

Bidder # _____ TERMS OF SALE & BIDDER REGISTRATION (Schedule B to Contract to Purchase)

1. The Property is being offered at auction with a reserve.
2. A 10% buyer's premium will be added to the winning bid to determine the final contract price for the Property.
3. Holiday Auction and Realty, LLC ("Broker") is agent for the seller only.
4. This Property sells "AS IS - WHERE IS" with all faults and without warranty of any kind, either expressed or implied, by seller or Broker. A special or limited warranty deed will be furnished at closing.
5. Immediately following bidding and if the reserve has been met, the winning bidder must execute a Contract to Purchase ("Contract") with no contingencies of any kind. The winning bidder must also deposit \$5,000 ("escrow deposit") with the closing attorney no later than the end of the next business day, to be held in escrow and applied towards the purchase price. The balance of the sales price must be paid within thirty (30) days at closing. Time is of the essence. Seller reserves the right in his sole discretion to extend the closing date an additional 30 days if needed. In the event that buyer fails to comply with the Contract and/or close within the required timeframe, the escrow deposit will be forfeited, but such forfeiture shall not affect other legal remedies available to seller by law and by contract.
6. Buyer agrees to pay ALL closing costs, including but not limited to, attorneys fees, deed stamps and preparation, survey, and termite inspection. Taxes, utilities, rents and other assessments, shall be prorated between the buyer and seller to the date of closing. Possession will be at closing, unless otherwise announced.
7. All information announced, published or contained herein or in any brochure or advertisement was derived from public records and sources believed to be correct; however, it is not guaranteed by the seller or Broker and is subject to inspection and verification by all parties before bidding. All square footage, dimensions, taxes, zoning, acreage, permitted uses, property lines, assessments and other information about the Property being sold are approximate and not guaranteed. Personal on-site inspection is strongly recommended. It is bidder's responsibility to determine the condition, genuineness, function, suitability for use, and value of the Property before bidding. The failure of any bidder to inspect, or to be fully informed about the Property, will not constitute any grounds for any claim or demand for adjustment or withdrawal of bid, offer or escrow deposit. Announcements made from the auction block take precedence over all other verbal, printed, announced and/or distributed information. Neither seller nor Broker is responsible for any errors or omissions made in the description of the Property prior to or at auction. This sale may be modified or withdrawn at any time.
8. INTERNET, MOBILE APP, AND TELEPHONE BIDDERS ("OFFSITE BIDDERS"): Offsite Bidders are subject to all published and announced terms of sale. During an online auction, extended bidding time may be given when bids are placed within several minutes prior to the close of bidding. Offsite Bidders may not be able to inspect the Property as well as if they examined it in person and must do their own due diligence regarding the Property before bidding. Broker will not be responsible for any errors or omissions in the description of the Property. Broker is providing Internet, mobile app, and/or telephone bidding as a service to bidder. This service may or may not function correctly the day of the auction. Under no circumstances shall bidder have any kind of claim against Broker, seller, auctioneer or the software for any missed bids or if the Internet, mobile bidding application or phone service fails to work correctly during the auction for any reason. Prior to placing bids online or through a mobile application, a person must complete and be approved through the online registration process. If the winning bidder is an Offsite Bidder, the Contract to Purchase will be emailed and the winning bidder must by the end of the next business day execute and email, fax, or overnight delivery to Broker the signed Contract and send the earnest deposit to the closing attorney (by cashier's check or wire transfer). If the event the winning bidder fails to submit the signed Contract and/or earnest money within the required time frame, the offsite winning bidder will be charged a non-refundable auction administrative fee of \$1,000 (per property) on the credit card provided at registration. Such auction administrative fee shall not affect the other legal remedies available to seller against the winning bidder for default.
9. LEAD PAINT: On properties built before 1978, potential purchasers, at their option, may have the Property inspected for lead based paint within 10 days prior to auction date.
10. Seller and Broker reserve the right to refuse admittance to or expel anyone from the auction for creating a disturbance, bidder intimidation or bid collusion. Broker, seller, and auctioneer shall not be liable to any person for damages to their person or property while in, on or about the Property, whether before, during or after the auction, nor shall they be liable for any defects in the Property. All persons enter the Property at their own risk, must proceed with extreme caution, and shall defend, indemnify, and save harmless Broker, Seller, and auctioneer from any and all liability whatsoever.
11. Licensed South Carolina auctioneer(s) will conduct the auction. Conduct of the auction and increments of bidding are at the sole discretion and direction of the auctioneer. The auctioneer has the sole discretion to advance the bidding and reject any bids which do not advance and/or are injurious to the auction, including but not limited to, nominal, suspicious and/or suspect bids. The auctioneer, Seller and Broker reserve the right to offer this Property for sale in any manner they see fit. All decisions of the auctioneer shall be final concerning matters such as increments and manner of bidding, disputes among bidders, groupings of tracts, priorities of bidders, the validity of any bid, the high bidder, and any other matters that may arise during the sale. Auctioneer, Seller and Broker reserve the right to accept any pre-auction offers and/or cancel or postpone the auction at any time. Seller,
12. Bidding is open to the public to all registered bidders. The identity of all bidders must be verified before the auction, bidding rights are provisional, and if complete verification is not possible, the registration will be rejected and bidding activity will be

terminated. Bidders must use their assigned bid numbers. No transfer will be recognized from one bidder to another. Bidding in the auction is a binding contract.