

KIEFER AUCTIONEERS, LLC.
REAL ESTATE AUCTION TERMS & CONDITIONS

PROPERTY & AUCTION INFORMATION:

Property Address:

278 County Road 4460, Decatur, Texas 76234

Legal Description:

(See Exhibit A attached hereto and incorporated herein by reference.)

Auction Date and Time:

June 24, 2026 at 12:00 PM Central Time

Auction Format:

- Live On-Site Auction
- Online Timed Auction
- Simulcast (Live & Online) - RESERVED Auction Format

PARTIES & LICENSURE:

Seller:

The Estate of Todd Dudley Fitch, by and through its duly appointed Co-Executors, Jennifer Fitch Clark and Haley Fitch Abbott

If applicable:

Probate Cause No. 5076, pending in the County Court of Wise County,
Texas

Seller's Broker (TREC Licensed):

Scribner Real Estate, Inc.

Broker: Steve Scribner

Texas Real Estate Broker License No. 9003598

Phone Number: (940) 440-4200 | Email: steve.w.scribner@gmail.com

Agent: Calvin Redfearn, Realtor

Texas Real Estate Sales Agent License No. 0831452

Phone Number: (940) 391-4193 | Email: redfearn@live.com

Auctioneer (TDLR Licensed):

Kiefer Auctioneers, LLC

Auctioneer: Cory Kiefer

Texas Auctioneer License No. 16155

Phone Number: (903) 821-8717 | Email: info@kieferauctions.com

Buyer's Premium:

10 % of the high bid (added to the high bid to determine the Total Contract Sales Price unless otherwise stated in the Auction Addendum.)

Effective / Last Updated: April 2026

1. PURPOSE; AGREEMENT TO TERMS

These Terms & Conditions (“Terms”) govern participation in the real estate auction for the Property identified above (the “Auction”). By registering, bidding, or otherwise participating in the Auction, each bidder (“Bidder”) acknowledges and agrees to be legally bound by:

- These Terms & Conditions;
- The Auction Addendum to the applicable Texas Real Estate Commission (“TREC”) promulgated contract; and
- Any property-specific disclosures, addenda, bidder registration materials, and written announcements posted or distributed for the Property

(collectively, the “Auction Documents”).

All bidding is voluntary and at Bidder’s sole discretion. **DO NOT BID** unless and until you have reviewed and understand the Auction Documents.

All sales are subject solely to the Auction Documents. Oral statements, marketing materials, or representations not expressly incorporated into the Auction Documents are not binding.

These Terms may be modified only by written instrument approved by Seller and Seller’s Broker, or by written announcement made by the Auctioneer prior to or during the Auction and posted or recorded in the official Auction record. In the event of a conflict, the most recent written modification shall control.

Time is of the essence with respect to all deadlines, obligations, and performance requirements set forth in the Auction Documents.

2. ROLES, LICENSING, AND BROKERAGE DISCLOSURE

Kiefer Auctioneers, LLC (“Auctioneer”) is acting solely in its capacity as a Texas-licensed auction company under Texas Occupations Code Chapter 1802.

AUCTIONEER IS NOT A REAL ESTATE BROKER AND DOES NOT PROVIDE REAL ESTATE BROKERAGE SERVICES.

Kiefer Auctioneers, LLC

Auctioneer: Cory Kiefer

Texas Auctioneer License No. 16155

The Seller is represented by a Texas-licensed real estate broker (“Seller’s Broker”) pursuant to Texas Occupations Code Chapter 1101. All brokerage services—including agency representation, statutory disclosures, negotiation of contract terms, MLS marketing (if applicable), coordination with title, and closing oversight—are performed exclusively by Seller’s Broker.

All real estate listing, property, and brokerage-related inquiries shall be directed exclusively to the Seller’s licensed real estate broker:

Scribner Real Estate, Inc.

Steve Scribner, Broker

Broker License No. 9003598

Phone: (940) 440-4200

Calvin Redfearn, Listing Agent

License No. 0831452

Phone: (940) 391-4193

Email: redfearn@live.com

Auctioneer’s services are limited to auction marketing strategy, bidder registration management, conducting the auction event, and facilitating execution of auction-related documentation.

Auctioneer does not:

- Provide agency representation;
- Offer legal advice;
- Draft or negotiate contract terms beyond the Auction Addendum;
- Interpret title commitments; or
- Provide brokerage opinions of value.

Buyers may retain a Texas-licensed real estate broker or agent of their choosing (“Buyer’s Broker”). Any Buyer’s Broker compensation shall be governed exclusively by a written brokerage agreement and reflected on the settlement statement at closing. Auctioneer does not determine procuring cause, does not mediate commission disputes, and does not set or pay brokerage compensation unless expressly provided in a separate written broker participation agreement approved by Seller’s Broker.

3. AUCTION FORMATS DEFINED

The Auction may be conducted in one of the following formats, as specified in the Auction Documents:

Live Onsite Auction:

A live, in-person auction conducted at the Property or other stated location where the licensed Auctioneer calls for and recognizes bids.

Online Timed Auction:

Bidding occurs electronically through the designated auction platform during the published bidding period. The Auction may include an automatic extension feature (“soft close”), whereby bidding will extend for a specified period if a bid is placed within the final minutes, as described in the Auction Documents.

Simulcast (Hybrid) Auction:

A live onsite auction conducted by the Auctioneer with simultaneous real-time online bidding. Onsite and online bids compete concurrently, and all bids are treated equally for purposes of determining the High Bid.

This Auction will be conducted as a Live & Online Simulcast Auction, allowing bidders to participate either in person onsite or online in real time. Online bidding is powered by ProxiBid.

The applicable Auction format is identified in the Auction Documents. Seller and Auctioneer reserve the right to modify the format prior to the commencement of bidding, with written notice posted in the Auction Documents or announced by the Auctioneer before bidding begins.

4. AUCTION METHOD; RESERVE VS. ABSOLUTE

Unless expressly stated otherwise in writing in the Auction Documents, the Auction is conducted **WITH RESERVE**.

With Reserve

If conducted With Reserve:

1. The Seller retains the right, in Seller’s sole discretion, to accept or reject any bid, including the High Bid.
2. The Property may be withdrawn at any time prior to Seller’s acceptance.
3. No contract of sale is formed unless and until:
 - The High Bid is accepted by Seller (through Seller’s Broker), and
 - The High Bidder executes the applicable TREC contract and Auction Addendum.

