919 Holman Ave, Covington, KY 41011-3012, Kenton County

APN: 054-22-13-013.00 CLIP: 1087032445

Beds	Full Baths	Half Baths	Sale Price	Sale Date
3	**3**	**N/A**	**$27,000**	**N/A**
Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
1,500	**2,052**	**N/A**	**SFR**	

OWNER INFORMATION

Owner Name	**Wells Erin R & Tony M**	Tax Billing City & State	**Covington, KY**
Owner Name 2	**Sweet Loxie H**	Tax Billing Zip	**41011**
Owner Occupied	**Yes**	Tax Billing Zip+4	**3012**
Tax Billing Address	**919 Holman Ave**		

COMMUNITY INSIGHTS

Median Home Value	**$276,583**	School District	**COVINGTON INDEPENDENT**
Median Home Value Rating	**4 / 10**	Family Friendly Score	**14 / 100**
Total Crime Risk Score (for the neighborhood, relative to the nation)	**51 / 100**	Walkable Score	**93 / 100**
Total Incidents (1 yr)	**25**	Q1 Home Price Forecast	**$285,734**
Standardized Test Rank	**28 / 100**	Last 2 Yr Home Appreciation	**25%**

LOCATION INFORMATION

Subdivision	**West Baptist Theological Institute**	Carrier Route	**C018**
Municipality	**Covington**	School District Name	**Covington**
School District	**0001**	Within 250 Feet of Multiple Flood Zone	**No**
Census Tract	**607.00**		

TAX INFORMATION

Tax ID	054-22-13-013.00	Tax Appraisal Area	**COVINGTON**
Lot #	**267**	% Improved	**94%**
Tax Area	**0001**		
Legal Description	**PT LOTS 267 & 268 W BAP 1ST 48 X42.74 IRR**		

ASSESSMENT & TAX

Assessment Year	2024	2023	2022
Assessed Value - Total	**$90,000**	**$90,000**	**$90,000**
Assessed Value - Land	**$5,000**	**$5,000**	**$5,000**
Assessed Value - Improved	**$85,000**	**$85,000**	**$85,000**
YOY Assessed Change ($)	**$0**	**$0**	
YOY Assessed Change (%)	**0%**	**0%**	
Market Value - Total	**$90,000**	**$90,000**	**$90,000**
Market Value - Land	**$5,000**	**$5,000**	**$5,000**
Market Value - Improved	**$85,000**	**$85,000**	**$85,000**

Tax Year	Total Tax	Change ($)	Change (%)
2021	**$822**		
2022	**$1,240**	**$418**	**50.78%**
2023	**$1,245**	**$5**	**0.38%**

CHARACTERISTICS

Land Use - County	**Single Family**	Stories	**1**
Land Use - CoreLogic	**SFR**	Building Sq Ft	**1,500**
Lot Acres	**0.0471**	Gross Sq Ft	**1,500**
Lot Sq Ft	**2,052**	Bedrooms	**3**
Lot Frontage	**48**	Total Baths	**3**
Lot Depth	**42.74**	Full Baths	**3**
Lot Shape	**Y**	Condition	**Fair**
# of Buildings	**1**		

SELL SCORE

Rating	**Moderate**	Value As Of	**2024-08-25 04:36:44**
Sell Score	**536**		

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

RENTAL TRENDS

Estimated Value	**2115**	Cap Rate	**6.6%**
Estimated Value High	**2630**	Forecast Standard Deviation (FSD)	**0.24**
Estimated Value Low	**1600**		

(1) Rental Trends is a CoreLogic® derived value and should be used for information purposes only.

