

# **Bidding Terms and Conditions**

**Historic Downtown Thomasville, Georgia Loft and Store Front  
120 North Broad Street, Thomasville, Georgia 31792**

**Online Only Auction  
Tuesday, July 12, 2022, at 2:00 pm**



**[www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com)**

**Final Contract to Include a 10% Buyer's Premium**

## Online Only Auction Real Estate Bidding Terms and Conditions

**Auction Date and Time:** Tuesday, June 30, 2022, at 2:00 pm

**Open House Dates and Times:** Thursday, June 30, from 3:00 – 6:00 pm  
Thursday, July 7, from 3:00 – 6:00 pm

**For More Information Contact:** Jimmy Fitzpatrick  
Weeks Auction Group, Inc.  
(229) 890-2437 – Office  
(229) 221-9209 – Cell  
Jimmy@BidWeeks.com

Please Read the following terms carefully. By registering for this auction, you acknowledge that you have read and understood all terms and conditions herein and set forth within the supporting documentation described in the terms and that you have inspected the property or had the opportunity to do so.

If you do not agree to these terms, please DO NOT bid!

The property will be offered for sale through Weeks Auction Group's Online Bidding Platform.

### **Bidder Registration and Verification:**

For verification purposes, a credit card is required in order to register for this auction. Upon registering, an authorization charge of \$1,000.00 will be charged against the credit card used for registration. This authorization is not a permanent charge placed on your card, it is only a pre-authorization used to verify identity of our bidders and the availability of funds on the credit card used for registration. Please be advised that WAG has no control over the length of time the verification charge remains on your card, that is at the sole discretion of your credit card company. Also, please be aware that registering for multiple auctions could incur multiple verification charges; and in some instances, multiple verification charges may result in a fraud alert being sent to the card holder. WAG reserves the right to reject or accept bidder registrations at its sole discretion.

### **Terms of Sale:**

At the close of the auction, successful bidders will be emailed a contract package. Included in the contract package will be the purchase contract as well as instructions for submitting your earnest money deposit. The earnest money deposit required is **\$25,000.00 in certified funds** as stipulated in the Contract for Sale.

**Bid Increments:**

The Bid Increments will be as follows:

Amount Up to:	Bid Increments
\$10,000	\$500
\$50,000	\$1,000
\$100,000	\$2,000
\$250,000	\$5,000
\$500,000	\$7,500
\$500,000+	\$10,000

WAG reserves the right to adjust bid increments as needed.

**Scheduled Auction End Times:**

The Auction is scheduled to end at the published end time, subject to auto-extend bidding. Each time a bid is placed on any property included in this auction, with the clock showing less than 10 minutes, the clock will reset to 10 minutes for the entire auction. In the event the auto-extend time needs to be reduced, WAG reserves the right to adjust the auto-extend, as needed.

**Buyer's Premium:**

A 10% Buyer's Premium will be added to the bid price for each property to determine the final contract price. For example, if your final bid price is \$100,000, 10% (\$10,000) will be added, resulting in a total contract price of \$110,000.

**Contract for Sale:**

This property is offered under the specific terms provided in the Contract for Sale and specific Contract Special Stipulations as below. The Contract for Sale is available for review at [www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com). Please fully read and review the entire Contract for Sale prior to bidding. If you have any question or concerns to anything included in the Contract for Sale, please contact WAG prior to bidding. Please do not bid prior to reviewing the entire Contract for Sale Document.

