

## Auction Terms & Conditions

### ONLINE WEBCAST ABSOLUTE AUCTION TERMS & CONDITIONS:

AUCTION PROPERTY: 2036 Lakeside Drive, Lexington, KY 40502

DATE OF SALE: Friday, August 31 at 12:00 PM

LOCATION: Auction will be held live on-site at 2036 Lakeside Drive. Auction will also be webcast at [www.halfhillauctions.com](http://www.halfhillauctions.com) with online bidding available.

TERMS OF SALE: The successful bidder shall be required to enter into a non-contingent auction purchase agreement and a deposit of 10% of the contract purchase price is due in USD immediately upon the conclusion of the auction and must be received by the Auction Company within 48 hours. We accept personal, business, & cashier's checks on real estate sales. The balance of the purchase price is to be paid on or before 30 calendar days, from the date of the auction. TIME IS OF THE ESSENCE.

CLOSING: The successful purchaser is hereby notified that they must hire an attorney to check the title and coordinate the closing with the auction company.

BUYER'S PREMIUM: A 10% buyer's premium will be added to the high bid and included in the total contract purchase price. Example: High bid of \$100,000.00 plus 10% buyer's premium = \$110,000.00 contract purchase price.

PROPERTY INSPECTION: Each potential bidder is responsible for conducting, at his or her own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. We welcome on-site inspections at the advertised public viewing on Sunday, August 26, 2018 from 2:00 PM to 4:00 PM and one hour prior to the auction. For other showing arrangements please call the auctioneer, Jim Halfhill at 859-338-5764 or Jim Halfhill, Jr. at 859-221-9373.

POSSESSION: Possession will be granted with deed transfer, subject to any existing leases, tenants, or occupants.

REAL ESTATE TAXES: Pro-rated to deed transfer date.

PROPERTY ENCROACHMENT: Please note there is an encroachment onto the neighboring property, known as 2040 Lakeside Drive, Lexington, KY 40502. There is a recorded encroachment agreement pertaining to a portion of the pool and decking on file with the Fayette County Clerk. The undersigned bidder acknowledges notice of the recorded encroachment agreement.

INSURANCE: The successful purchaser of the subject property is hereby notified that they may wish to insure their interest in the property to the day of deed transfer, if applicable.

SPECIAL NOTICE: The property is offered "AS IS, WHERE IS", and with all faults, with no warranties expressed or implied of any kind. Property will be conveyed by "General Warranty" deed with no liens or encumbrances, other than existing covenants, restrictions and easements of record. Bidders should carefully verify all information and make their own decisions as to accuracy thereof before bidding. The

successful bidder today will be required to waive their right to a lead based paint inspection. NOTE: Announcements the day of the auction take precedence over any prior information.

**BIDDER'S ACKNOWLEDGEMENT:** By acceptance, you as a successful bidder agree to the terms and conditions stated herein. This document is part of the non-contingent contract of sale to purchase the property. This is a public offering open to all.

All property is sold in "AS IS, WHERE IS" condition. ALL SALES ARE FINAL! Bidder understands and agrees that no refunds, exchanges, adjustments, charge backs, etc. will be allowed or permitted. Property is available for inspection at specified times and it is the bidder's responsibility to determine condition or fitness of purpose. Bidder's failure to inspect any item or lot will not constitute grounds for any claim, refund, adjustment or charge back, etc.

All description information has been gathered from sources which we believe to be reliable, but are not guaranteed. Auctioneer makes no warranty or guarantee of any kind with respect to condition, authenticity, provenance, source, suitability for a particular purpose, etc. Auctioneer reserves the right to change, modify or delete any item or lot or description in the auction as may be necessary. **SERVER & SOFTWARE TECHNICAL ISSUES:** In the event there are technical difficulties related to the server, software or any other on-line auction related technologies, Halfhill Auction Group reserves the right to extend the bidding, continue the bidding, or close the bidding. **NEITHER THE COMPANY PROVIDING THE SOFTWARE nor HALFHILL AUCTION GROUP SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON.** Email notifications will be sent to registered bidders with updated information as deemed necessary by the Auctioneer.

Any dispute between Halfhill Auction Group, its agents or representatives and the buyer(s) will be tried in a court of jurisdiction in Fayette County, Kentucky. By bidding on the property, buyer agrees to all terms and conditions set forth.

Halfhill Auction Group reserves the right to alter this agreement at any time. This will take place by updating this site. Please check back and review these terms and conditions as every time you use this site you are agreeing to the terms and conditions as they are written at that time.

**BIDDER DEFAULT:** Failure to complete a purchase is illegal and will result in one or more of the following: (1) Prosecution, (2) loss of bidding privileges with Halfhill Auction Group. If a bidder at any time feels his/her username, password or bidder number has been compromised due to lack of security by the bidder, notify Auctioneer immediately.

For additional information contact Halfhill Auction Group at 859-338-5764 or 859-221-9373.

**TIME IS OF THE ESSENCE** in regard to all auction terms and conditions.