(2) The FSD denotes confidence in an Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Amount estimate will fall within, based on the consistency of the information available to the Rental Amount at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LAST MARKET SALE & SALES HISTORY

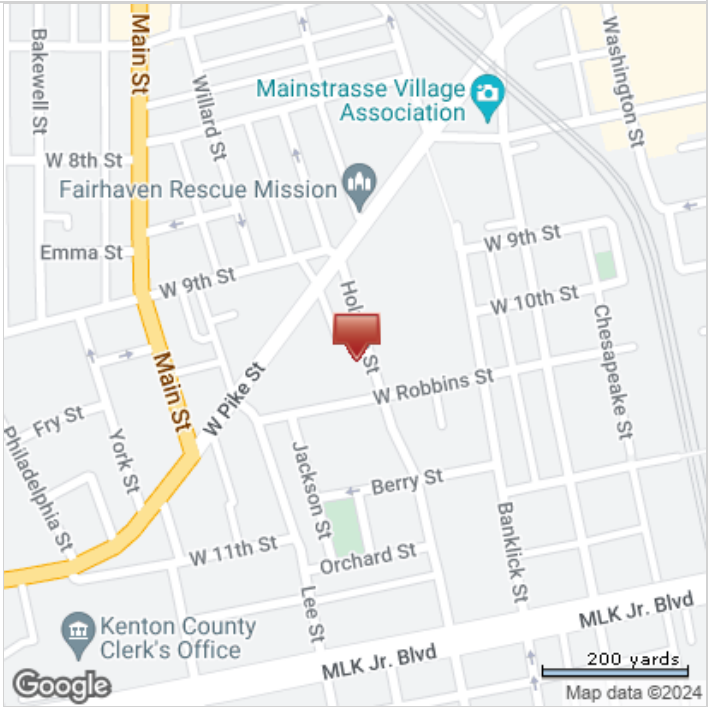
Recording Date	**08/12/1994**	Owner Name 2	**Sweet Loxie H**
Sale Price	**$27,000**	Seller	**Emery Flora**
Price Per Square Feet	**$18.00**	Deed Type	**Deed (Reg)**
Owner Name	**Wells Erin R & Tony M**		

Sale/Settlement Date	06/05/2024		
Recording Date	**06/11/2024**	**08/12/1994**	**10/10/1991**
Sale Price		**$27,000**	**$20,000**
Nominal	**Y**		
Buyer Name	**Wells Erin R & Tony M**	**Smith Patricia A**	
Seller Name	**Smith Patricia A**	**Emery Flora**	**Tibbitt Glyn**
Document Number	**288-482**		
Document Type	**Affidavit**	**Deed (Reg)**	**Deed (Reg)**

MORTGAGE HISTORY

Mortgage Date	08/12/1994	10/10/1991
Mortgage Amount	**$27,000**	**$15,000**
Mortgage Lender	**Provident Bk/Ky**	
Mortgage Code	**Conventional**	**Private Party Lender**

PROPERTY MAP



***Lot Dimensions are Estimated**

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KENTUCKY REAL ESTATE COMMISSION

Public Protection Cabinet
Mayo-Underwood Building
500 Mero Street 2NE09
Frankfort, Kentucky 40601
(502) 564-7760
http://krec.ky.gov

AGENCY CONSENT AGREEMENT – BUYER / LESSEE

The real estate agent who is providing you with this form is required to do so by Kentucky law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below.

Buyer(s)/Lessee(s): _____

Property Address: 919 Holman Ave Covington 41011-3012

PART A

(To be completed prior to entering into a written agreement to provide real estate brokerage services, including, but not limited to, a buyer representation agreement, or completing, or directing the completion of, a contract, offer, or lease for a real estate transaction)

The Principal Broker being retained is _____ (name of Principal Broker) and Affiliate Agent_____(name of Affiliate Agent) of the _____ (name of brokerage firm) brokerage firm.

At this time Licensee is retained as the following type of agent: (check one)

☐ Buyer's agent
☐ Dual agent
☐ Designated agent
☐ Licensee(s) shall provide transactional brokerage services to buyer(s) / lessee(s). For the purposes of this form, a party to transactional brokerage services is not a client or prospective client.

I (we) consent to the above relationships as we enter into this real estate contract. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information contained in the **Kentucky Real Estate Commission's A Guide to Agency Relationships**.

BUYER/LESSEE Signature	Printed Name	DATE/TIME
BUYER/LESSEE Signature	Printed Name	DATE/TIME

This contract is for use by Douglas Garner. Use by any other party is illegal and voids the contract.
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PART B

(To be completed at the time the licensee prepares and/or submits an offer, contract, or lease for the clients. If and when PART B is completed, PART B supersedes PART A.)

