

This property will be offered via ONLINE ONLY AUCTION. Bidding closes on Thursday October 3rd, 2019 at 2PM EST Well maintained 3 bedrooms, 2 bath rancher on large wooded lot. Public water and sewer, Fireplace with gas logs, Home has new roof and HVAC, freshly painted cedar siding, large tool shed in fenced in lot. This home is close in and schools are Cold Harbor Elementary, Stonewall Jackson Middle and Lee-Davis High.

Tax maps 8714-80-4807

Deed Book 2380

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Lot/Block/Section: LOT 7 BLK S SEC K

Tax Assessment 174,800

Taxes 1415.00

Date and Time: Auction conducted online ending Thursday October 3rd, 2019 at 2PM EST

Property Tour: Friday Sept. 27th 6PM Sharp Please Contact Anne Grindstaff for more info 804-301-2488

Earnest Money: \$10,000 deposit due Immediately after Confirmation of final bid. Deposit must be In for of a cashier's check or certified check (US funds) made payable to yourself.

Closing: Closing is to take place on or before 30-45 Days for dat of auction. Buyer acknowledges That time is of the essence.

BIDDER TERMS AND CONDITIONS

(Real Property)

These Bidder Terms and Conditions apply to auctions conducted by Grindstaff's Auction Marketing Group LLC ("Auctioneer"), and constitute a legal, valid, binding, and enforceable contract between Auctioneer and YOU. These Bidder Terms and Conditions also form the basis for the contract of sale between YOU and the Seller if YOU are the Winning Bidder on the Property.

- 1. Auction Conducted Under and In Accordance with These Bidder Terms and Conditions, Additional Terms and Conditions Posted by Auctioneer, and Announcements Made at the Time of the Auction, and Applicable Law.** The Auction is conducted under and in accordance with these Bidder Terms and Conditions, any and all other Terms and Conditions posted by Auctioneer (whether at the Auction Site or online), any announcements or corrections made by Auctioneer at the time of the Auction, and applicable law. By participating in the Auction, whether at the auction site, online, telephonically, or through any other means (including Absentee Bid), YOU agree to be bound by, and to abide by, all such Bidder Terms and Conditions.
- 2. Definitions.** Please refer to the Glossary of Auction Terms appearing on Auctioneer's website. The definitions set forth in the Glossary of Auction Terms are incorporated into these Bidder Terms and Conditions by reference.
- 3. Bidder Registration; Bidder Qualification.** YOU must register to bid at the Auction. Auctioneer may establish such Bidder Registration requirements and Bidder qualifications as Auctioneer determines to be reasonably necessary or appropriate. In order to register to bid, YOU must provide such information (including identifying information and qualifications) as requested by Auctioneer. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to grant bidding privileges to any potential Bidder, and may revoke the Bidder Registration or bidding privileges of any Bidder. By registering to bid, YOU represent to Auctioneer that, if YOU are a natural person, YOU are at least eighteen (18) years of age and that YOU are otherwise legally able to enter into a contract. Each entity (*i.e.*, corporation, limited liability company, or other organization) registering to bid represents that it has the power and authority to register, to bid, and to complete the purchase transaction if it is the Winning Bidder. Bid(s) made by or on behalf of a corporation, limited liability company, or any other entity, must be personally guaranteed by one or more officers of the entity. If bids are made by or on behalf of an entity, the entity and any individual making the bid will be jointly and severally liable on account of the bid. YOU acknowledge and agree that YOU have read, understand, and agree to be bound by, these Bidder Terms and Conditions, any and all other terms and conditions posted on the Auctioneer website, and the terms and conditions posted on the websites of any Online Auction Platform Provider(s) used by Auctioneer. Auctioneer may, in Auctioneer's sole and absolute discretion, receive bids from a person or entity that has not registered to bid, and/or who has not satisfied all requirements for Bidder Registration, and/or that has not previously been granted bidding privileges, and, by bidding, such person or entity will be bound by these Bidder Terms and Conditions, any and all other terms and conditions posted on Auctioneer's website(s), and the terms and conditions posted on the websites of any Online Auction Platform Provider(s) used by Auctioneer. Bidder qualification provisions are intended for the benefit of Auctioneer and Seller(s), and create no rights or interests in any other persons, including competing Bidders. Auctioneer and/or Seller(s) may (but will not be required to) waive any Bidder qualifications, either globally or on a case by case basis.
- 4. Auction Conducted in the Commonwealth of Virginia.** The Auction is conducted in the Commonwealth of Virginia. The Property is offered for sale in the Commonwealth of Virginia, and will be sold in the Commonwealth of Virginia. Notwithstanding the physical location of any Bidder, these Bidder Terms and Conditions are entered into in the Commonwealth of Virginia, all bids and payments are received in the Commonwealth of Virginia, and all contracts between Seller and Buyer (including the Purchase Agreement), are formed and entered into in the Commonwealth of Virginia.
- 5. Buyer's Premium.** A Buyer's Premium in an equal to ten percent (10.0%) of the High Bid Amount, or Hammer Price, will be paid by the Buyer to Auctioneer for Auctioneer's own account. The Buyer's Premium is earned by Auctioneer with the fall of the Hammer and is non-refundable. The Buyer's Premium will be added to the High Bid Amount, or Hammer Price, to determine the Contract Price.
- 6. Access to Auction Site and/or Online Auction Platform.** YOU assume all risks associated with their presence at the Auction Site and/or their access to any Online Auction Platform utilized by Auctioneer. Any person may be denied access to the Auction, the Auction Site, and any Online Auction Platform utilized by Auctioneer, and may be removed at Auctioneer's discretion.