The fall of the gavel or close of online bidding constitutes identification of the High Bid only and does not constitute Seller acceptance.

Seller makes no representation or guarantee that the Property will be sold.

Absolute (Without Reserve)

If expressly designated in writing as “Absolute” or “Without Reserve”:

1. The Property will be sold to the highest Bidder once bidding is opened.
2. Seller may not withdraw the Property after the Auctioneer calls for bids, except where required by law or in the event of:
 - Collusive bidding,
 - Bidder default,
 - Material Auction irregularity, or
 - Force majeure event.

If the Auction is Absolute, it will be clearly stated in the Auction Documents and/or announced by the Auctioneer prior to the commencement of bidding.

Determination of High Bid

The Auctioneer shall determine the High Bid, administer bidding increments, resolve bidding disputes, and regulate bidding procedures in accordance with customary auction practice and the Auction Documents. The Auctioneer’s good-faith determinations regarding bid recognition and sequence shall be final.

5. BIDDER REGISTRATION DEADLINE, IDENTIFICATION, QUALIFICATION & PAYMENT VERIFICATION

5.1 Bidder Registration Deadline

All prospective bidders must complete registration through **KieferAuctions.com** by navigating to “**The Estate of Todd Fitch Real Estate Auction**” and selecting “**Register & Bid Now,**” and must submit all required documentation and receive approval no later than **5:00 PM** Central Time on the business day immediately preceding the Auction (the “Bidder Registration Deadline”), unless otherwise stated in writing in the Auction Documents.

On-site bidders may register up to the time of the Auction, provided they present a valid government-issued photo identification and the required **bidder deposit** in the amount of **\$5,000** in a form acceptable to the Auctioneer.

On-site bidder deposits must be delivered prior to bidding in a form acceptable to the Auctioneer and may be held by Auctioneer temporarily for processing and transfer to the designated escrow agent.

As a condition of bidder registration and participation, the Auctioneer may require any prospective bidder to provide, in the form and by the deadline stated in the Auction Documents:

- Government-issued photo identification
- Proof of funds and/or written lender pre-approval
- A valid and verifiable payment method, which may include cash, personal or business check (with a bank letter of guarantee), cashier's check, ACH, or wire transfer

Qualification requirements shall be applied in a commercially reasonable and non-discriminatory manner consistent with applicable law. Failure to timely provide required documentation may result in disqualification.

Bidder registration is not complete and does not confer bidding rights unless and until confirmed in writing or electronically by the Auctioneer.

The Auctioneer reserves the right to refuse late registrations, incomplete submissions, or registrations that cannot be verified prior to the Auction.

5.2 Identification, Qualification & Payment Verification

As a condition of bidder registration and participation, the Auctioneer may require any prospective bidder to provide, in the form and within the timeframe stated in the Auction Documents:

- Government-issued photo identification
- Proof of funds and/or written lender pre-approval
- A valid and verifiable payment method, which may include cash, personal or business check (with a bank letter of guarantee), cashier's check, ACH, or wire transfer

Qualification requirements shall be applied in a commercially reasonable and non-discriminatory manner consistent with applicable law. Failure to timely provide required documentation or satisfy qualification requirements may result in disqualification, denial of bidding privileges, or rejection of bids.

Submission of registration materials, documentation, or bidder deposits does not constitute acceptance. Bidder approval is governed exclusively by Section 5.3.

5.3 Bidder Acceptance

Submission of a bidder registration form, supporting documentation, or bidder deposit does not constitute acceptance.

A bidder is not qualified to bid unless and until the Auctioneer affirmatively confirms acceptance of the bidder's registration in writing or electronically. Acceptance may be granted or withheld in the Auctioneer's sole and reasonable discretion based upon financial qualification, documentation completeness, compliance with the Auction Documents, and verification requirements.

The Auctioneer may condition acceptance upon:

- Verification of financial qualifications
- Receipt of required bidder deposits
- Execution of bidder acknowledgments
- Submission of additional documentation reasonably requested

5.4 Auctioneer Discretion

The Auctioneer reserves the right, in the Auctioneer's sole and reasonable discretion, to:

- Determine bidder eligibility
- Verify financial qualifications
- Require additional documentation
- Impose bidder deposit requirements
- Deny, suspend, or revoke bidding privileges

at any time prior to the formation of a binding Contract if bidder qualifications are not satisfactorily demonstrated or maintained.

5.5 No Brokerage Activity

Bidder qualification requirements are imposed solely for the purposes of:

- Preserving the integrity of the auction process
- Confirming the bidder's financial ability to perform
- Protecting the Seller's contractual interests

Nothing herein shall be construed as the Auctioneer providing real estate brokerage services, negotiating real estate terms, advising on financing, or acting as a real estate broker or agent.

Any brokerage services are governed exclusively by Texas Occupations Code Chapter 1101 and are performed, if applicable, by the Seller's licensed real estate broker.

5.6 Consequences of Non-Compliance

Failure to comply with bidder registration deadlines, qualification requirements, or documentation requests may result in:

- Disqualification or rejection of bids

- Loss of bidding privileges
- Forfeiture of bidder deposits only as expressly provided in the Auction Documents, Auction Addendum, and Contract

Such actions may be taken without liability to the Auctioneer or Seller, except for liability arising from gross negligence or willful misconduct.

5.7 Refundable Bidder Deposit (Qualification Deposit)

A **refundable bidder qualification deposit** in the amount of **\$5,000 is required to qualify to bid**. The bidder deposit must be received by the Bidder Registration Deadline in the form(s) stated in the Auction Documents.

The bidder deposit shall be held in a non-interest-bearing escrow account by the title company or escrow agent designated in the Contract and shall be administered in accordance with the Contract and applicable Texas law as follows:

Non-Winning Bidders:

The bidder deposit shall be refunded within **three (3) business days** following the conclusion of the Auction, subject to standard banking and processing timelines, provided the bidder has complied with all Auction Documents and no dispute, chargeback, stop payment, or investigation exists.

Winning Bidder:

Upon execution of the Contract by all required parties, the bidder deposit shall be applied to the required earnest money and credited toward the Purchase Price at Closing.

The bidder deposit is not the Buyer's Premium. The bidder deposit constitutes a qualification deposit and/or earnest money component only and is governed exclusively by the default, termination, and liquidated damages provisions of the Contract and Auction Addendum.