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Buyer/Lessee is represented by_____of
AFFILIATE AGENT

_____
NAME OF BROKERAGE FIRM AND PRINCIPAL BROKER'S NAME

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

(Mark the appropriate box)

If two agents in the same real estate brokerage represent both the Buyer/Lessee and the Seller/Lessor, check the following relationship that will apply:

Designated Agency:

☐ Affiliate Agent(s)_____of_____ represents the Buyer/Lessee and another Agent(s) in the same firm represents the Seller/Lessor. The Principal Broker and managers will be "dual agents," which is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. As dual agents, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information;

OR

Dual Agency:

☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, Agent(s) _____and_____will be working for both the Buyer/Lessee and Seller/Lessor as "dual agents". Dual agency is explained in *the **Kentucky Real Estate Commission's A Guide to Agency Relationships***. As a dual agent, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

(Mark the appropriate box.)

Affiliate Agent_____and the brokerage firm _____will:

☐ be a "dual agent" representing both parties in this transaction. Dual agency is explained in the **Kentucky Real Estate Commission A Guide to Agency Relationships**. As a dual agent they will remain loyal to both parties, and they will protect all parties' confidential information

OR

☐ represent only the (check one) ☐ Buyer/Lessee or ☐ Seller/Lessor. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided to the agent may be disclosed to the agent's client.

This contract is for use by Douglas Garner. Use by any other party is illegal and voids the contract.

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IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

(Mark the appropriate box.)

☐ Transactional Brokerage: The Principal Broker of the Brokerage Firm assigns (Identify all Licensees acting as a Transactional Agent): _____
to provide real estate brokerage services to either, or both, Party(ies) to the transaction, owe the Party(ies) only the duties of good faith and fair dealing, and to not relay confidential information between the Parties, unless so directed by the sending Party. For the purposes of this Agreement, a party to a Transactional Brokerage is not a Client or Prospective Client.

The ☐ Buyer; ☐ Seller; ☐ Lessor; ☐ Lessee is an Unrepresented Party. A licensee owes an Unrepresented Party the duties of good faith and fair dealing. For the purposes of this Agreement, an Unrepresented Party is not a Client or Prospective Client.

LICENSEE'S RELATIONSHIP TO OTHER PARTIES IN THE TRANSACTION

To the best of their knowledge, licensee(s) does not have a PERSONAL, FAMILY, or BUSINESS relationship with another party to this transaction. If such a relationship does exist, please explain:

DISCLAIMER

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the Seller/Lessor and Buyer/Lessee from the responsibility to protect their own interests. The Seller/Lessor and Buyer/Lessee are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

PARTY CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agencyor designated agency in this transaction, I (we) acknowledge reading the information contained in the Commission's Guide to Agency Relationships.

BUYER/LESSEE Signature	Printed Name	DATE/TIME
BUYER/LESSEE Signature	Printed Name	DATE/TIME

This contract is for use by Douglas Garner. Use by any other party is illegal and voids the contract.

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NORTHERN KENTUCKY Auction
5285 Madison Pike • Independence, KY 41051
859-525-6777 • douggar@gmail.com
NorthernKentuckyAuction.com
Douglas Garner • Kentucky License No. _____

BIDDER TERMS AND CONDITIONS

These Bidder Terms and Conditions apply to auctions conducted by Northern Kentucky Auction, LLC, and constitute a legal, valid, binding, and enforceable contract between Auctioneer and each Participant, Bidder, and Buyer. These bidder terms and conditions also form the basis for the contract of sale between the Seller and the Buyer.

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 though any other means (including Absentee Bid), each Participant agrees to be bound by, and to abide by, all such Bidder Terms and Conditions.

2. **Definitions**. The following definitions apply to these Bidder Terms and Conditions for each auction conducted by Auctioneer:

"Absentee Bid" means a bid submitted to Auctioneer in advance by an Absentee Bidder for the execution during the Auction under terms established by Auctioneer.

"Absentee Bidder" means a person or entity that submits an Absentee Bid. An absentee Bidder may or may not be present at the Auction.