7. **Nature of the Auction.**

The Auction will be an Absolute Auction. This means that, once a bid is received on a parcel of Property put up at the Auction such parcel of Property will be sold to the highest Bidder.

The Auction will be With Reserve. There may be a Reserve Price below which the Property will not be sold, and, under any circumstances, Auctioneer may withdraw the Property at any time prior to the Fall of the Hammer or other termination of bidding (even if bids have been tendered, received, and posted).

The Property will be sold Subject to Seller's Confirmation. This means that after the High Bid Subject to Confirmation has been received and acknowledged by Auctioneer, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid or (ii) reject such bid. Seller will confirm or reject the High Bid Subject to Confirmation within three (3) business days after the Auction.

8. **Bidding.** By bidding, YOU acknowledge and agree that YOU are to, and bound by, these Bidder Terms and Conditions.

9. **No Bid Retraction.** YOU may not retract a bid that has been acknowledged by Auctioneer or that has been submitted online. YOU acknowledge and agree that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept YOUR Bidder Registration and for YOU to bid at the Auction, YOU agree not to withdraw or to attempt to withdraw any tendered bid.

10. **Online Auction.** The following terms and conditions apply if the Auction is conducted, in whole or in part, online:

10.1. **Online Bidder Account.** Anyone desiring to bid online, or to establish the possibility of bidding online, will be required to create an online bidding account by completing all necessary forms and providing required information.

10.2. **Bidder Terms and Conditions; Notices and Announcements.** The Auction will be conducted in accordance with these Bidder Terms and Conditions and any notices or announcements by Auctioneer and/or posted online or onsite.

10.3. **Posted Times.** All times are based on the local time zone at the Auction Site unless stated otherwise. Posted closing times and time displays are approximate. Auctioneer reserves the right to close early or extend the Auction at Auctioneer's sole and absolute discretion.

10.4. **Technology Disruptions.** Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

10.5. **Failures by Online Auction Platform Provider and its Affiliates or Contractors.** Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

10.6. **Auto Extend Feature.** Any Online Bidding Period may include an auto extend feature. This means that, if an online bid is entered within a set time period approaching the end of the established Online Bidding Period, the Online Bidding Period will automatically be extended for an additional amount of time in increments established by Auctioneer, and will continue to be so extended until there is a set period of time that lapses during which no online bids are received, after which bidding will close.

10.7. **Disclaimer.** Auctioneer makes no representations or warranties, and disclaims all representations and warranties, (i) that the Online Auction Platform or any related website or technology will be uninterrupted, error free or virus free, (ii) as to the results that may be obtained by using the Online Auction Platform or any related website or technology, or (iii) as to the accuracy, completeness, reliability, security, or current nature of the Online Auction Platform or any related technology.