## Contract Special Stipulations

1. This sale will be closed by William Clark of Clark & Bellamy, P.C. located at 315 North Crawford Street, Thomasville, GA 31792, (229) 228-5400. The closing attorney will charge the purchaser a closing fee of \$500.00 per cash transaction and \$750.00 per loan transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
2. Notwithstanding any provision to the contrary contained herein, in the event the Closing cannot occur when scheduled due to a COVID-19 related event ("CRE") resulting in the closing attorney, the mortgage lender and/or the Buyer and/or Seller being unable to perform their respective obligations, then the Closing shall be postponed until 7 days after the specific event delaying the Closing has been resolved. If the Buyer or Seller is unable to perform due to a CRE, the affected party shall promptly notify the other party both of the CRE and of its resolution. Buyer or Seller having concerns about attending the Closing or self-quarantining (in the absence of a quarantine or government ordered lockdown that specifically applies to Buyer and/or Seller) shall not excuse Buyer or Seller from attending the Closing either in-person, virtually or through a power of attorney. Buyer or Seller presently having COVID-19 shall excuse Buyer and/or Seller from attending the Closing until the party is no longer at risk of infecting others. However, in all situations where Buyer and/or Seller cannot attend the Closing, Buyer and or Seller shall use their best efforts to fulfill their contractual obligations through a power of attorney. Buyer or Seller experiencing a job loss, reduction in salary or other financial hardship shall not be deemed a CRE. If the CRE causing a permitted delay results in the Closing being delayed by more than 90 days from the original Closing date, then either Buyer or Seller may terminate this Agreement without penalty upon notice to the other party.
3. This property is subject to a Memorandum of Lease between Dale Mediate ("Landlord") and His Daughter Boutique, LLC ("Tenant") dated July 31, 2021 recorded in Deed Book 2445, Page 352-356, Thomas County, Clerk of Superior Court, Georgia Records, as further supplemented and/or amended of record. All prepaid rents on said Property shall be prorated as of the date of the closing of the Property. Any unpaid rents owing as of the date of closing shall be prorated as of the date of closing but not paid by Purchaser to Seller unless the same are actually collected (less any costs of collection). Seller shall transfer to Purchaser all security and damage deposits, if any, which have been paid to Seller by any of the tenants along with an accounting of the same. Purchaser shall enter into an agreement to hold Seller harmless against such transfer of

security or damage deposits. At the closing of the sale, Seller shall execute an affidavit which will verify the number of leases and tenancies then outstanding on the Property, the prepaid rent as to each, and the amount of security deposits as to each. This provision shall survive the closing.

4. The 2022 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
5. The property is being sold as-is where-is.
6. This property is sold subject to all outstanding easements on said property for roads, power and telephone lines and the like and likewise subject to any cemetery or cemeteries that may now exist on this property.
7. This contract excludes all personal property located on the property.
8. This property is being conveyed by General Warranty Deed.
9. Possession of the property will be granted at closing.

**As Is, Where Is:**

All property is selling "As-Is, Where Is" with all faults. It is the buyer's responsibility to conduct any and all inspections and perform all acts of due diligence deemed necessary before bidding. Placing a bid will be considered as acceptance of the property in its as-is condition.

**Bidder Default:**

In the event a winning bidder fails to submit the signed Contract for Sale and/or earnest money deposit as specified in the terms, the winning bidder will be charged an administrative fee of \$2,500.00 on the credit card provided at registration. All administrative fees are non-refundable.

**Bid Cancellation:**

Weeks Auction Group, Inc. reserves the right to remove or cancel the bids and bidding privileges of the party at any time that bids or bidding is deemed to not be in the best interest of the seller.

**Earnest Money Deposit:**

Upon the close of the auction, successful high bidders will be required to submit an earnest money deposit of **\$25,000.00 in certified funds** as stipulated in the Contract for Sale. The successful bidder will have 24 hours to send the earnest money in the form of Wire Transfer or Cashier's Check.

**Real Estate Closing:**

With timing being of the essence, each contract will be a cash contract, not contingent or subject to financing, appraisal, or survey, as described in the Contract for Sale. Closing will take place no more than 30 days from the end of the auction as stipulated in the Contract for Sale. The Buyer will be responsible for all closing costs and the transaction will be conducted by the closing attorney specified in the Contract for Sale.

**Agency Disclosure:**

Week's Auction Group, Inc. herein after WAG is acting as agent for the seller and at no time is WAG responsible for, acting on behalf of, or acting as agent for the buyer. Full agency disclosure will be acknowledged by both seller and buyer on the Agency Disclosure form attached as Exhibit "C" on the Contract for sale.

**Disclaimer:**

Weeks Auction Group, Inc believes all information contained herein to be correct to the best of our knowledge. All information is being furnished to bidders solely for the bidder's convenience and it is always the responsibility of the bidders to determine the accuracy and completeness of all information. Reliance on information provided is solely at the risk of the recipient. Bidders should always conduct their own due diligence, inspections, and investigations prior to bidding. Bidders needing assistance should seek necessary assistance prior to placing a bid.

**Technology Disruptions:**

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.

**Failures by Online Auction Platform Provider and its Affiliates or Contractors:**

Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. 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.

**Disclosure:**

As detailed in Rule 55-10-.01 (3) of the Georgia Auctioneers Commission: Any auction sale is, without requirement of announcement at any time, presumed to be with reserve unless the property are in explicit terms put up at absolute auction. According to Rule 55-10-.01 (4)(b) Weeks Auction Group and our sellers hereby give notice that bids may be made by the seller, or upon the seller's behalf, at any auction with reserve.

***Go Bid Now!***

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