6. OPEN HOUSE AND INSPECTION WINDOWS; DUE DILIGENCE

Open house and inspection opportunities are provided and coordinated by the Seller's Broker or Agent.

The following inspection windows are provided for bidder planning purposes and may be updated or supplemented by written notice posted in the Auction Documents:

- **Open House: Saturday, June 20, 2026 | 10:00 AM – 3:00 PM**

Additional showings may be scheduled through the Seller's Broker as provided in the Auction Documents.

All inspections, investigations, and professional evaluations are conducted at Buyer's sole cost and expense.

6.1 Buyer Due Diligence Responsibility

Each Bidder/Buyer is solely responsible for completing all desired inspections, investigations, and due diligence **prior to bidding**, including but not limited to:

- Property condition inspections
- Survey review
- Appraisal or valuation
- Zoning and land use matters
- HOA/POA restrictions
- Utilities and access
- Easements and restrictions
- Title commitment and exception documents
- Review of Seller's Disclosure Notice and other statutory disclosures

Bidders are strongly encouraged to consult independent legal counsel, inspectors, surveyors, engineers, lenders, or other professionals prior to bidding.

6.2 Contractual Inspection Rights

Unless expressly stated otherwise in the Auction Documents, no post-auction option period or additional feasibility period is provided beyond the inspection rights (if any) stated in the executed TREC-promulgated Contract and Auction Addendum.

Nothing in this Section modifies or waives:

- Statutory seller disclosure requirements under Texas Property Code
- Buyer's rights that cannot be waived under Texas law
- Contractual rights expressly provided in the executed Contract

7. PROPERTY INFORMATION; DISCLOSURES; DOCUMENTS AVAILABLE

A Property Information Package ("PIP") and/or disclosure documents may be made available to prospective bidders, which may include, as applicable:

- Seller's Disclosure Notice (Texas Property Code § 5.008, if required)
- Lead-Based Paint Disclosure (if applicable)
- HOA/POA documents
- Existing survey (if available)
- Title commitment and related title documents
- Recorded restrictions and easements

- Court orders or authority for sale (estate, trust, probate, receivership, or other fiduciary sale)

All documents are provided to assist bidders in conducting due diligence. However, bidders are solely responsible for independently reviewing, verifying, and evaluating all information prior to bidding.

Provision of documents by Seller, Seller's Broker, or Auctioneer does not relieve Buyer of the obligation to conduct independent investigation and inspection as deemed necessary.

Bidder/Buyer acknowledges that no representations have been made outside the Auction Documents and agrees not to rely upon any statements not expressly contained therein.

BIDDER/BUYER EXPRESSLY ACKNOWLEDGES THAT NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY AUCTIONEER OR SELLER OUTSIDE THE AUCTION DOCUMENTS AND THAT BIDDER/BUYER HAS NOT RELIED UPON ANY SUCH STATEMENTS.

7.1 No Guarantee of Accuracy of Third-Party Information

Information contained in the PIP may include materials obtained from third parties, public records, prior owners, governmental authorities, or other sources believed to be reliable. Such information is not guaranteed as to accuracy or completeness.

Neither Seller, Seller's Broker, nor Auctioneer makes any warranty or representation regarding the accuracy of third-party information, except as expressly provided in the executed Contract.

7.2 Property Measurements; Boundaries; Acreage

Any reference to acreage, square footage, dimensions, boundaries, or property characteristics is approximate unless expressly confirmed by an independent survey or other authoritative source.

Existing fences, improvements, or physical markers may not reflect true boundary lines.

Buyer is strongly encouraged to obtain an independent survey if boundaries, acreage, or property dimensions are material to Buyer's decision.

7.3 Statutory Disclosures Not Waived

Nothing in this Section shall:

- Waive any statutory disclosure requirements imposed by Texas law
- Limit rights that cannot be waived under applicable Texas consumer protection laws
- Modify representations expressly made in the executed TREC-promulgated Contract

8. BIDDING RULES; OFFERS; DISPUTES; TECHNICAL ISSUES

8.1 Nature of Bids

Each bid constitutes an offer to purchase the Property pursuant to the Auction Documents.

In a reserve auction, no bid is binding upon Seller unless and until Seller (through Seller's Broker) accepts the High Bid in accordance with the Auction Documents.

In an absolute auction (if expressly designated in writing), the highest bid accepted by the Auctioneer at the close of bidding shall constitute the winning bid, subject to execution of the Contract and compliance with the Auction Documents.

Bids may not be withdrawn once placed except:

- In the event of a bona fide clerical or input error,
- Promptly brought to the Auctioneer's attention, and
- Before the next bid is recognized or bidding is closed.

The Auctioneer may, but is not obligated to, permit correction of such error in the interest of fairness and auction integrity.

The Auctioneer reserves the right to control the conduct of the Auction, including but not limited to determining bid increments, recognizing bidders, rejecting bids, and resolving any disputes in a manner deemed appropriate by the Auctioneer to preserve the integrity of the Auction. The Auctioneer's determinations shall be final absent manifest error.

8.2 Disputed Bids; Tie Bids; Bid Recognition

In the event of:

- A disputed bid,
- A tie bid,
- A missed bid,
- Bidder confusion,
- Or any other bidding irregularity,

the Auctioneer may, in the Auctioneer's reasonable discretion and consistent with customary auction practice:

- Reopen bidding,
- Determine the High Bid,
- Request clarification,
- Or take other action to preserve competitive fairness.

The Auctioneer's determination of the High Bid and resolution of bidding disputes shall be final and binding, absent manifest error or misconduct.

8.3 Online and Simulcast Auctions; Technical Issues

For online or simulcast auctions:

Bidders acknowledge that participation requires internet access, compatible hardware, and functioning software.

Auctioneer is not responsible for:

- Platform outages,
- Internet connectivity failures,
- Device malfunctions,
- Power interruptions,
- User error,
- Or delays in bid transmission beyond Auctioneer's reasonable control.

If technical issues arise that materially affect bidding, Auctioneer may, in its reasonable discretion:

- Pause bidding,
- Extend the bidding period,
- Reopen bidding,
- Or take other action reasonably necessary to preserve fairness and competitive integrity.

Nothing in this Section shall limit liability for gross negligence, willful misconduct, or rights that cannot be waived under applicable Texas law.

