



ONLINE BIDDER CONTRACT

ONLINE REAL ESTATE AUCTION

Start Date: Friday, January 17th, 2020 @ 8:00 A.M. E.T.

End Date: Thursday, January 23rd, 2020 @ 10:00 A.M. E.T.

561 Main Street, Lumberton, NJ 08048

Please carefully review this Online Bidder Contract (“Contract”) and the Property Information Packet (“PIP”). You must follow instructions for the required proof of Escrow Deposit, execute this Contract and send to Auctioneer, 53 East Avenue, Woodstown, NJ 08098; Facsimile: 856-769-1771; Email: Rich@WarnerRealtors.com, in order for you to be able to participate as qualified online Bidder in this Online Auction. All executed documents and the required proof of Escrow Deposit to be received no later than 5:00 P.M., E.T., Wednesday, January 22nd, 2020.

This is a Contract entered into by and between the Bidder (“Bidder”) whose name is identified below and the Auctioneer.

1. 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.
2. 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 all other Federal and State Regulations governing contracts for the purchase of real property. Unilateral conditions asserted by any Bidder will not be accepted.
3. Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of this Online Auction.
4. 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.
5. Termination: This Contract constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, with out 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, and impose limits on certain features of this Online Auction or restrict bidder access to, or use of, part or the entire Online Auction without notice or penalty.
6. 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 and re-sell the Property that was affected by any malfunction. The decision of the Auctioneer is final.
7. 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.
8. 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.
9. 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)).

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

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