



20.63 Acres +/-, Highway 49 N, Paragould, AR 72450

I acknowledge this is a confirmation auction and that my offer will be **subject to the seller confirmation**. By signing this certification and returning it to the offices of SOLDasap.com or an employee or contractor therein, I hereby certify that:

1. I understand that If I am the successful bidder, I will be required to sign the agreement of purchase and sale immediately upon notice of being the successful bidder. I understand that it is a **legally binding contract**.
2. I understand that a **10% buyer's premium** will be added to my final bid and is due in addition to my final bid to complete the final purchase price. Final bid + 10% of the final bid = Contract Sales Price.
3. I understand that **the auctioneers are working for the seller**, there is no relationship of dual agency.
4. I understand that the purchase price of the property will become public information immediately following the auction and that this information may be published.
5. I understand that the property has or has not been surveyed for this auction. I understand that if the buyer desires a full survey, it will be at the buyer's expense. **Present survey completed December 6, 2023. A copy is available online on our website.**
6. I inspected the property prior to bidding or had the opportunity to do so. I understand that all **property is selling AS IS, WHERE IS and NO warranties are expressed or implied**.
7. The seller or the auction company are not responsible for cleanup of the property. NO appliances convey with property unless agreed upon separately.
8. I understand that the property contract **will NOT be contingent** upon my ability to obtain financing or any other reason, including survey. Upon becoming the high bidder, I understand that I will be required to sign a certified check in the amount of **\$10,000, per tract**, made payable to Soldasap, LLC as earnest money deposit. Due immediately, the day of auction, after auction ends. If the high bidder does not submit the down payment and sign the contract by 4:00 pm the day after auction day, the seller will not be obligated to sell the property to the high bidder and may immediately enter into a contract with another buyer. Defaulting Buyer will still be responsible for down payment.
9. I understand that the closing will take place no more than **45 days** from the date of the auction, sooner if buyer and seller agree. **Time is of the essence**.

10. I understand that the Auctioneer reserves the right to conduct the auction in an orderly fashion, without interference or nuisance. Conduct of the auction and increments of bidding are at the sole discretion of the auctioneer. In case of a dispute among competitive bidders, auctioneer may open bidding to identify the high bidder or may declare one as the successful bidder. Any and all decisions made by the auctioneer shall be final. **The auction company is not responsible for missed bids or technical difficulties such as lost internet connection on the buyers end or computer malfunction.**
11. I understand that the announcements made by John & Tasabah Malone, at the time of sale, take precedence over any and all preprinted material. I also understand that announcements & preprinted material referring to the property description, utilities, property conditions, survey, square footage, acres, or school district are believed to be correct but are not guaranteed. If I wish to know these details, I must verify them on my own prior to bidding.
12. I understand that if this property is **sold subject to seller confirmation**, trustees, executors, administrators, or any applicable party, Auctioneers have 48 hours to present the high bid offer to the seller for confirmation. **I understand that my bid is irrevocable.**
13. I understand that the buyer will pay buyer's closing cost and sellers will pay seller's closing cost.
14. Buyer shall have the right to review a commitment to provide title insurance prior to closing. If title issues occur and seller is unable to provide marketable title, seller shall have minimum of 30 days to cure the objections. Preliminary Title Search will be completed with title company of sellers choosing.
15. Taxes will be prorated as of closing and paid by seller. Revenue Stamps will be split between buyer and seller.
16. I understand that If I fail to sign the purchase agreement immediately upon notice of being the highest bidder, I will lose my rights to purchase the property. The auctioneer & seller will have the right to reopen the bidding, sell the property to another bidder & I will pay the auction company 10% of my final bid.
17. I understand that the collusion or bid rigging is a federal felony.
18. I understand that participation in the auction is at Bidder's sole risk and Seller and auctioneer, plus their agent, contractors, and employees, shall have no liability on any basis.
19. By registering, I acknowledge receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agree to be bound by both.
20. Copyright: I understand the Auction is the exclusive intellectual property of the auctioneer and may not be recorded, reproduced, or used in any form by anyone other than by Soldasap, LLC.
21. No commission will be paid to an agent of broker who is participating in the purchase of the property as a principal. Registration agents/brokers by other agent/brokers will not be accepted.
22. **EXTENDED BIDDING DYNAMIC CLOSING:** If a bid is entered within the last 5 minutes of the closing of an item, the closing time will be extended by 5 minutes to ensure sufficient time for bidders to submit their bids. Extended Bidding will continue until no bids are placed within 5 minutes.

23. Soldasap, LLC is required by law, AREC Regulation Section 10.12, to present ALL offers. Pre-Auction offers are welcome. Seller has the right to accept or reject any offers.

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ENTITY IN WHICH BIDDER WILL TAKE TITLE: _____

PRINTED NAME: _____

SIGNATURE: _____

SIGNATURE: _____

WITNESS SIGNATURE: _____

ADDRESS: _____

PHONE: _____ CELL PHONE: _____

EMAIL: _____

DATE OF SIGNATURES: _____