, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS OF THE PROPERTY. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER REGARDING THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. EACH PARTICIPANT ACKNOWLEDGES AND AGREES THAT SUCH PARTICIPANT CANNOT RELY, AND HAS NOT RELIED, ON ANY REPRESENTATION, WARRANTY, OR GUARANTY MADE BY THE SELLER OR ANYONE ACTING AS AGENT OF THE SELLER, ORALLY OR IN WRITING, ABOUT THE PROPERTY. ALL SALES ARE FINAL.

18. **Announcements.** Subject to the limitation set forth in Paragraph 17 of these Bidder Terms and Conditions, all terms and conditions and other announcements made by Auctioneer on the day of the Auction are binding and take precedence over any advertisements or listings.

19. **Bidder's Inspection.** By bidding, each Bidder acknowledges and agrees that such Bidder has had a full and fair opportunity to inspect the Property, and is relying solely on, or has waived, such Bidder's inspection and investigation (i) in determining whether to bid, (ii) in determining the amount of a bid, and (iii) in bidding.

20. **Description of Property.** Unless otherwise expressly stated otherwise in writing, any description of Property is based solely on visual impression, and is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by Auctioneer.

21. **Zoning; Land Use.** Neither Auctioneer nor Seller makes any representations or warranties as to the zoning of the Property or any other land use restrictions affecting the Property. It is the responsibility of each Bidder to make such inquiries and investigations as may be necessary to confirm the applicable zoning and land use restrictions affecting the Property. The purchase of the Property by the Buyer is not contingent in any way on zoning or land use restrictions, or on whether the Buyer may put the Property to any desired use. Each Bidder acknowledges and agrees that such Bidder is not relying on any representations by Seller or Auctioneer concerning zoning or other land use restrictions affecting the Property.

22. **Realty Purchase and Sale Agreement.** The Bidder making the high bid at the Auction will sign the Realty Purchase and Sale Agreement, which will be subject to Seller's Confirmation, but will not be subject to any other conditions or contingencies except the delivery of good and marketable title by Seller. The Realty Purchase and Sale Agreement, along with the Deposit, must be delivered to Auctioneer by hand or electronically within twenty-four (24) after the close of the Auction. If Seller does not confirm the Realty Purchase and Sale Agreement within Three (3) days after the Auction, the Deposit will be returned to Buyer, and the Realty Purchase and Sale Agreement will be of no further force or effect, and neither Buyer nor Seller will have any obligations or liabilities thereunder. The Realty Purchase and Sale Agreement is available for review prior to the Property being offered, and is incorporated in and made a part of these Bidder terms and Conditions. Buyer may not assign or transfer the Realty Purchase and Sale Agreement, or any rights thereunder, without Seller's prior written consent. If Buyer fails to satisfy Buyer's obligations under these Bidder Terms and Conditions, the Property may be sold to another party (including another Bidder), and Buyer will remain liable for all of Buyer's obligations and for any loss suffered by Auctioneer and/or Seller.

23. **Deposit.** The Winning Bidder will make a Deposit in an amount equal to ten percent (10%) of the Purchase Price (*i.e.*, the Hammer Price plus the Buyer's Premium). The Deposit may be paid, in cash or its equivalent, or by wire transfer, or certified funds.

24. **No Buyer Conditions or Contingencies Except Title.** There will be no Buyer conditions or contingencies to the sale of the Property except that Seller must deliver good and marketable title to the Property.

25. **Breaks.** Auctioneer may take breaks or recesses during the bidding on the Property, and such breaks or recesses will not terminate the bidding unless expressly stated. Auctioneer may suspend bidding on the Property without declaring a No Sale of the Property. A No Sale of the Property will only occur if Auctioneer declares a No Sale in those terms, or if the Auction concludes in its entirety without the Property having been sold. If announced by Auctioneer, the Auction may continue for a stated period of time, during which period Auctioneer may receive bids in person, telephonically, electronically, or by other means.

26. **Conduct of the Auction.** Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, and Auctioneer will resolve any and all disputes. If (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) promptly after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware of a bid that was unnoticed prior to the Fall of the Hammer or other termination of the bidding, and it is demonstrated to Auctioneer's satisfaction that such bid was, in fact, timely made, or (iii) promptly after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ringman, or multiple bid assistants or ringmen, have acknowledged bids in the same amount bid from different bidders, or (iv) some other bid dispute arises, Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding (but will not be required to). Any contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid.

27. **Realty Closing.** The Realty Closing will occur at a mutually agreed time and place within thirty (30) calendar days after the Auction, unless extended with the written consent of Seller and Auctioneer.

28. **Settlement Fees, Expenses and Prorations.** Buyer will pay all recording and transfer fees including Grantor's tax and congestion relief fund, title searches, title insurance charges, survey costs and recordation fees. Buyer will be responsible for obtaining any municipal certificates or licenses required in connection with this purchase. To the extent commissions are due to Buyer's agent and/or Seller's agent, such commissions will be paid from the Buyer's Premium. Seller will pay the expense of preparing the deed, certificates for non-foreign status, and state residency and the applicable IRS Form 1099. All taxes and assessments, if any, will be prorated as of the Settlement Date.