Bidders acknowledge that the Auctioneer does not own, operate, or control the ProxiBid platform or any third-party bidding platform and shall not be responsible for errors, omissions, interruptions, or failures of the platform provider.

The record of the Auction platform and/or the Auctioneer's clerking system shall be deemed the official and controlling record of all bids, bid amounts, bidder identity, and timing.

Bidders acknowledge and agree that, in the event of any discrepancy, clerical error, clerking issue, or dispute regarding bids or bid timing, the Auctioneer's records shall control absent manifest error. The existence of a clerical or clerking issue shall not relieve any Bidder from responsibility for bids placed or obligations arising from being declared the High Bidder, except in the case of proven material error as determined by the Auctioneer in its reasonable discretion.

Bidders are solely responsible for monitoring their bids and bid status during the Auction.

8.4 Pre-Auction Offers

Pre-auction offers may be submitted **through the Seller's licensed real estate broker prior to the Auction**; however, all such offers must be received no later than seventy-two (72) hours prior to the scheduled Auction date.

All pre-auction offers must comply fully with the Auction Documents, including but not limited to:

- Property selling AS-IS, WHERE-IS
- Buyer's Premium as stated herein
- Non-contingent purchase terms unless otherwise approved in writing
- Required earnest money and closing timeline

Seller reserves the right to accept or reject any pre-auction offer in Seller's sole discretion.

9. PURCHASE PRICE; BUYER'S PREMIUM; EARNED COMPENSATION

9.1 Purchase Price

The total purchase price under the Contract (the "Total Contract Sales Price") shall equal:

High Bid Amount + Buyer's Premium (if applicable)

as stated in the Auction Documents and Auction Addendum.

9.2 Buyer's Premium

Buyer agrees to pay a Buyer's Premium of **10% of the High Bid Amount**, unless otherwise stated in writing in the Auction Documents.

The Buyer's Premium:

- Is added to the High Bid Amount to determine the Total Contract Sales Price;
- Is not a real estate commission;
- Constitutes contractual compensation to Auctioneer for auction marketing and auction services rendered;
- Is separate from and independent of brokerage compensation, which is governed exclusively by written brokerage agreements;
- Is fully disclosed prior to bidding.

9.3 When the Buyer's Premium Is Earned

IN A RESERVE AUCTION, THE BUYER'S PREMIUM IS EARNED UPON SELLER'S WRITTEN ACCEPTANCE OF THE HIGH BID, IS PAYABLE AT CLOSING, AND IS NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THE EXECUTED CONTRACT OR REQUIRED BY APPLICABLE TEXAS LAW. IN THE EVENT THE CONTRACT FAILS TO CLOSE DUE TO BUYER DEFAULT, THE BUYER'S PREMIUM SHALL REMAIN EARNED AND PAYABLE TO THE FULLEST EXTENT PERMITTED BY THE CONTRACT AND APPLICABLE TEXAS LAW, INCLUDING AS LIQUIDATED DAMAGES IF SO PROVIDED IN THE CONTRACT.

IN AN ABSOLUTE AUCTION, THE BUYER'S PREMIUM IS EARNED UPON THE AUCTIONEER'S DECLARATION OF THE HIGH BID AT THE CLOSE OF BIDDING, IS PAYABLE AT CLOSING, AND IS NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THE EXECUTED CONTRACT OR REQUIRED BY APPLICABLE TEXAS LAW. IN THE EVENT THE CONTRACT FAILS TO CLOSE DUE TO BUYER DEFAULT, THE BUYER'S PREMIUM SHALL REMAIN EARNED AND PAYABLE TO THE FULLEST EXTENT PERMITTED BY THE CONTRACT AND APPLICABLE TEXAS LAW, INCLUDING AS LIQUIDATED DAMAGES IF SO PROVIDED IN THE CONTRACT.

The Buyer's Premium becomes payable in accordance with the closing provisions below and the Auction Addendum.

This Auction is a RESERVE AUCTION.

9.4 Collection and Disbursement

Unless expressly stated otherwise in writing in the Auction Documents:

- The Buyer's Premium shall be collected and disbursed through the designated Texas-licensed title company at closing;
- The Buyer's Premium shall be reflected on the settlement statement;
- The title company shall disburse the Buyer's Premium to Auctioneer pursuant to written closing instructions;
- Earnest money and all other purchase funds shall be handled exclusively by the title company in accordance with the executed Contract.

The Buyer's Premium is separate from earnest money and is not held as escrow unless expressly stated in the Auction Addendum.

9.5 Default; Failure to Close

If the transaction fails to close due to Buyer default, the treatment of the Buyer's Premium shall be governed by the executed Contract and Auction Addendum.

Unless otherwise provided in the Auction Addendum:

- The Buyer's Premium is non-refundable in the event of Buyer default;
- The Buyer's Premium is independent of Seller's election of remedies under the Contract.

If the transaction fails to close due to Seller default or failure of a contractual condition beyond Buyer's control, treatment of the Buyer's Premium shall be governed by the Auction Addendum and applicable Texas law to the fullest extent permitted by applicable Texas law.

Nothing herein waives rights that cannot be waived under Texas law.

10. EARNEST MONEY AND DEPOSITS

10.1 Earnest Money Delivery

Buyer shall deliver the earnest money required under the executed TREC promulgated Contract and Auction Addendum to the designated title company or escrow agent identified in the Contract within the timeframe required by the Contract or Auction Documents, whichever is earlier.

If the Contract specifies delivery of earnest money within a stated number of days after the Effective Date, such requirement shall control. Unless otherwise stated in the Auction Addendum, Buyer shall execute the Contract immediately upon Seller acceptance and deliver earnest money within twenty-four (24) hours of execution.

Earnest money must be delivered in good funds in the form required by the Contract and title company.

Time is of the essence with respect to all deadlines, obligations, and performance requirements set forth in the Auction Documents.

10.2 Escrow Administration

Earnest money shall be:

- Held by the designated title company or escrow agent;
- Credited toward the Total Contract Sales Price at closing;
- Administered strictly in accordance with the Contract, including any provisions regarding termination, default, and liquidated damages.

Auctioneer does not hold, control, or administer earnest money and has no authority to release escrowed funds.

10.3 Relationship to Buyer's Premium

Earnest money does not include the Buyer's Premium.