"Absolute Auction" or "Absolute" applies only if and when expressly indicated and means that property is sold to the highest bidder regardless of the amount of the final bid, with no limiting conditions, restrictions, or reservations. This type of auction is also known as an auction Without Reserve. Provided that a bid is received within a reasonable time after property is put up at Absolute Auction, the property will be sold to the highest bidder regardless of the final bid amount. Property put up at Absolute Auction may be withdrawn by Auctioneer if a bid is not received within a reasonable time. **UNLESS SPECIFICALLY AND EXPRESSLY STATED BY AUCTIONEER IN WRITING, NO PROPERTY IS BEING SOLD ABSOLUTE OR WITHOUT RESERVE.**

"Attendee" means any person who attends the Auction at the Auction Site, whether such person is a Registered Bidder or not.

"Auction" means the auction sale at which Auctioneer solicits bids, or is scheduled to solicit bids.

"Auction Site" means the physical location of the Auction, or, for an Auction conducted entirely online, the location where Property may be inspected and where a Buyer may pick up Personal Property.

"Bidder" means any person or entity that makes a bid at the Auction.

"Bidder Number" means the number or other identifier issued by Auctioneer to a Registered Bidder for the purposes of identifying bids to such Registered Bidder.

"Bidder Registration" means the information provided by a prospective Bidder, and the process of registering such prospective Bidder to bid at the Auction, including the prospective Bidder's agreement to be bound by these Bidder Terms and Conditions.

"Bidder Terms and Conditions" means these Bidder Terms and Conditions.

"Broker Participation Fee" means an amount that is paid to a broker who has participated in procuring a Buyer, or has otherwise assisted in facilitating the sale of Property at the Auction, under the terms and conditions and in the amount established by Auctioneer.

"Buyer" means the Winning Bidder with respect to each Lot of Personal Property or of each parcel of Real Property, as the case may be.

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"Buyer's Premium" is an amount with respect to each Lot of Personal Property or with respect to each parcel of Real Property, calculated as a percentage of the Hammer Price, that is payable by the Buyer to Auctioneer for Auctioneer's own account. For offered Subject to Seller's Confirmation, the Buyer's Premium will be calculated on the amount of the High Bid Subject to Confirmation.

"Commission" means the amount payable by or on behalf of Seller to Auctioneer for Auctioneer's services, calculated as a percentage of the Hammer Price.

"Fall of the Hammer" means the point, after bids have been received, at which Auctioneer declares a Lot of Personal Property or Real Property "sold" to the Bidder acknowledged by Auctioneer as having made the Winning Bid. During an auction that is exclusively online, the Fall of the Hammer may occur electronically at the end of timed (or extended) bidding. In an auction that is Subject to Seller's Confirmation, the Fall of the Hammer will occur on Seller's Confirmation of the High Bid Subject to Confirmation.

"Hammer Price" means the high bid amount recognized by Auctioneer with the Fall of the Hammer.

"High Bid" means the high bid amount recognized by Auctioneer at the conclusion of bidding on a Lot or on a parcel of Real Property, as the case may be.

"High Bid Subject to Confirmation" means the High Bid amount recognized by Auctioneer at the conclusion of bidding on Real Property put up at Auction Subject to Seller's Confirmation. If the High Bid Subject to Confirmation is confirmed by Seller, it will be the Hammer Price.

"High Bidder" means the Bidder recognized by Auctioneer as having made the High Bid with respect to a Lot or a parcel of Real Property.

"Knocked Down" or "Knock Down" means, with respect to any Property put up at the Auction, that Auctioneer has acknowledged the Winning Bid with the Fall of the Hammer, or by announcing "sold", or by giving a similar such indication. Property may be Knocked Down electronically at the conclusion of a timed online auction event. (*Also,* "Struck Off" or "Strikes Off").

"Lot" means each individual item or grouping of Personal Property offered at one time by Auctioneer.

"No Sale" occurs if Property is put up at the Auction but is not Struck Off or sold, and Auctioneer passes on such Property or declares a No Sale.

"Online Auction Platform" means the hardware and software utilized to conduct the Auction online and to facilitate online bidding, including any associated, adjunct, and/or complementary websites, services, premiums and promotions.

