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Deposit Taken \_\_\_\_\_ Returned \_\_\_\_\_

Bidder Number \_\_\_\_\_

## **REGISTRATION CONTRACT**

**IMPORTANT - READ CAREFULLY. ALL SALES WILL BE CONSIDERED SOLD AND FINAL**

**ALL BIDS ARE SUBJECT TO A 10% BUYER'S PREMIUM. The buyer's premium is added to the winning bid and is payable as part of the total purchase price.**

**LIVE AUCTION**  
**3022 Pebble Creek St., Melbourne, FL 32935**

**February 21, 2010 at 2:00 PM (EST)**

### **BE PREPARED TO BID AND BUY!**

#### **TERMS OF SALE – DEFINITIONS:**

Auction Property Owners are auctioning for sale the property commonly referred to as 3022 Pebble Creek Street, Melbourne, FL 32935; Further herein Owners are referred to as "Sellers".

**Live Auction** is the sequential calling or taking of bids by the Auctioneer, Nicholas Varzos, from the audience of Registered Bidders conducted at the Auction Property.

**Auctioneer is** Nicholas Varzos, herein referred to as Auctioneer who holds licenses issued by the appropriate cities and municipalities. Further in the State of Florida he holds Auctioneer License # AU2557.

**Registered Bidders** are all persons who complete, sign, and acknowledge acceptance of this Registration Contract (the "Contract") and any other terms of the Auction as established by the Auctioneer, and who present at the time of registration and prior to bidding an Initial Deposit of five thousand dollars (\$5,000). Registered Bidders are referred to as "Bidders".

**Initial Deposit** is CASH OR CASH EQUIVALENT INSTRUMENT earnest money, in the amount of five thousand dollars (\$5,000) payable to himself, the Title Company, or the Auctioneer. It must be delivered to the Auctioneer at the time of registration and in all cases before the Auctioneer's first call for bids. The Winning Bidder agrees to forfeit all claims to the Initial Deposit for the particular Auction Property won upon announcement by Auctioneer of the Winning Bidder's identity. The Initial Deposit shall be credited against the Winning Bidder's purchase payment. At that moment, the Initial Deposit will become non-refundable

**Additional Cash Deposit is** that amount equal to ten percent (10%) of the Hammer Price less the five thousand dollars (\$5,000) Initial Deposit. The Additional Cash Deposit must be deposited into escrow within twenty-four hours (24 hrs) of the announcement of the Winning Bidder's identity by the Auctioneer.

**Hammer Price** is the amount of the Winning Bidder's highest and final bid as cried "SOLD!" by the Auctioneer at the conclusion of the Auction.





Deposit Taken\_\_\_\_ Returned\_\_\_\_

Bidder Number\_\_\_\_

**Buyer's Premium** is ten percent (10%) of the Hammer Price and is added to the Hammer Price which constitutes the Total Purchase Price of the Auction Property.

**Balance of Cash Payment** is the amount needed to close, not including closing costs.

**Closing** shall be on or before March 23, 2010, or as otherwise set forth in the Purchase Agreement.

**Calendar Day** includes Saturdays, Sundays and legal holidays.

**Total Purchase Price** is the Hammer Price of the Winning Bidder plus the Buyer's Premium.

**Sealed Bids – Absentee Bidders** shall be qualified Registered Bidders who submit qualified Sealed Bids including the Initial Deposit and all auction registration paperwork, signed and delivered prior to the Auctioneer's first call for bids at the Live Auction. The Auctioneer, at his sole discretion, may accept or reject any Absentee Bidder's Sealed Bid.

**Winning Bidder** will be declared solely by the Auctioneer. The Winning Bidder may be the highest final Bidder's Amount at the Live Auction, the highest qualified Sealed Bid as solely disclosed by the Auctioneer immediately following the Live Auction, or the highest final Bidder's amount submitted by a qualified Registered Bidder from the internet during the Live Auction to be held at the Auction Property.

**Purchase Agreement** means the Auction Real Estate Purchase and Sales Agreement provided to the undersigned Registered Bidder with this Auction Contract, the receipt and approval of which the undersigned acknowledges by his signature below.

**Purpose of the Auction** is to sell the Auction Property to the highest final Bidder on behalf of the Sellers.

Highest bid may be determined by one of the following mechanisms:

- 1) Live Auction, called verbally before duly Registered Bidders, at the Auction Property, by the Auctioneer. Note: All claims, protestations, arguments, conflicts, disputes, or similar will be subject to the final and sole decision of the Auctioneer, Nicholas Varzos.
- 2) Absentee auction, by Sealed Bid, submitted from duly Registered Bidders, prior to the start or opening of the Live Auction called verbally by Auctioneer, Nicholas Varzos.
- 3) Webcast – live internet auction room bidding, telephone and cable-TV, by duly Registered Bidders, approved prior to the start or opening of the Live Auction called verbally by the Auctioneer, Nicholas Varzos.