Any refundable bidder qualification deposit submitted pursuant to Section 5 (if applicable) shall be credited toward the required earnest money of the winning bidder upon execution of the Contract.

The Buyer's Premium is separate and governed by Section 9 and the Auction Addendum.

11. CONTINGENCIES; FINANCING; APPRAISAL; INSPECTIONS

11.1 Financing

Unless expressly provided otherwise in the executed Contract and Auction Addendum, the sale is not contingent upon Buyer obtaining financing.

Buyer is solely responsible for securing any financing required to complete the purchase. Buyer's inability to obtain financing shall not relieve Buyer of Buyer's obligations under the executed Contract, unless the Contract expressly provides a financing contingency.

If a Third-Party Financing Addendum or other financing contingency is included in the executed Contract, such addendum shall govern.

11.2 No Additional Contingencies

Except as expressly stated in the executed Contract and Auction Addendum, the purchase is not contingent upon:

- Financing approval
- Appraisal results
- Inspections
- Survey review
- Feasibility review
- Sale of other property
- Repairs or improvements

No contingency shall exist unless specifically written into the executed Contract.

11.3 Inspections and Due Diligence

Buyer acknowledges that Buyer has had the opportunity to conduct inspections and due diligence prior to bidding.

Buyer assumes responsibility for independently verifying:

- Property condition
- Valuation
- Boundaries and acreage
- Zoning and permitted use
- Utilities and access
- Restrictions, easements, and title matters

Nothing herein waives or limits any rights expressly provided in the executed Contract.

12. CLOSING; TITLE COMPANY; POSSESSION

Closing shall occur in accordance with the fully executed Contract and within the timeframe specified therein, unless extended by written agreement of Buyer and Seller.

Closing services will be performed by the Texas-licensed title company identified in the executed Contract:

WISE COUNTY TITLE CO.

[ADDRESS]

Escrow Officer: **[NAME]**

Phone: **[PHONE]**

Email: **[EMAIL]**

The title company shall act as the escrow agent for the transaction and shall receive and disburse earnest money, purchase funds, and any Buyer's Premium (if applicable) strictly in accordance with:

- The executed Contract,
- The Auction Addendum, and
- Written closing instructions approved by the parties.

The Auctioneer is not a party to the Contract, does not serve as escrow agent, and does not control, supervise, or guarantee:

- The closing process,
- Title condition or marketability,
- Funding,
- Issuance of title insurance, or
- Compliance with lender requirements.

All title matters—including commitments, exceptions, objections, curative actions, and policy issuance—shall be governed exclusively by the Contract and the title company's commitment.

Possession shall be delivered strictly in accordance with the executed Contract. These Auction Documents do not modify possession terms.

13. DEFAULT; REMEDIES; BUYER'S PREMIUM TREATMENT

13.1 Buyer Default

BUYER DEFAULT SHALL BE GOVERNED EXCLUSIVELY BY THE EXECUTED CONTRACT. IN THE EVENT OF BUYER DEFAULT, SELLER SHALL BE ENTITLED TO ALL REMEDIES AVAILABLE UNDER THE CONTRACT AND APPLICABLE TEXAS LAW, INCLUDING RETENTION OF EARNEST MONEY AS LIQUIDATED DAMAGES, SPECIFIC PERFORMANCE (IF PERMITTED), OR ANY OTHER REMEDY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE TEXAS LAW.

In the event of Buyer default, Seller's remedies shall be those provided in the Contract, which may include:

- Retention of earnest money as liquidated damages (if elected),
- Specific performance (if permitted), and/or
- Any other remedies available under the Contract and applicable Texas law to the fullest extent permitted by applicable Texas law

Nothing herein modifies or limits Seller's contractual remedies.

13.2 Buyer's Premium Treatment

The parties acknowledge and agree:

- The Buyer's Premium, if applicable, is earned by Auctioneer upon Seller's written acceptance of the High Bid.
- The Buyer's Premium constitutes compensation for auction services rendered.
- The Buyer's Premium is separate from and independent of earnest money.

In the event of Buyer default after Seller acceptance:

- Treatment of the Buyer's Premium shall be governed by the Auction Addendum and the executed Contract.
- To the extent permitted by law and the Auction Documents, the Buyer's Premium may be retained by Auctioneer as earned compensation.

In the event of Seller default or failure of a contractual condition beyond Buyer's control:

- The Buyer's Premium shall be handled in accordance with the executed Contract and Auction Addendum.

14. AS-IS, WHERE-IS; NO REPAIRS; NO WARRANTIES

THE PROPERTY IS SOLD “AS-IS, WHERE-IS, WITH ALL FAULTS,” WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE EXECUTED CONTRACT OR REQUIRED BY APPLICABLE TEXAS LAW. BUYER ACKNOWLEDGES THAT BUYER HAS HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND IS NOT RELYING ON ANY STATEMENTS OUTSIDE THE AUCTION DOCUMENTS.

Seller shall not be obligated to make repairs, provide repair allowances, or remedy any condition of the Property unless expressly agreed in writing in the executed Contract.

Buyer acknowledges and agrees that Buyer is purchasing the Property in its present condition and state of repair and has had a full opportunity to inspect the Property prior to bidding. Buyer assumes all responsibility for the condition of the Property at closing, including without limitation structural, mechanical, environmental, pest, mold, drainage, septic, well, utility, zoning, code compliance, and other conditions affecting the Property.

Nothing in this Section shall be construed to:

- Waive or limit Seller’s obligations under the Texas Property Code §5.008 (Seller’s Disclosure Notice), if applicable;
- Waive liability for fraud, intentional misrepresentation, or concealment of known defects; or
- Waive rights that cannot be waived under Texas law.

15. TITLE, SURVEY, TAXES, AND ASSESSMENTS

Title matters shall be governed exclusively by the executed Contract and the title commitment issued by the designated title company.

Buyer is responsible for reviewing the title commitment, all recorded restrictions, easements, exceptions, and matters of record affecting the Property. Any objections to title must be made in accordance with the Contract.

Survey matters shall be governed by the Contract. Buyer shall obtain a new survey at Buyer’s expense unless the Contract provides otherwise.

Ad valorem property taxes shall be prorated in accordance with the Contract. Responsibility for rollback taxes, HOA/POA dues, special assessments, and other charges shall be allocated strictly as provided in the executed Contract and applicable disclosures.