"Online Auction Platform Provider" means the provider of the Online Auction Platform and related services.

"Online Bidding Period" means, with respect to an Auction conducted in whole or in part online, any established period during which online bids may be tendered.

"Participant" means any person who attends, or otherwise participates in, the Auction (in person or remotely). The term Participant includes, but is not limited to, Attendees, Registered Bidders, Bidders, and Buyers.

"Personal Property" means the tangible and moveable property, and any intangible property (including, without limitation, intellectual property) put up at the Auction.

"Private Sale" means an event in which Property is sold by Seller, or on Seller's behalf, other than at the Auction (including a sale at an auction conducted by a person or entity other than Auctioneer).

"Private Sale Price" means the fair market purchase price of the Property paid, or agreed to, at a Private Sale in an arms-length transaction between Seller and the purchaser of the Property. If the Property is sold through a Private Sale for less than its fair market value, or in a transaction that is not an arms-length transaction, or is gifted by Seller, the Private Sale Price will be an amount equal to the fair market value of the Property in an arms-length transaction.

"Property" means the Real Property and the Personal Property.

"Purchase Price" means an amount equal to the Hammer Price or High Bid Subject to Confirmation, as the case may be, ***plus*** the Buyer's Premium.

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"Real Property" means

☒ The real property located at 919 Holman Ave Covington Ky 41011
Property identification number (if available): 054-22-13-013.00

☐ The separately deeded parcels of real property identified on an attachment to these Bidder Terms and Conditions.

"Realty Closing" means the settlement on the sale of the Real Property at which Seller sells, transfers, assigns, and conveys Seller's right, title, and interest in the Real Property to the Buyer, and the Buyer pays the Purchase Price for the Real Property.

"Realty Closing Date" means the date on which the Realty Closing occurs.

"Realty Deposit" is the good faith deposit made by the Buyer against the Purchase Price for the Real Property.

"Realty Purchase and Sale Agreement" means the contract for the purchase and sale of Real Property put up at the Auction 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 an Auction Subject to Seller's Confirmation, Seller will execute the Realty Purchase and Sale Agreement only on Seller's confirmation, approval, and acceptance of the High Bid Subject to Confirmation.

"Registered Bidder" means a person or entity that has registered to bid at the Auction.

"Registration Deposit" means, if required by Auctioneer, the deposit made by a Registered Bidder in order to register for the Auction. Auctioneer may require that the Registration Deposit be made in certified funds or in such other form as determined by Auctioneer in Auctioneer's discretion.

"Reserve" or "With Reserve" means that property put up at auction may be withdrawn by the Auctioneer and/or bids may be rejected by Auctioneer prior to the Fall of the Hammer. **UNLESS SPECIFICALLY AND EXPRESSLY STATED OTHERWISE BY AUCTIONEER IN WRITING, ALL PROPERTY IS BEING WITH RESERVE.**

"Reserve Price" means the minimum price that Seller is willing to accept for specific Property. If Property put up With Reserve is subject to a Reserve Price, such property will not be Struck Off unless the Reserve Price is met or waived.

"Seller's Confirmation" means Seller's confirmation, approval, and acceptance of the High Bid Subject to Confirmation acknowledged and recorded by Auctioneer.

"Struck Off" or "Strikes Off" means, with respect to any Property put up at the Auction, that Auctioneer has acknowledged the Winning Bid with the Fall of the Hammer, or by announcing "sold", or by giving a similar such indication. Property may be Struck Off electronically at the conclusion of a timed online auction event. (*Also,* "Knocked Down" or "Knock Down").

"Subject to Seller's Confirmation" means, with respect to any Property expressly identified in this Agreement as being sold Subject to Seller's Confirmation, that after the High Bid Subject to Seller's 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.

"Winning Bid" means the highest bid received and accepted (and if Subject to Seller's Confirmation, confirmed by Seller).

"Winning Bidder" means the Bidder who is recognized by Auctioneer as having made the Winning Bid.

"Withdrawn", "Withdrawal", or "Withdraw" refers to the circumstance in which the Property is removed or withdrawn from the Auction, or in which it is determined that such Property will not be offered or sold at the Auction.

"Without Reserve" means Absolute.

