



**ONLINE BIDDER CONTRACT**

**ONLINE REAL ESTATE AUCTION**

**3187 Cedarville Road, Lawrence Township, NJ 08332**

**Begins Thursday, September 8<sup>th</sup>, 2022 @ 10:00am ET and concludes Wednesday, September 14<sup>th</sup>, 2022 @ 1:00pm ET**

Please carefully review this Online Bidder Contract (“Contract”) and the General Terms and Conditions of Sale (“Terms”). You must follow instructions for the required Initial Escrow Deposit, execute this Contract along with the other required documents within the Bidding Instructions Package, and send to Warner Real Estate & Auction Co., 53 East Avenue, Woodstown, NJ 08098; Facsimile: 856-769-1771; Email: [Rich@WarnerRealtors.com](mailto:Rich@WarnerRealtors.com), in order for you to be able to participate as a Qualified Online Bidder in this Online Auction. All executed documents and the required Initial Escrow Deposit are to be received no later than 1:00 PM, ET, Tuesday, September 13<sup>th</sup>, 2022.

This is a Contract entered into by and between the Bidder (“Bidder”) whose name is identified below and Warner Real Estate & Auction Co. (“Auctioneer”).

- All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidder must be 21 years of age or older. Bidder agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted during this Online Auction.
- Bidder agrees not to retract its offer(s). The successful Bidder is legally bound to purchase the Property awarded in accordance with his/her bid, the Terms, the Real Estate Sales Contract and Addendums, and all other Federal and State Regulations governing contracts for the purchase of real property. Unilateral conditions asserted by any Bidder will not be accepted. There will be a 7.5% Buyer’s Premium added to the Final Bid Price and included in the Total Purchase Price.
- Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of this Online Auction.
- Disputes Between Bidders – If a dispute arises between two or more Bidders, Auctioneer reserves the right to reopen the bidding. Auctioneer’s designation of the successful Bidder shall be final.
- Termination: This Contract constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, without notice, in Auctioneer’s sole discretion. If Bidder dissatisfaction occurs with this Online Auction in any way, Bidder’s only recourse is to immediately discontinue use of this Online Auction. Auctioneer reserves the right to terminate Bidder registration and use of this Online Auction without notice or penalty.
- Hold Harmless – Auctioneer cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means, therefore they cannot guarantee continual, uninterrupted or error free service as the website could be interfered with by means out of Auctioneer’s control. Bidder acknowledges that this Online Auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer may void any sale, temporarily suspend bidding, extend bidding times and/or re-sell the Property that was affected by any malfunction. The decision of the Auctioneer is final.
- Required Escrow Deposit – In order to be fully and properly registered to bid online for this Auction, Bidder will have wire transferred the required Initial Escrow Deposit in the amount of \$25,000 in U.S. Funds to Foundation Title LLC (“Escrow Agent”/“ Settlement Agent”), by 1:00 PM ET on Tuesday, September 13<sup>th</sup>, 2022, Auctioneer will approve your access to bid. Any questions regarding this online bidding process may be obtained by contacting Auctioneer at [Rich@WarnerRealtors.com](mailto:Rich@WarnerRealtors.com) or 856-769-4111 ext. 710.
- Property Inspection: The Bidder is invited, urged, and cautioned to inspect the Property prior to submitting any bid. Failure to inspect the Property shall not constitute cause for cancellation of sale.
- OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE: All bidders are subject to providing appropriate government identification that includes full legal name and date of birth. In addition, all bidders are subject to being required to disclose their place of birth. By providing this information bidders agree to allow Seller to perform a search of the Specially Designated Nationals List, Blocked Persons List and Sanctioned Country List provided by the United States Office of Foreign Assets Control. Seller reserves the right to reject any bidder from registration after this search has been completed. By registering all bidders agree to abide by all the Terms of Sale.
- The Bidder agrees that, should they be the successful Bidder on the Property, all information regarding the transaction may be published on the Auctioneer’s website per the Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 522(2000)).

<b>Name:</b>			
<b>Address:</b>			
<b>City, State, Zip:</b>			
<b>City, Country, Country Code (if outside the U.S.)</b>			
<b>Contact Telephone:</b>		<b>Email Address:</b>	

I hereby acknowledge and accept the above terms of this Online Bidding Contract and agree to comply with same. Facsimile and electronic signatures of the parties to this Contract shall be treated as original signatures.

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**Signature of Acceptance**

**Date**