Nothing in these Auction Documents modifies or supersedes the allocation of title expenses, survey costs, taxes, or assessments as set forth in the Contract.

16. ESTATE, TRUST, PROBATE, RECEIVERSHIP, AND COURT-SUPERVISED SALES

If Seller is an estate, trust, guardianship, receivership, bankruptcy estate, or other court-supervised or fiduciary entity, the sale may be subject to court approval, statutory notice requirements, fiduciary authorization, or other legal conditions precedent to closing.

Any required approval, confirmation, notice, or authority shall be disclosed in the Auction Documents and/or Contract Addendum(s), and the executed Contract shall control.

If court or fiduciary approval is required, closing shall be contingent upon such approval being obtained. Buyer agrees to execute reasonable documentation and to accommodate reasonable extensions of the closing date necessary to obtain required approval, provided such requirements were disclosed in the Auction Documents.

Auctioneer makes no representation or warranty regarding the timing, likelihood, or outcome of court approval or administrative processing. All approval requirements, extensions, and related procedures shall be governed exclusively by the Contract, applicable court orders, and Texas law.

If required approval is denied and the Contract terminates as a result, earnest money and any Buyer's Premium shall be handled strictly in accordance with the Contract and Auction Addendum.

17. BROKERAGE PARTICIPATION; BUYER BROKER REGISTRATION

Buyer's Broker Registration Deadline

In order to be eligible for any broker compensation, Buyer's Broker must register their client in writing no later than forty-eight **(48) hours prior to the Auction**. Failure to timely register the Buyer shall result in forfeiture of any broker compensation, without exception unless expressly approved in writing by the Seller's Broker prior to the Auction.

If a broker participation program is offered for this Auction, any Buyer's real estate broker must register the Buyer and submit all required documentation in the manner and by the deadline stated in the Auction Documents in order to be eligible for any offered broker compensation.

Buyer's Broker must comply with all published registration, showing, open house, inspection, and participation requirements and must accompany Buyer where required by the Seller's licensed real estate broker.

Any broker compensation offered (if any):

- Is offered by Seller and/or Seller's Broker, not by Auctioneer
- Is subject to the terms of a written broker participation agreement approved by Seller's Broker

- Is payable only at closing and funding through the settlement statement
- Is subject to the executed Contract and any written brokerage agreements

The Auctioneer does not determine procuring cause and shall not be responsible for commission disputes between brokers. Any such disputes shall be resolved solely between the brokers pursuant to their applicable agreements and Texas law.

Nothing in these Terms creates an agency relationship between Auctioneer and Buyer or Buyer's Broker. Auctioneer does not provide brokerage services, does not negotiate real estate terms, and does not share in or control brokerage compensation. All brokerage services are governed exclusively by Texas Occupations Code Chapter 1101 and are performed, if applicable, by the Seller's licensed real estate broker.

18. ANNOUNCEMENTS; UPDATES; ENTIRE AGREEMENT

Announcements made by the Auctioneer before the acceptance of the High Bid, and written updates or notices posted on the Auction platform or issued by the Seller's licensed real estate broker, may modify or clarify prior advertising or earlier versions of these Terms to the extent of any direct conflict, and shall not modify the executed Contract unless agreed to in writing by Buyer and Seller.

However, once the High Bid is accepted and the real estate Contract is executed, no oral announcement or marketing material shall modify the Contract or Auction Addendum. Any modification of the executed Contract must be in writing and signed by the parties in accordance with Texas law.

These Terms, together with the Auction Addendum, the executed real estate Contract, and all written disclosures or addenda referenced therein, constitute the entire agreement governing the Auction process.

In the event of any conflict between these Terms and the executed Contract (including the Auction Addendum), the executed Contract and Auction Addendum shall control.

19. INDEMNITY; RELEASE; HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, BIDDER/BUYER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SELLER, SELLER'S LICENSED REAL ESTATE BROKER, AUCTIONEER, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPENSES OF ENFORCEMENT) ARISING OUT OF OR RELATING TO:

1. Bidder/Buyer's registration for, participation in, or bidding at the Auction;
2. Bidder/Buyer's entry upon the Property prior to closing, including inspections, showings, testing, surveys, or due diligence activities;
3. Personal injury, death, or property damage caused by Bidder/Buyer or Bidder/Buyer's agents, contractors, invitees, or representatives while on or about the Property;
4. Bidder/Buyer's representations, omissions, conduct, or bidding activity;
5. Bidder/Buyer's failure to perform or default under the Auction Documents, Auction Addendum, or Contract.

Bidder/Buyer expressly assumes all risk of loss, injury, or damage arising from entry onto the Property prior to closing and acknowledges that such entry is voluntary and at Bidder/Buyer's sole risk.

This indemnity applies only to claims arising from the acts or omissions of Bidder/Buyer or those acting on Bidder/Buyer's behalf.

THIS INDEMNITY DOES NOT APPLY TO CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, AND SHALL NOT BE CONSTRUED TO WAIVE ANY RIGHTS THAT CANNOT BE WAIVED UNDER APPLICABLE TEXAS LAW.

This provision shall survive the Auction, execution of the Contract, closing, funding, termination, or cancellation of the transaction.

20. Severability; Fees; Survival; Dispute Resolution; Venue; Jury Waiver; Electronic Acceptance

20.1 Severability

If any provision of these Auction Documents or these Terms is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

20.2 Attorneys' Fees

Attorneys' fees and costs shall be governed exclusively by the executed Contract and Auction Addendum. Nothing in these Terms independently creates a right to recover attorneys' fees except as permitted under the Contract or applicable Texas law.

20.3 Survival

The provisions relating to indemnity, limitation of liability, dispute resolution, venue, governing law, jury trial waiver, and enforcement shall survive the Auction, execution of the Contract, Closing, funding, and any termination of the Auction Documents.

20.4 Mandatory Mediation (Condition Precedent)

As a condition precedent to the initiation of any lawsuit or formal legal proceeding arising out of or relating to the Auction, the Auction Documents, bidder registration, bidding activity, deposits, Buyer's Premium, or participation in the Auction, the parties bound by these Auction Documents agree to first submit the dispute to non-binding mediation.

This provision supplements, and does not replace or conflict with, any mediation requirement contained in the executed TREC Contract.

