

AUCTION TERMS & CONDITIONS

VERY IMPORTANT! READ CAREFULLY BEFORE YOU ATTEMPT TO BID. ONCE YOU BID, YOU WILL BE BOUND LEGALLY BY THE FOLLOWING TERMS AND RULES THAT ARE STATED HERE.

GENERAL TERMS: THE AUCTION WILL BE CONDUCTED BY HOLUB REAL ESTATE (BROKER) & GARY HOLUB (AUCTIONEER) ON BEHALF OF THE OWNERS OF THE PROPERTY, REFERRED TO AS THE SELLER. AUCTIONEER IS NOT RESPONSIBLE FOR THE ACTS OR REPRESENTATIONS OF SELLER. THE AUCTION SHALL BE GOVERNED BY THE TERMS SET FORTH HEREIN (THE AGREEMENT), AND ANY ADDITIONAL TERMS AND CONDITIONS THAT ARE POSTED CONCERNING THE SPECIFIC PROPERTY. THE AGREEMENT CONSTITUTES A VALID, BINDING CONTRACT BETWEEN INDIVIDUALS PARTICIPATING IN THE AUCTION WITH THE INTENT TO PURCHASE PROPERTY, REFERRED TO AS THE BIDDER OR BUYER, AND SELLER/AUCTIONEER. THE TERM BIDDER OR BUYER SHALL INCLUDE, BUT NOT LIMITED TO, THE INDIVIDUAL OR THE COMPANY REPRESENTED BY THE INDIVIDUAL AND ANY AND ALL OF ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OFFICERS, AND DIRECTORS. AUCTIONEER IS NOT RESPONSIBLE FOR STATEMENTS MADE BY THE BIDDER, BUYER, OR OTHER PARTIES. AUCTIONEER RESERVES THE RIGHT TO PERIODICALLY CHANGE THE TERMS AND CONDITIONS OF THE AGREEMENT, WHICH SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. IT IS THE BIDDERS RESPONSIBILITY TO REVIEW ANY AND ALL CHANGES MADE TO THESE TERMS AND CONDITIONS PRIOR TO BIDDING ON PROPERTY. THE ACT OF SUBMITTING A BID SHALL CONSTITUTE BIDDER ACCEPTANCE OF EACH AND EVERY TERM AND CONDITION CONTAINED HEREIN, ANY ADDITIONAL TERMS AND CONDITIONS POSTED WITH THE PROPERTY, AND ANY CHANGES MADE WITHIN THE FULL AGREEMENT. ALL PERSONS ATTENDING, INSPECTING OR BIDDING ASSUME ALL RISKS WHATSOEVER OF DAMAGE OR LOSS TO PERSON AND PROPERTY AND SPECIFICALLY RELEASE THE AUCTIONEER FROM ALL LIABILITY. AUCTIONEER IS NOT LIABLE BY REASON OF ANY DEFECT IN, OR CONDITION OF, THE PROPERTY OR THE PREMISES ON WHICH THE PREVIEW/SALE IS HELD. AUCTIONEER IS RELEASED FOR ANY CLAIMS TO ACTUAL DAMAGE TO THE PROPERTY SOLD AND/OR CONSEQUENTIAL DAMAGES THAT MAY

RESULT FROM THE SALE OF DEFECTIVE PROPERTY.

DISCLOSURES/NO WARRANTY: THERE IS NO WARRANTY OFFERED, EXPRESSED OR IMPLIED, BY HOLUB REAL ESTATE & GARY HOLUB OR SELLERS FOR ANY PROPERTY. ALL PROPERTY ARE SOLD AS-IS, WHERE-IS, AND WITH ALL FAULTS AND DEFECTS THEREIN. ALL SALES ARE FINAL. ALL INFORMATION PROVIDED IS BELIEVED TO BE CORRECT BUT NO WARRANTY AS SUCH IS EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BIDDER IS SOLELY RESPONSIBLE TO DETERMINE CONDITION, AGE, AUTHENTICITY, VALUE OR ANY OTHER DETERMINATIVE FACTOR. BIDDER INSPECTION OF THE PROPERTY PRIOR TO SUBMITTING A BID IS STRONGLY RECOMMENDED. AUCTIONEER RESERVES THE RIGHT TO ADD OR WITHDRAW PROPERTY FROM THE AUCTION. AUCTIONEER RESERVES THE RIGHT TO SELL PROPERTY ABSOLUTE OR WITH RESERVE, AT SELLERS DISCRETION. THE SELLER DOES HAVE THE RIGHT TO MAKE THE FINAL BID AND THE AUCTIONEER DOES HAVE THE RIGHT TO BID ON BEHALF OF THE SELLER. THE AUCTIONEER RESERVES THE RIGHT TO OPEN THE BID AS THE RESULT OF A TIE BID OR DISCREPANCIES IN THE BID.

