



# ONLINE BIDDER CONTRACT

Ordered Sold by Thomas and Kathy Hite  
Real Estate Auction, Saturday June 6, 2009 @ 10:00 am

**Please carefully review this Online Bidder Contract (“Contract”) and the General Terms and Conditions of Sale (“Terms”). You must follow instructions for the escrow deposit, execute this Contract, the Bidder Registration Form, and the Terms and send to Triangle J Auction Co. LLC., 102 W. Main Street, Wakefield, VA 23888., in order for you to be able to participate as a qualified Bidder in the auction. All executed documents and the required escrow deposit to be received no later than 12:00 Noon, E.D.T., Tuesday, May 13, 2008.**

This is a Contract entered into by and between the Bidder (“Bidder”) whose name is identified below and Triangle J Auction Co. LLC. (“Auctioneer”).

1. All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidder must be 21 years of age or older. Bidder agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted during the auction.
2. Bidder agrees not to retract its offer(s). The highest Bidder is legally bound to purchase the Property awarded in accordance with his / her bid, the Terms, the Sales Contract, and all other Federal and State Regulations governing contracts for the purchase of real property. Unilateral conditions asserted by any Bidder will not be accepted. There will be a 13% Buyer’s Premium added to the Final Bid Price.
3. Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the auction.
4. Disputes Between Bidders - If a dispute arises between two or more Bidders, Auctioneer reserves the right to reopen the bidding. Auctioneer’s designation of the highest and successful Bidder shall be final.
5. Termination: This Contract constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, without notice, in Auctioneer’s sole discretion. If Bidder dissatisfaction occurs with the online portion of the auction in any way, Bidder’s only recourse is to immediately discontinue use of the online portion of the auction. Auctioneer reserves the right to terminate Bidder registration and use of the online portion of the auction, and impose limits on certain features of the online portion of the auction or restrict Bidder access to, or use of, part or the entire online portion of the auction without notice or penalty.
6. Hold Harmless - Auctioneer cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means, therefore they cannot guarantee continual, uninterrupted or error free service as the website could be interfered with by means out of Auctioneer’s control. Bidder acknowledges that the online portion of the auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer may void any sale, temporarily suspend bidding and re-sell the Property that was affected by any malfunction. The decision of the Auctioneer is final.
7. Required Escrow Deposit – In order to be fully and properly registered for the online portion of the auction, Bidder will wire transfer the required Escrow Deposit, in U.S. Funds, to **Consumer Escrow & Title, Inc** (Escrow Agent)  
Once the Escrow Deposit and all executed documents are received, Auctioneer will approve your access to bid. Any questions regarding the online bidding process may be obtained by contacting Triangle J Auction Co LLC. at [trianglejsoldit@aol.com](mailto:trianglejsoldit@aol.com) or 757-556-1017.
8. Property Inspection: The Bidder is invited, urged and cautioned to inspect the Property prior to submitting any bid. Failure to inspect the Property shall not constitute cause for cancellation of sale.
9. The Bidder agrees that, should they be the highest Bidder on the Property, all information regarding the transaction may be published on the Auctioneer’s web site per the Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 522(2000)).

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|--|----------------|
| Name:                                  |                |
| Address:                               |                |
| City, St, Zip”:                        |                |
| City, Country,<br>Code If outside U.S. |                |
| Contact Telephone                      | Email Address: |

**I hereby acknowledge and accept the terms of the Online Bidding Contract and agree to comply with same:**

\_\_\_\_\_  
**Signature of Acceptance**

\_\_\_\_\_  
**Date**