10.8. **Winning Bidders Subject to Certification by Auctioneer.** The final determination of the Winning Bidder is subject to certification by Auctioneer; and any email or electronic message (whether generated manually or automatically) is subject to such certification.

11. **Absentee Bids; Remote Bidding.** In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). Absentee Bids may be initiated and advanced in accordance with Auctioneer's policies and procedures. Auctioneer will make reasonable efforts to execute Absentee Bids, but Auctioneer will have no liability for the failure to execute any Absentee Bids. The Property may be sold to a competing Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes the competing Bidder to reach the such amount first. If the execution of an Absentee Bid at its maximum amount would require Auctioneer to accept a bid that is less than a full bidding increment, Auctioneer may acknowledge or reject such bid. An Absentee Bidder may authorize Auctioneer to advance the bid by one or more bidding increments after the maximum amount of the Absentee Bid is, or would be, reached. Auctioneer acts as the agent of the Seller only, and the receipt and/or execution of Absentee Bids will not create an agency relationship between Auctioneer and any Absentee Bidder.
12. **Bid Increments.** Bid increments are established and controlled by Auctioneer, and may be adjusted or modified in Auctioneer's sole and absolute discretion.
13. **Responsibility for Bids Placed on Bidder Number or Bidder Account.** YOU are responsible for all bids made on the Bidder Number or through YOUR Bidder Account. Auctioneer is not responsible for monitoring or policing the use of Bidder Numbers or Bidder Accounts.
14. **Withdrawal of Property by Auctioneer.** Unless specific Property is, in express written terms, put up at Absolute Auction, Auctioneer has the right to withdraw the Property from the Auction prior to the Fall of the Hammer or other termination of bidding.
15. **Winning Bid; Buyer.** Pursuant to these Bidder Terms and Conditions, the Bidder making the Winning Bid will be the Buyer.
16. **Property Sold "AS IS", "WHERE IS", and "WITH ALL FAULTS".** THE PROPERTY IS BEING OFFERED AND SOLD IN ITS AS IS/WHERE IS CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO WARRANTIES OF TITLE, NON-INFRINGEMENT, AUTHENTICITY, ORIGIN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOU ACKNOWLEDGE AND AGREE THAT YOU CANNOT RELY, AND HAVE NOT RELIED, ON ANY REPRESENTATION, WARRANTY, OR GUARANTY MADE BY THE SELLER OR ANYONE ACTING AS AGENT OF THE SELLER, ORALLY OR IN WRITING, ABOUT THE PROPERTY. BY BIDDING, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD A FULL AND FAIR OPPORTUNITY TO INSPECT THE PROPERTY, AND YOU ARE RELYING SOLELY ON, OR YOU HAVE WAIVED, YOUR INSPECTION AND INVESTIGATION (I) IN DETERMINING WHETHER TO BID, (II) IN DETERMINING THE AMOUNT OF A BID, AND (III) IN BIDDING.
17. **Announcements.** Subject to the limitation set forth in these Bidder Terms and Conditions, all terms and conditions and other announcements made by Auctioneer on the day of the Auction are binding and take precedence over any advertisements or listings.
18. **Inspection.** By bidding, YOU acknowledge and agree that YOU have had a full and fair opportunity to inspect the Property, and that YOU are relying solely on YOUR inspection and investigation, or that YOU have waived inspection and investigation, and that you have not relied on any statement, representation, warranty, or guaranty made by Auctioneer or by any Seller or anyone acting as agent or representative of a Seller. YOU, further, acknowledge and agree that any photographs or other images of the Property are adequate for YOUR purposes. YOU have made all necessary inquiries and investigations regarding the Property, and YOU are prepared to purchase the Property in its AS IS, WHERE IS condition, with all faults and with no contingencies.
19. **Description of Property.** Unless otherwise expressly stated otherwise in writing, any description of Property is based solely on visual impression, and is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by Auctioneer.
20. **Registration Deposit.** Bidders may be required to make a Registration Deposit in order to bid on the Property. The Registration Deposit of the Winning Bidder will be applied against the Contract Price for the Property, and Registration Deposits made by others will be returned, or released, at the conclusion of the Auction.
21. **Separately Deeded Parcels.** If the Property consists of two or more separately deeded parcels, Auctioneer may, in Auctioneer's discretion, put the parcels up for bid individually, as an entire group, and by various combinations, and the bids received by each method will be held until it is determined which method yields the highest aggregate amount. Bidding may

be conducted in multiple rounds, and methods or combinations may be eliminated until the final method or grouping yielding the highest aggregate amount is determined.