Mediation shall be conducted before a mutually agreed mediator located in the county where the Property is situated, unless otherwise agreed in writing. If the parties cannot agree upon a mediator within ten (10) days after written demand, either party may request appointment by a court of competent jurisdiction in that county.

Mediation costs shall be shared equally unless otherwise agreed in writing.

If mediation does not resolve the dispute within thirty (30) days after written demand, either party may pursue available remedies under the Contract and applicable Texas law.

Nothing herein prevents a party from seeking temporary or injunctive relief to prevent immediate and irreparable harm.

20.5 Governing Law; Exclusive Venue

This Auction and the Auction Documents shall be governed by the laws of the State of Texas.

Exclusive venue for any dispute shall lie in the state district or county courts of the county in which the Property is located, or, if jurisdiction is proper, the federal courts sitting in that county.

The parties consent to such jurisdiction and waive objections based on improper venue or forum non convenes.

20.6 Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, BIDDER/BUYER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE AUCTION OR THESE AUCTION DOCUMENTS.

BIDDER/BUYER ACKNOWLEDGES THAT:

- THIS WAIVER IS CONSPICUOUS
- BIDDER/BUYER HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL

- THIS WAIVER IS A MATERIAL INDUCEMENT TO SELLER AND AUCTIONEER

THIS WAIVER DOES NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW.

20.7 Electronic Acceptance

To the extent permitted by applicable law, Bidder/Buyer agrees that assent to these Terms may be effected electronically, including:

- Online bidder registration
- Clicking “I Agree” or similar affirmative action
- Submitting bids electronically or onsite
- Executing documents via electronic signature platforms

Such electronic acceptance constitutes a valid and enforceable agreement under Texas Business & Commerce Code Chapter 322 (UETA) and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN), subject to any statutory requirements that cannot be waived.

Electronic records, including timestamps, IP addresses, bidder credentials, and platform logs, may be used as evidence of assent.

21. ANTI-COLLUSION; FALSE BIDDING; AUCTION INTEGRITY

21.1 Independent Bidding Representation

Bidder/Buyer represents and warrants that:

- All bids are made independently and in good faith;
- Bidder has the present intent and financial ability to consummate the purchase if declared the successful bidder; and
- Bidder has not engaged in any agreement, arrangement, or coordinated conduct with any other person or entity to manipulate, suppress, or interfere with competitive bidding.

Any agreement, understanding, communication, or coordinated conduct—whether express or implied—intended to suppress bidding, fix prices, rotate bids, manipulate outcomes, or otherwise interfere with competitive bidding (“Collusive Conduct”) is strictly prohibited.

21.2 Prohibited Bidding Practices

The following conduct constitutes a material breach of the Auction Documents:

- False bidding or sham bidding
- Bid shielding or bid suppression
- Bid rigging or coordinated bidding

- Bidding without present intent or financial ability to perform
- Submission of fictitious identities or fraudulent registration information

The Auctioneer reserves the right, in its commercially reasonable discretion, to investigate and address any suspected violation of this Section before, during, or after the Auction.

21.3 Auctioneer Authority; Protective Measures

If the Auctioneer reasonably determines that a bid or bidder has violated this Section, the Auctioneer may:

- Reject, void, or disregard any affected bid;
- Disqualify the bidder from the Auction;
- Remove the bidder from the bidding platform;
- Require additional verification of financial ability;
- Prohibit the bidder from participation in future auctions.

Any retention or forfeiture of deposits shall be governed exclusively by the executed Contract and Auction Addendum, and nothing herein shall expand or modify contractual default remedies.

21.4 Regulatory and Legal Reporting

The Auctioneer and Seller reserve the right to report suspected unlawful conduct to appropriate regulatory authorities, licensing agencies, or law enforcement.

21.5 Finality of Auctioneer Determinations

Determinations made by the Auctioneer regarding bidding integrity shall be binding absent clear evidence of fraud, gross negligence, or willful misconduct.

21.6 Survival

This Section shall survive the Auction, execution of the Contract, and Closing.

22. FORCE MAJEURE

22.1 Force Majeure Events

Neither the Auctioneer nor the Seller shall be liable for delay, suspension, rescheduling, interruption, or cancellation of the Auction or related performance to the extent such delay or failure is caused by events beyond the reasonable control of the affected party (a “Force Majeure Event”), including but not limited to:

- Acts of God, fire, flood, storm, earthquake, or other natural disasters
- Pandemic, epidemic, or declared public health emergency

- Governmental orders, court orders, or regulatory actions
- War, terrorism, civil unrest, or labor disruptions
- Utility failures, internet or platform outages, cyber incidents, or technological failures not caused by the gross negligence or willful misconduct of the affected party
- Failure or disruption of third-party service providers, including auction platforms, communications systems, or payment processors

A Force Majeure Event must materially impair or prevent performance in order to excuse performance under this Section.

22.2 Auctioneer Authority During Force Majeure

If a Force Majeure Event occurs prior to or during the Auction, the Auctioneer may take commercially reasonable actions to preserve the integrity of the Auction process, including:

- Modifying auction procedures
- Extending bidding or registration deadlines
- Suspending and resuming bidding
- Rescheduling the Auction
- Announcing alternative bidding methods

Such actions shall not constitute a default by the Auctioneer or Seller, provided they are undertaken in good faith and in a commercially reasonable manner.

22.3 Effect on Executed Contract

If a Contract has been executed, delays in performance caused by a Force Majeure Event shall be governed by the terms of the Contract and Auction Addendum.

Nothing in this Section alters the rights or remedies of the parties under the executed Contract, except that no party shall be deemed in default for delays directly caused by a Force Majeure Event beyond that party's reasonable control.

23. LIMITATION OF LIABILITY; DAMAGES CAP (NON-CONSUMER CLAIMS)

23.1 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, THE TOTAL AGGREGATE LIABILITY OF THE AUCTIONEER SHALL NOT EXCEED THE TOTAL BUYER'S PREMIUM ACTUALLY PAID. IN NO EVENT SHALL THE AUCTIONEER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE, DELAY DAMAGES, OR DIMINUTION IN VALUE. INCLUDING CLAIMS BASED ON ORDINARY NEGLIGENCE — SHALL NOT

EXCEED THE TOTAL AMOUNT OF THE BUYER'S PREMIUM ACTUALLY PAID BY THE BIDDER/BUYER WITH RESPECT TO THE SUBJECT PROPERTY.