FINANCING DISCLOSURE: BUYER ACKNOWLEDGES THAT PROPERTY CONDITION OR TYPE MAY ADVERSELY IMPACT THE AVAILABILITY OF FINANCING FOR SAID PROPERTY. BUYER AGREES TO ACCEPT 'AS IS, WHERE IS' AND IS RESPONSIBLE FOR ALL COSTS AND REMEDIATION THEREIN. BUYER AGREES TO ACCEPT WITH NO CONTINGENCIES. . BUYER FURTHER ACKNOWLEDGES NEITHER SELLER, HOLUB REAL ESTATE, GARY HOLUB, NOR ITS AGENTS MAKE ANY ASSERTIONS OR GUARANTEES AS TO THE CONDITION OF SAID PROPERTY OR THAT UTILITIES, PLUMBING, OR FIXTURES THEREIN WILL MEET ANY FINANCING GUIDELINES. BUYER IS ENCOURAGED TO PERFORM AN INDEPENDENT INSPECTION. PERSONAL PROPERTY NOT INCLUDED. ONLY TITLE TO THE REAL ESTATE IS BEING CONVEYED. PERSONAL PROPERTY MAY BE PRESENT, BUT IS NOT INCLUDED IN THE AUCTION. REMOVAL OF PERSONAL PROPERTY REMAINING ON SITE AT THE TIME OF CLOSING IS THE RESPONSIBILITY OF THE BUYER. CLOSING MUST OCCUR ON OR BEFORE APRIL 17, 2018.

BIDDER REGISTRATION: BIDDER MUST BE 18 YEARS OF AGE OR OLDER, AND IS REQUIRED TO REGISTER FOR THE AUCTION. IN REGISTRATION, BIDDER MUST SUBMIT INFORMATION FOUND TO BE CURRENT, COMPLETE, AND ACCURATE FOR PROPER IDENTIFICATION. AUCTIONEER DOES NOT SELL OR RENT THIS INFORMATION. AUCTIONEER USES EMAIL

MAILING LISTS TO NOTIFY CUSTOMERS ABOUT ONLINE AND LIVE AUCTIONS. CUSTOMERS WHO DO NOT WISH TO BE NOTIFIED SHOULD CONTACT THE OFFICE OF THE AUCTIONEER AND REQUEST REMOVAL FROM THE EMAIL MAILING LIST. BIDDER IS RESPONSIBLE FOR SECURITY OF HIS/HER BIDDING NUMBER/USER NAME AND PASSWORD, AND ANY AND ALL BIDS PLACED UNDER THE ASSIGNED NUMBER/ID. AUCTIONEER SHOULD BE NOTIFIED IMMEDIATELY IF BIDDER BELIEVES NUMBER AND/OR PASSWORD HAVE BEEN COMPROMISED. AUCTIONEER RESERVES THE RIGHT TO TERMINATE REGISTRATION, DENY ANY PERSON FOR ANY REASON PERMISSION OR ACCESS TO BID, TO REJECT ANY AND ALL BIDS, AND TO SUSPEND OR BAN BIDDER FROM BIDDING, AT AUCTIONEERS SOLE DISCRETION. BIDDER REGISTRATION IS NOT TRANSFERABLE OR ASSIGNABLE.