22. **Breaks and Recesses.** Auctioneer may take breaks or recesses during the bidding on the Property, and such breaks or recesses will not terminate the bidding unless expressly stated. Auctioneer may suspend bidding on the Property without declaring a No Sale of the Property. A No Sale of the Property will only occur if Auctioneer declares a No Sale in those terms, or if the Auction concludes in its entirety without a Winning Bid or a High Bid Subject to Confirmation. If announced by Auctioneer, the Auction may continue for a stated period of time, during which period Auctioneer may receive bids in person, telephonically, electronically, online, or by other means.

23. **Purchase Agreement; Contract Price.** The Purchase Agreement will be executed at the close of bidding by the Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be. In auctions Subject to Seller's Confirmation, Seller will execute the Purchase Agreement on Seller's confirmation and acceptance of the High Bid Subject to Confirmation. The Purchase Agreement is available for review prior to the Property being offered, and is incorporated in and made a part of these Bidder terms and Conditions. The Contract Price in the Purchase Agreement will be the High Bid Amount, or Hammer Price, plus the Buyer's Premium.

24. **Realty Deposit.** The Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be, will make a Realty Deposit on execution of the Purchase Agreement. The Realty Deposit (which will include any registration deposit made by such Bidder) will be:

Ten Thousand Dollars (\$10,000)

The Realty Deposit may be paid in cash or its equivalent, by certified funds, by credit card (if that service made available by Auctioneer), or by personal or company check. The Realty Deposit will be held by Auctioneer in a non-interest bearing account. If the Realty Deposit is forfeited by the Winning Bidder, it will be applied to the payment of amounts due and owing to Auctioneer before any distribution to Seller or otherwise.

25. **No Buyer Contingencies.** There will be no Buyer conditions or contingencies to the sale of the Property, except Seller's delivery of good and marketable title.

26. **Realty Closing.** The Realty Closing will occur at a mutually agreed time and place within Thirty (30) days after the Auction, unless extended with the written consent of Seller and Auctioneer.

27. **Broker Participation.** If a Participating Broker who has registered with Auctioneer prior to the Auction produces the Buyer, or has otherwise assisted in facilitating the sale of Property at the Auction, such broker may be paid a Broker Participation Fee, in an amount and manner established by Auctioneer.

28. **Realty Transfer Tax.** Realty transfer taxes will be allocated as follows:

~~Paid by Buyer~~ **X Paid by Seller** ~~Equally between Buyer and Seller~~

29. **Calculation of Realty Transfer Tax; Disputes.** Realty transfer tax will be calculated based on the Contract Price, which includes the Hammer Price **plus** the Buyer's Premium. If YOU believe that the Buyer's Premium portion of the Contract Price should not be subject to realty transfer tax, or if you otherwise dispute the calculation of realty transfer tax, YOU should address YOUR dispute to the appropriate taxing authority and seek a refund from the appropriate taxing authority to the extent that the same may be available to YOU.

30. **Recording Fees.** Buyer will pay the fees for recording the deed for the Property.

31. **Settlement Fees and Expenses.** Buyer will pay any and all settlement fees and expenses, including, without being limited to, title searches, title insurance charges, and survey costs.

32. **Apportionment.** Taxes and all other periodic realty costs, if any, will be apportioned *pro rata* as of the date of the Realty Closing. Seller will pay for all days up to and including the date of the Realty Closing, and Purchaser will pay for all days following the date of the Realty Closing.