This limitation applies regardless of the form of action, whether in contract, tort (including negligence), statute, equity, or otherwise.

23.2 Exclusion of Certain Damages

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, THE AUCTIONEER AND AUCTION COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE, DELAY DAMAGES, OR DIMINUTION IN VALUE, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23.3 Consumer Protection Carve-Out

THIS SECTION IS INTENDED TO APPLY ONLY TO NON-CONSUMER, COMMERCIAL, OR INVESTMENT PARTICIPANTS.

Nothing in this Section shall:

- limit or exclude liability for gross negligence or willful misconduct;
- waive or limit any rights that cannot be waived under applicable Texas law, including the Texas Deceptive Trade Practices–Consumer Protection Act (DTPA); or
- limit any rights or remedies expressly provided to the Seller under the executed real estate Contract.

23.4 Allocation of Risk

The parties acknowledge that the limitations set forth herein reflect their agreed allocation of risk and constitute a material inducement to the Auctioneer's agreement to conduct the Auction.

23.5 Survival

This Section shall survive the Auction, execution of the Contract, Closing, termination of the Auction Documents, and any dispute arising thereafter.

24. BIDDER/BUYER ACKNOWLEDGMENT, CERTIFICATION & AGREEMENT

By signing below, executing documents electronically, registering to bid, submitting any bid, or otherwise participating in the Auction in any manner (whether online, onsite, by phone, proxy, absentee, or simulcast), Bidder/Buyer knowingly and voluntarily certifies, acknowledges, and agrees as follows:

1. **Receipt and Review of Documents**
Bidder/Buyer has received, read, reviewed, understands, and agrees to be bound by the Real Estate Auction Terms & Conditions, Auction Addendum, the executed real estate Contract, all posted disclosures, announcements, amendments, and updates (collectively, the "Auction Documents").
2. **Binding Nature of Bids**
Bidder/Buyer understands and agrees that each bid constitutes a binding offer to purchase the Property pursuant to the Auction Documents and may become a legally enforceable Contract upon Seller's written acceptance.
3. **Bidder Registration**
Bidder/Buyer acknowledges and agrees that registration to bid must be completed through KieferAuctions.com (or as otherwise permitted for onsite bidders), and that Bidder must be approved by the Auctioneer prior to the Bidder Registration Deadline in order to participate in the Auction.
4. **Bidder Identification; Deposits; Qualifications**
Bidder/Buyer further acknowledges the requirement to provide requested identification, financial qualification documentation, and any required bidder deposit, and understands that failure to meet such requirements or deadlines may result in disqualification or denial of bidding privileges.
5. **AS-IS Sale; No Post-Auction Contingencies**
Bidder/Buyer acknowledges that the Property is offered and sold **AS IS, WHERE IS, WITH ALL FAULTS**, subject only to the terms and contingencies expressly stated in the executed Contract and Auction Addendum.
6. **Due Diligence and Financial Responsibility**
Bidder/Buyer affirms that all desired inspections, investigations, and due diligence have been completed or waived prior to bidding and accepts full responsibility for compliance with all financial obligations, including bidder deposits, Buyer's Premium, earnest money, and closing costs as set forth in the Auction Documents and Contract.
7. **Auctioneer Role Clarification**
Bidder/Buyer acknowledges that Auctioneer is not providing real estate brokerage services and is acting solely as a Texas-licensed auctioneer and agent of Seller pursuant to Texas Occupations Code Chapter 1802.
Any brokerage services are governed exclusively by Texas Occupations Code Chapter 1101 and are performed, if applicable, by Seller's licensed real estate broker.
8. **Authority to Bind Entity**
If bidding on behalf of a partnership, LLC, corporation, trust, estate, or other entity, the undersigned represents and warrants that he or she has full legal authority to bind such entity and that all necessary approvals have been obtained.
The undersigned further agrees to provide written evidence of such authority upon request.
9. **Electronic Acceptance**
Bidder/Buyer agrees that electronic registration, click-through acceptance ("I Agree"), online bidding activity, digital signatures, or other electronic manifestations of assent

constitute valid and enforceable acceptance under Texas Business & Commerce Code Chapter 322 (UETA) and the federal E-SIGN Act.

THIS ACKNOWLEDGMENT IS A MATERIAL INDUCEMENT TO SELLER AND AUCTIONEER TO CONDUCT THE AUCTION AND SHALL BE BINDING UPON BIDDER/BUYER AND ITS HEIRS, SUCCESSORS, ASSIGNS, AND REPRESENTATIVES.

REAL ESTATE AUCTION TERMS ACCEPTANCE

Before registering to bid, you must read and agree to the Auction Terms & Conditions and all Auction Documents.

Bidder/Buyer acknowledges that no representations have been made outside the Auction Documents and agrees not to rely upon any statements not expressly contained therein.

By clicking / checking the button below labeled:

“I HAVE READ AND AGREE TO THE REAL ESTATE AUCTION TERMS & CONDITIONS”

You acknowledge and agree that:

1. You have received, read, and understand the Real Estate Auction Terms & Conditions, including bidder registration requirements, deadlines, qualification criteria, and deposit requirements, the Auction Addendum, property disclosures, and all posted Auction Documents.
2. You understand that placing a bid constitutes a legally binding offer that may result in a legally enforceable contract upon Seller acceptance.
3. You understand that bidder registration is not complete and does not grant bidding rights unless and until approved by the Auctioneer, and that failure to meet registration deadlines, qualification requirements, or deposit requirements may result in disqualification.
4. You acknowledge the Property is offered AS-IS, WHERE-IS, WITH ALL FAULTS, subject only to the executed Contract.
5. You agree to the Buyer’s Premium, earnest money requirements, dispute resolution provisions, mediation requirement, venue selection, and jury trial waiver.
6. You consent to electronic signatures and electronic delivery of documents under Texas Business & Commerce Code Chapter 322 (UETA) and the federal E-SIGN Act.
7. You represent that you have full legal authority to bind yourself and any entity on whose behalf you are bidding.
8. By registering and/or placing any bid, you acknowledge that you have complied with all bidder registration requirements and deadlines, or have been expressly authorized by the Auctioneer to participate.

If you do not agree, DO NOT REGISTER OR BID.

I HAVE READ AND AGREE TO THE REAL ESTATE AUCTION TERMS & CONDITIONS

[\[Register to Bid\]](#)