29. **Breach.**

29.1. **Seller's Breach.** If Seller breaches any of Seller's obligations, Buyer's sole and exclusive remedy will be return of the Deposit and other monies actually paid by the Buyer. Under no circumstances will Auctioneer or Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity.

29.2. **Buyer's Breach.** If Buyer breaches any of Buyer's obligations, Buyer shall forfeit the Deposit and any other monies actually paid to Seller or Auctioneer, and shall pay all of Seller's and Auctioneer's costs and expenses (including reasonable attorneys' fees and costs of litigation). If the Property is subsequently offered for sale (at auction or otherwise), Buyer shall be responsible for any and all costs and expenses incurred with respect there to, including, without being limited to, advertising and labor. Buyer shall also be responsible for any shortfall between the Purchase Price established at the Auction and any subsequent lower purchase price for which the Property may be sold.

30. **Broker Participation.** A Participating Broker may be paid a Broker Participation Fee, in an amount established by Auctioneer, and from the sources identified by Auctioneer.

31. **Returned Checks.** Any checks that are returned unpaid will be subject to a returned check fee in the amount of \$40.00. In addition to the foregoing, Auctioneer will be entitled to recover, from the issuer of a returned check, all costs and expenses, including attorneys' fees, for the collection of payment made in the form of a check that has been returned unpaid.

32. **No Stop Payment Orders or Credit Card Chargebacks.** Each Bidder agrees that such Bidder will not, under any circumstances, (i) issue a stop payment order with respect to any checks issued at or in connection with the Auction, or (ii) initiate a credit card chargeback with respect to any purchases at the Auction. Each Bidder further agrees that if, in violation of these Terms and Conditions, a stop payment order is issued or a credit card chargeback is initiated, these Bidder Terms and Conditions will be conclusive evidence of the Bidder's (i) waiver of any rights to issue a stop payment order or to initiate a credit card chargeback, and (ii) agreement not to issue a stop payment order or to initiate a credit card chargeback; and each Bidder acknowledges and agrees that on Auctioneer's presentation of these Bidder Terms and Conditions to the bank, credit card company, or other financial institution against which a check was drawn or that issued the credit card on which charges were made, such bank, credit card company, or other financial institution will reverse any stop-payment order and/or deny any credit card chargeback, and will re-credit all amounts to or for the account of Auctioneer. If, in violation of these Bidder Terms and Conditions, a Bidder issues a stop payment order or initiates a credit card chargeback, such Bidder, even if successful, will remain liable for all purchases made at the Auction, and will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or Seller in challenging the stop payment order or credit card chargeback and in collecting payment. Each Bidder acknowledges and agrees that the covenant not to issue a stop payment order or to initiate a credit card chargeback is a condition to the issuance of a Bidder Number to such Bidder, and is being made as an inducement for Auctioneer to accept such Bidder's Bidder Registration and to issue a Bidder Number. Each Bidder acknowledges and agrees that Auctioneer is relying on the covenant not to issue a stop payment order or to initiate a credit card chargeback in accepting such Bidder's Bidder Registration and in issuing a Bidder Number.

33. **Risk of Loss.** The risk of loss or damage to the Property is assumed by the Seller until Settlement, except for in the event of loss or damage to the Property exceeding ten percent (10%) of the bid price, then Seller may elect to either repair the damages, provide credit at Settlement, or terminate the Purchase and Sale Agreement.

34. **Indemnification.** Each Bidder agrees to indemnify and hold Auctioneer and Seller harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.

35. **Private Sale.** No Participant or Registered Bidder may offer to enter into a Private Sale for the purchase of the Property prior to or during the Auction. If the Property is not Struck Off at the Auction and Seller enters into an agreement to sell the Property within 90 days after the Auction, Auctioneer will be entitled to receive the Buyer's Premium or an amount equal to the Buyer's Premium.

36. **Waiver.** Certain provisions of these Bidder Terms and Conditions are for the exclusive benefit of Auctioneer and/or Seller. Such provisions, including, without being limited to, Bidder registration and qualification requirements, deposit and payment terms (including the method, form, and timing of payment), removal and delivery terms, and Property inspection terms), do not create, and will not be deemed to create, any benefits or rights in favor of any other persons, including competing Bidders, and may not be enforced by any other persons. Either globally or on a case by case basis Auctioneer and/or Seller may (but will not be required to) waive any provisions of these Bidder Terms and Conditions that are intended for the benefit of Auctioneer and/or Seller.

37. **Bid Pooling.** Bid pooling occurs when Bidders collude to regulate, and artificially suppress, bidding in an effort to reduce the Hammer Price. Bid pooling is a felony. Anyone participating in bid pooling will be referred for prosecution.

38. **Governing Law; Jurisdiction; Venue.** These Bidder Terms and Conditions will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for Fairfax County, Virginia, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number each Registered Bidder irrevocably and unconditionally (i) agrees that any claim, suit or cause of action relating to these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for Fairfax County, Virginia; (ii) consents to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waives any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waives any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of *forum non conveniens*.

39. **Attorneys' Fees.** If any Participant breaches such Participant's obligations under these Bidder Terms and Conditions, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their respective rights hereunder.

40. **Pre-Auction Offers.** Seller may receive, and may accept, pre-Auction offers for the Property. This means that the Property may be sold prior to the scheduled Auction date, and the Auction may be cancelled.