BIDDING: BIDDER MUST REGISTER TO PARTICIPATE IN THE AUCTION. IF YOU HAVE ANY QUESTIONS CALL HOLUB REAL ESTATE AT 830-221-5550. USING YOUR KNOWLEDGE AND EXPERIENCE, FORM YOUR OWN OPINION OF THE PROPERTY AND BID ACCORDINGLY. IF YOU ARE IN DOUBT, DO NOT BID. ALL ITEMS ARE SOLD AS-IS THIS IS AN AUCTION AND ALL SALES ARE FINAL. BIDS CANNOT BE RETRACTED AND ARE BINDING CONTRACTS BETWEEN BIDDER AND AUCTIONEER/SELLER. BIDDER IS ACCOUNTABLE TO BE INFORMED ABOUT PROPERTY AND ASSOCIATED COSTS BEFORE BIDDING. A MAXIMUM BID CAN BE PLACED ON PROPERTY. A MAXIMUM BID IS KEPT CONFIDENTIAL, AND BIDDER AUTHORIZES AUCTIONEER TO PLACE BIDS ON HIS/HER BEHALF UP TO THE AMOUNT OF THE MAXIMUM BID. UPON SALE OF PROPERTY, IDENTIFYING INFORMATION AND PURCHASE AMOUNT WILL BE POSTED FOR A DESIGNATED PERIOD OF TIME. ALL QUESTIONS OR DISPUTES MUST BE RESOLVED IMMEDIATELY; NO CHANGES OR ADJUSTMENTS WILL BE MADE AT A LATER DATE. AUCTIONEER RESERVES THE RIGHT TO REOPEN BIDDING. AUCTIONEER DECISIONS WILL BE FINAL.

BUYERS PREMIUM: A BUYERS PREMIUM OF 10% WILL BE CHARGED ON THE WINNING HIGH BID. A BUYERS PREMIUM, AN ADVERTISED PERCENTAGE OF THE HIGH BID OR FLAT FEE ADDED TO THE HIGH BID WILL BE ADDED TO THE HIGH BID AND BECOME PART OF THE PURCHASE AMOUNT AT SETTLEMENT. BUYER AGREES TO THESE PROVISIONS AND WILL PAY THE APPLICABLE BUYERS PREMIUM.

PAYMENT TERMS: A NON REFUNDABLE DOWN PAYMENT (IF THE BUYER CANNOT CLOSE) OF 10% MUST BE MADE IN FULL BY THE BUYER, IMMEDIATELY UPON THE COMPLETION OF THE AUCTION BY CERTIFIED CHECK, CASHIERS CHECK, OR PERSONAL/COMPANY CHECK. UPON

MAKING PAYMENT FOR PROPERTY, NO STOP PAYMENT OF FUNDS WILL BE HONORED, ANY STOP PAYMENT ORDER OF A CHECK, OR GIVING A CHECK WHICH IS RETURNED MARKED INSUFFICIENT FUNDS, SHALL BE DEEMED BY THE PARTIES TO BE A PRIMA FACIE EVIDENCE OF FRAUD EXISTING AT THE TIME THE TRANSACTION WAS CONSUMMATED AND SHALL BE CONSTRUED BY THE PARTIES AS INTENT TO DEFRAUD. IF YOU ARE FROM ANOTHER COUNTRY OTHER THAN THE US, YOU MUST PAY IN US FUNDS.

APPROVAL OF BIDS: THE SELLER RESERVE THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS. ALL SUCCESSFUL BIDDERS MUST ENTER INTO A PURCHASE AGREEMENT THE DAY OF THE AUCTION, IMMEDIATELY FOLLOWING THE CONCLUSION OF THE BIDDING. ACCEPTANCE OR REJECTION FROM THE SELLER OF THE HIGH BID WILL BE COMMUNICATED NO LATER THAN 3 DAYS AFTER THE AUCTION DATE.

CHOICE OF LAW: THE LAW OF THE STATE OF TEXAS GOVERNS THIS AGREEMENT AND VENUE IS PROPER IN COMAL COUNTY, TEXAS.

ONLINE BIDDING INFORMATION:

ANY BIDDER WANTING TO REGISTER TO BID ONLINE MAY DO SO BY CONTACTING GARY HOLUB AT 830-221-5550. OLINE BIDDING TERMS MUST BE MET 24 HOURS PRIOR TO AUCTION TIME TO BE ABLE TO BID ONLINE.

COMPLAINTS: TEXAS LAW REQUIRES THAT AUCTIONEERS NOTIFY CONSUMERS THAT CONSUMERS MAY CONTACT THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, PO BOX 12157, AUSTIN, TX 78711 OR BY PHONE AT 800-803-9202 FOR THE PURPOSE OF MAKING A COMPLAINT REGARDING A TEXAS AUCTION.