**NOTE:** The highest bid submitted on a timely basis, as decided by the Auctioneer, Nicholas Varzos, shall be the winning bid. The Winning Bidder shall also be known as the Buyer. The Buyer has specific obligations to timely execute the Purchase Agreement and timely deliver the Additional Cash Deposit and the Balance of the Cash Payment herein described. It is the purpose of this Auction to sell the Property, for the highest price attainable in a competitive bidding arena.





At the end of the Live Auction, as called verbally by the Auctioneer on February 21, 2010, any Sealed Bids submitted by Absentee Bidders for such Auction Property shall then be opened. Upon reviewing the Sealed Bids, Auctioneers shall announce the apparent highest qualified bidder to become the Buyers of the particular Auction Property upon full cash payment of the bid offer within the time herein noted.

Should the highest Bidder fail to execute the Purchase Agreement or deliver the Additional Cash Deposit or the Balance of the Cash Payment as required herein, or fail in any way to perform any other purchase and payment obligation of his bid, then the second highest bidder, as determined by the Auctioneer, and subject to the Sellers' sole approval, shall become the new Buyer of the Sellers' Auction Property, subject to their ability to execute the Purchase Agreement and pay the full cash payment of their offered bid within the herein noted time. Such second highest bidder shall execute a Purchase Agreement and Back-Up Addendum as required herein.

**Winning Bid shall be the Amount cried "Sold" as the Hammer Price by the Auctioneer, Nicholas Varzos or disclosed by the Auctioneer after reviewing the sealed and duly registered Absentee Bids.**

All sales herein are considered final and binding upon the Buyer. The total Purchase Price of the Auction Property is NOT contingent on any terms of fulfillment by the Sellers other than the delivery of marketable title to the Buyer as described herein. The Auction Property to be SOLD AS-IS and WITH ALL FAULTS, IF ANY, except as may otherwise be set forth in the Purchase Agreement. Buyer represents and warrants that he has used due diligence to secure professional third party reports and physical inspections of the Auction Property, at Buyer's sole expense, relating to the condition, value, usefulness, size, aptness, correctness, fitness, terms, or description of the Auction Property, PRIOR TO BIDDING.

**ADDITIONAL DEPOSIT AND EXECUTION OF PURCHASE AGREEMENT**

Winning Bidders present at the Live Auction must proceed to the contract area within twenty minutes (20) after the announcement cry of "SOLD" to sign the Purchase Agreement and any related purchase documents. If the Winning Bidder does not present himself to the contract area within twenty minutes (20) after the announcement cry of "SOLD" by the Auctioneer, the Winning Bidder may be subject to forfeiture of his Initial Deposit for such Auction Property subject to the Auctioneer's discretion. Winning Bidders must deliver the Additional Cash deposit in immediately available funds to the Title Company prior to 2:00 p.m. (EST) on February 22, 2010. In the event the Winning Bidder fails to execute the Purchase Agreement or fails to deliver the Additional Cash Deposit strictly in accordance with the terms of this Contract, the Winning Bidder forfeits all of his Initial Deposit of five thousand dollars (\$5,000), and Winning Bidder releases the Initial Deposit to the Sellers and Sellers are free to dispose of the Auction Property to the next highest bidder or the person of Sellers' choice.

**The first five thousand dollars (\$5,000) must be paid in CASH or CASH EQUIVALENT INSTRUMENT.** Personal checks and Bank Credit Cards will not be allowable for the purchase price unless prior approved by Auctioneer.

**PRORATION OF FEES:**





Deposit Taken\_\_\_\_ Returned\_\_\_\_

Bidder Number\_\_\_\_

The Buyer will be required to pay all typical closing costs associated with real property sales in Brevard County, the State of Florida, pursuant to the provisions of the Purchase Agreement.

### **PURCHASE CONTRACTS**

The Auction Property will be sold pursuant to the terms and conditions of this contract and the Purchase and Sales Agreement. Title to the Auction Property will be conveyed to the Buyer only after the entire purchase price has been paid in full. In the event any provision of this contract conflicts with the provision of the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement, once fully executed by Buyers and Sellers shall prevail.

Buyers may NOT assign contracts to third parties.

### **CONDITIONS OF SALE**

**The highest bid shall be considered an agreement to buy and is final.** Buyers acknowledge that the Auction Property is being sold at public auction, and is subject to all existing covenants, conditions, restrictions, reservations, exploration rights, easements, rights of way, assessments, zoning, Public Report Covenants, and all other land use restrictions.

#### **Sellers do WARRANT that:**

- (1) Title to the Auction Property is merchantable
- (2) There are no monetary liens on the Auction Property other than assessments or bonds, if any.
- (3) There are no Trust Deeds on the Auction Property unless disclosed in this document or attachment.
- (4) Property tax bills, which become delinquent before or on the sale date, will be paid by the Sellers. Property tax bills, which become delinquent after the sale date, will be the responsibility of the Buyer.