3. **Bidder Registration; Bidder Qualification.** All persons desiring to bid at the Auction, must register to bid and be issued a Bidder Number. In order to register to bid, each potential Bidder must provide such information (including identifying information and qualifications) as requested by Auctioneer. Each person registering to bid represents to the Auctioneer that such person is at least eighteen (18) years of age and is otherwise legally able to enter into a contract. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to issue a Bidder Number to any potential Bidder, and may revoke any Bidder Registration or Bidder Number. Each person registering to bid, or otherwise participating, at the Auction acknowledges and agrees that such person has read, understands, and agrees to be bound by, these Bidder Terms and Conditions. In Auctioneer's discretion, bids may be received from a person who has not registered to bid, and/or who has not satisfied all requirements for Bidder Registration, and/or who has not been issued a Bidder Number, and, by

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bidding, such person will be bound by these Bidder Terms and Conditions. Auctioneer may establish such Bidder qualifications as Auctioneer determines, in Auctioneer's discretion, are reasonably necessary or appropriate. Bidder qualification provisions (which may include proof of the availability of funds) are intended for the benefit of Auctioneer and Seller, and create no rights or interests in any other persons, including competing Bidders. Auctioneer and/or Seller 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 Kentucky**. The Auction is conducted in the Commonwealth of Kentucky. All Property is offered for sale in the Commonwealth of Kentucky, and will be Knocked-Down or Struck Off in the Commonwealth of Kentucky. Notwithstanding the physical location of any Participant, these Bidder Terms and Conditions are entered into in the Commonwealth of Kentucky, all bids and payments are received in the Commonwealth of Kentucky, and all contracts between Seller and Buyer (including the Realty Purchase and Sale Agreement, if any), are formed and entered into in the Commonwealth of Kentucky.

5. **Buyer's Premium.** All Property offered at the Auction is subject to a Buyer's Premium, which will be paid by the Buyer to Auctioneer for Auctioneer's own account. The Buyer's Premium will be calculated as a percentage of the Hammer Price, and will be added to the Hammer Price to determine the final Purchase Price.

The Buyer's Premium for Personal Property will be amount equal to Ten percent (10%) of the Hammer Price for each Lot Struck Off at the Auction.

☐ The Buyer's Premium for Personal Property will be reduced to _____ (_____%) for purchases that are paid in cash or by check.

The Buyer's Premium for Real Property will be amount equal to _____ percent (_____%) of the Hammer Price for each parcel of Real Property Struck Off at the Auction.

6. **Access to Auction Site and/or Online Auction Platform.** Participants 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 for the Real Property will be an Absolute Auction. This means that, once a bid is received on a parcel of Real Property put up at the Auction such parcel of Real Property will be sold to the highest Bidder.

☒ The Auction for the Real Property will be With Reserve. Prior to the Fall of the Hammer, Auctioneer may Withdraw the Real Property, or any of it, from the Auction.

☐ The Real 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.

☐ The Auction for the Personal Property will be an Absolute Auction. This means that, once a bid is made on a Lot, the Lot will be sold to the highest Bidder.

☐ The Auction for the Personal Property will be With Reserve. Auctioneer may Withdraw any Lot prior to the Fall of the Hammer on such Lot.

8. **Bidding.** Bidders may only bid at the Auction by agreeing to be bound by these Bidder Terms and Conditions. By bidding, each Bidder acknowledges and agrees that such Bidder is subject to, and bound by, these Bidder Terms and Conditions.

9. **No Bid Retraction.** No Bidder may retract a bid that has been acknowledged by Auctioneer or that has been submitted online. Each Bidder acknowledges and agrees 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 such Bidder's Bidder Registration and for such Bidder to bid at the Auction, each Bidder agrees 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 Bidding Registration.** 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.

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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 Eastern Standard Time zone 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. **Online Bidding Increments.** Auctioneer may establish bid increments, and may modify or change bid increments, in Auctioneer's sole and absolute discretion.

10.5. **Records of Online Activity.** Absent clerical errors, Auctioneer's records will be final and conclusive.

10.6. **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.

10.7. **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.

10.8. **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.

10.9. **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.