33. **Zoning; Land Use.** NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ZONING OF THE Property OR ANY OTHER LAND USE RESTRICTIONS AFFECTING THE Property. IT IS YOUR RESPONSIBILITY TO MAKE SUCH INQUIRIES AND INVESTIGATIONS AS MAY BE NECESSARY TO CONFIRM THE APPLICABLE ZONING AND LAND USE RESTRICTIONS AFFECTING THE Property. THE PURCHASE OF THE Property WILL NOT BE CONTINGENT IN ANY WAY ON ZONING OR LAND USE RESTRICTIONS, OR ON WHETHER A BIDDER OR BUYER MAY PUT THE Property TO ANY DESIRED USE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT RELYING ON ANY REPRESENTATIONS BY SELLER OR AUCTIONEER CONCERNING ZONING OR OTHER LAND USE RESTRICTIONS AFFECTING THE Property.

34. **Seller's Residential Real Estate Disclosure Statement.** If the Property is residential real estate,
- X The Property is residential real estate and Seller has completed a Seller's residential Property disclosure statement that is available for review prior to bidding.
- ~~The Property is residential real estate but Seller is exempt from providing a residential Property disclosure statement.~~
- ~~The Property is not residential real estate and no residential Property disclosure statement is required.~~
35. **Lead-based Paint Disclosure.** If the Property includes residential improvements constructed prior to 1978, Seller will complete a Lead-based Paint Disclosure Statement.
36. **Breach.**
- 36.1. **Seller's Breach.** If Seller breaches any of Seller's obligations with respect to the purchase and sale of the Property, Buyer's sole and exclusive remedy will be return of the Realty Deposit and any other monies actually paid by the Buyer; provided, however, that the Buyer's Premium is non-refundable. Notwithstanding the foregoing, if Seller breaches Seller's obligations under these Bidder Terms and Conditions or under the Purchase Agreement, Seller will be liable to pay Buyer an amount equal to the Buyer's Premium actually paid by Buyer in addition to the Realty Deposit. Under no circumstances will Auctioneer or Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity. Specific performance is not available as a remedy to Buyer.
- 36.2. **Buyer's Breach.** If Buyer breaches any of Buyer's obligations, Buyer will forfeit the Deposit and any other monies actually paid to Seller or Auctioneer, and will pay all of Seller's and Auctioneer's costs and expenses (including reasonable attorneys' fees and costs of litigation). If the Property is subsequently offered for sale (at auction or otherwise), Buyer will be responsible for any and all costs and expenses incurred with respect there to, including, without being limited to, advertising and labor. Buyer will also be responsible for any shortfall between the Contract Price established at the Auction and any subsequent lower amount for which the Property may be sold.
37. **Risk of Loss.** The risk of loss or damage to the Property is assumed by the Seller until Settlement, except for in the event of loss or damage to the Property exceeding ten percent (10%) of the Hammer Price, then Seller may elect to either repair the damages, provide credit at Settlement, or terminate the Purchase Agreement.
38. **Time is Of the Essence.** Time is of the Essence with respect to the purchase and sale of the Property.
39. **Bidding by or on Behalf of Seller.** Seller, or those acting on Seller's behalf, may bid at the Auction unless the Auction is an Absolute Auction that is not being conducted pursuant to a court order. If the Property is subject to a Reserve Price, Auctioneer may bid up to the Reserve Price on Seller's behalf.
40. **Conduct of the Auction.** Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, and Auctioneer will resolve any and all disputes. Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding if (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware of a bid that was unnoticed prior to the Fall of the Hammer or other termination of the bidding, and it is demonstrated to Auctioneer's satisfaction that such bid was, in fact, timely made, or (iii) after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ringman, or multiple bid assistants or ringmen, have acknowledged bids in the same amount bid from different Bidders, or (iv) an online bid, or other bid by a remote Bidder, tendered or attempted to be tendered prior to the Fall of the Hammer goes unrecognized, or (v) some other bid dispute arises. Any contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid. The determination of whether to reopen the bidding is within Auctioneer's sole and absolute discretion, Auctioneer is not required to reopen the bidding, and Auctioneer's determination will be final and conclusive.
41. **Auctioneer's Records Conclusive.** Absent clerical errors, Auctioneer's records will be final and conclusive.
42. **Returned Checks.** Any checks that are returned unpaid will be subject to a returned check fee in the amount of \$ 50.00. In addition to the foregoing, Auctioneer will be entitled to recover, from the issuer of a returned check, all costs and expenses, including attorneys' fees, for the collection of payment made in the form of a check that has been returned unpaid.
43. **No Stop Payment Orders or Credit Card Chargebacks.** YOU agree that YOU will not, under any circumstances, (i) issue a stop payment order with respect to any checks issued at or in connection with the Auction, or (ii) initiate a credit card chargeback with respect to any purchases at the Auction. YOU further agree that if, in violation of these Terms and