#### **Sellers DO NOT WARRANT and assume NO LIABILITY for any of the following:**

- (1) Zoning, building codes, subdivision regulations, or any other land use restrictions. Local Planning Building Department and Safety Department or other professionals should be contacted.
- (2) Bonds for water, utilities, sewer and street improvements, association fees and/or any city or county assessments, which are to be assumed by the Buyer over and above the sales price. Sellers' warranties are limited to these expressed warranties. If at any time the Buyer discovers a breach of warranties, or any other breach by Sellers, the Sellers' liability shall be limited to:-

- (1) Rescission and cancellation of the sale, and a refund of all monies paid towards the purchase, including fees, paid by the Buyer at the time of purchase, or
- (2) Sellers have the option to cure the defect at Sellers' expense. However, if the defect is covered by title insurance, the Buyer shall pursue the claim with the title insurer instead of the Sellers. If the sale is rescinded after conveyance of the Auction Property to the Buyer, the Buyer shall execute and deliver a valid deed conveying title back to the Sellers in the same condition in which it was received. Sellers shall not be responsible for Buyer's incidental or consequential expenses. Warranty shall not extend to any third party.
- (3) Auctioneer or Sellers, for any reason, may cancel the Auction prior to the taking of the first bid with no penalty or cost from Bidders. All Bidders' deposits will be returned immediately.





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Bidder Number\_\_\_\_\_

### **TRANSFER OF TITLE**

The Sellers warrant that title to the Auction Property is, on the date of sale, free of all recorded monetary liens except as disclosed in the title report made available by Sellers to Bidders. By his signature below, the undersigned acknowledges receipt of the CC&R's and all Home Owner Association Rules & Regulations for the Auction Property, and further acknowledges his approval of the title described therein. In the event that a typographical error exists in the legal descriptions, Assessor's Parcel Numbers, or parcel size, the Sellers may correct the error and proceed with the recording or re-recording.

### **PROPERTY INSPECTION**

**Look before you buy!** Prospective bidders are required to inspect the physical condition and investigate the suitability of the Auction Property prior to making a bid. Bidders must conduct and rely solely upon their own investigation of the Auction Property and not any information provided by the Sellers, the Auctioneer, the Brokers or any third party. By his signature below, the undersigned acknowledges that he has investigated the physical and environmental conditions of the Auction Property and the operative and proposed governmental laws and regulations to which the Auction Property is or may be subject and shall accept the Auction Property, if a Winning Bidder, solely upon the basis of his review and investigation. The undersigned assumes the risk that adverse physical and environmental conditions may not have been revealed by his own investigation. The undersigned further acknowledges that neither the Sellers, Auctioneer or any Broker, nor their agents and employees or other persons acting on their behalf, have made any representation or warranty of any kind in connection with any matter relating to the condition, value, fitness, or zoning of the Auction Property upon which Bidder has relied directly or indirectly for any purpose, and any such warranty, except as may be set forth in the Purchase Agreement, is hereby disclaimed. Failure of a Buyer to be fully informed on the condition of the Auction Property will not constitute grounds for any claim adjustment or right to cancel sale.

All the information contained herein and on our maps has been obtained from sources deemed reliable, but is not guaranteed, and may be incomplete or in error. The Sellers DO NOT WARRANT the accuracy thereof. Auctioneer has made no independent investigation of any information provided, and assumes no responsibility for the providing of or absence of any information, whatsoever, or for the accuracy thereof. The Sellers reserve the right to deny any person admittance to or expel anyone from the auction site for any reason, including: for interference, nuisance, canvassing or solicitation.

Auctioneer, or Seller, may cancel auction, sell the property prior to auction, or change the terms of the Auction prior to 2:10 PM (EST) on February 21, 2010 with no prior notification. Bidders hold Auctioneer and Seller harmless from any costs or damages from such cancellation, withdrawal, or pre-auction sale.





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**Release of Film/Image Rights:** This Auction will be filmed and my signature below releases all rights to the use of my image in such filming and recordation.

**THE UNDERSIGNED does hereby AGREE to ABIDE BY AND PERFORM IN ACCORDANCE WITH ALL TERMS OF THIS CONTRACT AND AUCTION as governed under the Laws of the State of Florida and statements of conditions herein. Further, if I/We are the Winning Bidder(s), I/We promise to comply with and be bound by the TERMS AND CONDITIONS OF SALE of the Auctioned Property as set forth in this Contract and in the Purchase Agreement, as well as any SPECIAL TERMS AND CONDITIONS OF SALE, as authorized by the City of Melbourne, and/or the Governor of the State of Florida.**

February 21, 2010

**PLEASE PRINT CLEARLY BELOW**

Print Full Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Social Security or ID# **\_(Last 4 Digits Only)** \_\_\_\_\_

Tel: \_\_\_\_\_ email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Name of Buyer Broker/Agent (IF ANY- **Must Be Present**)

Name of Agent \_\_\_\_\_

Broker \_\_\_\_\_

Address \_\_\_\_\_

Tel: \_\_\_\_\_ email \_\_\_\_\_