10.10. **Responsibility for Online Bids.** Each Registered Bidder is responsible for all bids transmitted from such Registered Bidder's computer or from such Registered Bidder's account for the Online Auction Platform. If a Winning Bid is sent from the computer of a Registered Bidder, or from a Registered Bidder's account for the Online Auction Platform, such Registered Bidder will be the Buyer.

10.11. **No Reduction or Retraction of Online Bids.** Except in extraordinary circumstances and in Auctioneer's sole and absolute discretion, online bids may not be reduced or retracted.

10.12. **Competing Online and Onsite Bids.** In the event of contemporaneously made online and onsite bids, Auctioneer will determine which bid is the successful bid, and may, in Auctioneer's discretion, reopen the bidding.

10.13. **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 to any Absentee Bidder for the failure to execute any Absentee Bids for any reason whatsoever. Each Absentee Bidder acknowledges and agrees that Property may be sold to another Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes another 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 has the sole and absolute discretion to 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.

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12. **Bid Increments.** Bid increments are established and controlled by Auctioneer, and may be adjusted or modified in Auctioneer's sole and absolute discretion. Auctioneer may reject or refuse to accept bids that are considered trifling increases over the preceding bid.

13. **Registered Bidders Responsible for Bids Placed on Bidder Number.** Each Registered Bidder is responsible for the Bidder Number issued to such Registered Bidder. Auctioneer is not responsible for monitoring or policing the use of Bidder Numbers, and each Registered Bidder is responsible for all bids made on the Bidder Number issued to such Registered Bidder even if the Registered Bidder claims that the Bidder Number was lost, stolen, or misappropriated, unless notice of a lost, stolen, or misappropriated Bidder Number was provided to Auctioneer prior to an unauthorized bid being made. Absent a clerical error, Auctioneer's records will be conclusive.

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 any Property from the Auction prior to the Fall of the Hammer.

15. **Winning Bid; Buyer.** Pursuant to these Bidder Terms and Conditions, the Bidder making the Winning Bid for any Lot or item of Personal Property or each parcel of Real Property, as the case may be, will be the Buyer of such Property.

16. **All Property Sold "AS IS", "WHERE IS", and "WITH ALL FAULTS"**. ALL 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 OF SUCH PROPERTY. 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. EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER CANNOT RELY, AND HAS 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, OR ANY OF IT. BY BIDDING, EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER HAS HAD A FULL AND FAIR OPPORTUNITY TO INSPECT THE PROPERTY, AND IS RELYING SOLELY ON, OR HAS WAIVED, SUCH BIDDER'S 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. **Bidder's Inspection.** By bidding, each Bidder acknowledges and agrees that such Bidder has had a full and fair opportunity to inspect the Property, and is relying solely on, or has waived, such Bidder's inspection and investigation (i) in determining whether to bid, (ii) in determining the amount of a bid, and (iii) in bidding.

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. **Contract of Sale for Personal Property.** By operation of these Terms and Conditions and Section 2-328(b) of the Uniform Commercial Code, no additional or further writing will be required to evidence the existence of a contract of sale for any Personal Property Knocked-Down at the Auction regardless of the Purchase Price, and these Bidder Terms and Conditions, together with Auctioneer's clerking sheets or other physical or digital notation identifying the Lot, the Hammer Price, and the Buyer, will be conclusive evidence as to the terms of the sale. These Bidder Terms and Conditions will be incorporated into and made a part of the contract between each Buyer and Seller.

21. **Sale of the Real Property.** The following terms and conditions apply if Real Property is offered at the Auction:

21.1. **Bidder Qualification.** Auctioneer may impose qualifications for bidding on the Real Property. Any such qualifications, which may include, without being limited to, proof of the availability of funds, will be posted or otherwise made available by Auctioneer. Bidder qualification provisions (which may include proof of the availability of funds) are intended for the benefit of Auctioneer and Seller, and create no rights or interests in any other persons, including competing Bidders. Auctioneer and/or Seller may (but will not be required to) waive any Bidder qualifications, either globally or on a case by case basis.