Conditions, a stop payment order is issued or a credit card chargeback is initiated, these Bidder Terms and Conditions will be conclusive evidence of YOUR (i) waiver of any rights to issue a stop payment order or to initiate a credit card chargeback, and (ii) agreement not to issue a stop payment order or to initiate a credit card chargeback; and YOU acknowledge and agree that on Auctioneer's presentation of these Bidder Terms and Conditions to the bank, credit card company, or other financial institution against which a check was drawn or that issued the credit card on which charges were made, such bank, credit card company, or other financial institution will reverse any stop-payment order and/or reverse or deny any credit card chargeback, and will re-credit all amounts to or for the account of Auctioneer. If, in violation of these Bidder Terms and Conditions, YOU issue a stop payment order or initiates a credit card chargeback, YOU, even if successful, will remain liable for all purchases made at the Auction, and will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or Seller in challenging the stop payment order or credit card chargeback and in collecting payment. YOU acknowledge and agree that the covenant not to issue a stop payment order or to initiate a credit card chargeback is a condition to the issuance of a Bidder Number or Bidder Account, and is being made as an inducement for Auctioneer to accept YOUR Bidder Registration, to issue a Bidder Number or Bidder Account, and to permit YOU to Bid at the Auction. YOU acknowledge and agree that Auctioneer is relying on the covenant not to issue a stop payment order or to initiate a credit card chargeback in accepting YOUR Bidder Registration, in issuing a Bidder Number or Bidder Account, and in permitting YOU to bid at the Auction.

44. **Incidental or Consequential Damages: Specific Performance.** YOU will not be entitled to incidental or consequential damages, including, without being limited to lost profits or reduced productivity for any reason. YOU will not be entitled to specific performance or other equitable relief for any reason.

45. **Indemnification.** YOU agree to indemnify and hold Auctioneer and Seller harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.

46. **Private Sale.** YOU agree not to offer to enter into a Private Sale for the purchase of the Property prior to or during the Auction. If the Property is not sold at the Auction and Seller enters into an agreement to sell the Property to YOU within Thirty (30) days after the Auction, Auctioneer will be entitled to receive an amount equal to Auctioneer's Commission, Buyer's Premium, and reimbursable expenses. Any you will be jointly and severally liable, along with Seller, to pay such amount to Auctioneer.

47. **Waiver.** Certain provisions of these Bidder Terms and Conditions are for the exclusive benefit of Auctioneer and/or Seller(s). Such provisions, including, without being limited to, Bidder registration and qualification requirements, deposit and payment terms (including the method, form, and timing of payment, and inspection terms), do not create, and will not be deemed to create, any benefits or rights in favor of any other persons, including competing Bidders, and may not be enforced by any other persons. Either globally or on a case by case basis Auctioneer and/or Seller may (but will not be required to) waive any provisions of these Bidder Terms and Conditions that are intended for the benefit of Auctioneer and/or Seller.

48. **Bid Pooling.** Bid pooling occurs when Bidders collude to regulate, and artificially suppress, bidding in an effort to reduce the Hammer Price. Bid pooling is a felony. Anyone participating in bid pooling will be referred for prosecution.

49. **Governing Law; Jurisdiction; Venue; Waiver of Jury Trial.** These Bidder Terms and Conditions will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for the Hanover County, Virginia, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number YOU irrevocably and unconditionally (i) agree that any claim, suit or cause of action relating to these Bidder Terms and Conditions, the Auction, or the transactions contemplated hereunder, will be brought in the state or federal courts sitting in and for the Hanover County, Virginia; (ii) consent to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waive any objection that YOU may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waive any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of *forum non conveniens*. YOU WAIVE THE RIGHT TO A JURY TRIAL.

50. **Attorneys' Fees.** If YOU breach YOUR obligations under these Bidder Terms and Conditions, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their respective rights hereunder.