21.2. **Registration Deposit.** In Auctioneer's discretion, Auctioneer may require Bidders to make a registration deposit in order to bid on the Real Property. The registration deposit of the Winning Bidder will be applied against the

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Purchase Price for the Real Property, and registration deposits made by others will be returned at the conclusion of the Auction.

21.3. **Separately Deeded Parcels.** If the Real 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 Purchase Price. Bidding may be conducted in multiple rounds, and in a round robin fashion, and methods or combinations may be eliminated until the final method or grouping yielding the highest aggregate Purchase Price is determined.

21.4. **Breaks and Recesses**. Auctioneer may take breaks or recesses during the bidding on the Real Property, and such breaks or recesses will not terminate the bidding unless expressly stated. Auctioneer may suspend bidding on the Real Property without declaring a No Sale of the Real Property. A No Sale of the Real 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.

21.5. **Realty Purchase and Sale Agreement.** The Realty Purchase and Sale 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 Realty Purchase and Sale Agreement on Seller's confirmation and acceptance of the High Bid Subject to Confirmation. The Realty Purchase and Sale Agreement is available for review prior to the Real Property being offered, and is incorporated in and made a part of these Bidder terms and Conditions.

21.6. **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 Realty Purchase and Sale Agreement. The Realty Deposit (which will include any registration deposit made by such Bidder) will be:

☐ The amount of _____ Dollars ($_____); or

☒ Twenty percent (20 %) of the Hammer Price or High Bid Subject to Confirmation.

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 Auctioneer's Commission, Buyer's Premium, costs, and expenses before any distribution to Seller or otherwise.

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

21.8. **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.

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

21.10. **Real Estate Transfer Tax.** Any real estate transfer taxes will be allocated as follows:

☐ Paid by Buyer ☒ Paid by Seller ☐ Equally between Buyer and Seller ☐ Other _____.

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

21.12. **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.

21.13. **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.

21.14. **Zoning; Land Use.** NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ZONING OF THE REAL PROPERTY OR ANY OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY. IT IS THE RESPONSIBILITY OF EACH BIDDER TO MAKE SUCH INQUIRIES AND INVESTIGATIONS AS MAY BE NECESSARY TO CONFIRM THE APPLICABLE ZONING AND LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY. THE PURCHASE OF THE REAL PROPERTY WILL NOT BE CONTINGENT IN ANY

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WAY ON ZONING OR LAND USE RESTRICTIONS, OR ON WHETHER A BIDDER OR BUYER MAY PUT THE REAL PROPERTY TO ANY DESIRED USE. EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IS NOT RELYING ON ANY REPRESENTATIONS BY SELLER OR AUCTIONEER CONCERNING ZONING OR OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY.

21.15. **Seller's Residential Real Estate Disclosure Statement.** If the Real Property is residential real estate, Seller will (unless otherwise exempt) complete a Seller's residential real property disclosure statement.

21.16. **Lead-based Paint Disclosure.** If the Real Property includes residential improvements constructed prior to 1978, Seller will complete a Lead-based Paint Disclosure Statement.

21.17. **Breach.**

21.17.1. **Seller's Breach.** If Seller breaches any of Seller's obligations with respect to the Purchase and Sale of the Real Property, Buyer's sole and exclusive remedy will be return of the Realty Deposit and any other monies actually paid by the Buyer. 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.

21.17.2. **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 Auctioneers costs and expenses (including reasonable attorneys' fees and costs of litigation). If the Real 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 Purchase Price established at the Auction and any subsequent lower purchase price for which the Real Property may be sold.

21.18. **Risk of Loss.** The risk of loss or damage to the Real Property is assumed by the Seller until Settlement, except for in the event of loss or damage to the Real Property exceeding ten percent (10%) of the Purchase Price, then Seller may elect to either repair the damages, provide credit at Settlement, or terminate the Purchase and Sale Agreement.

21.19. **Time is Of the Essence.** Time is of the Essence with respect to the purchase and sale of the Real Property.

22. **Bidding by or on Behalf of Seller.**

☐ Absolute Auction – No Seller Bidding. Neither Seller nor anyone acting on the Seller's behalf may bid, directly or indirectly, on any Property put up at Absolute Auction.

☒ Reserve Auction – No Seller Bidding. Neither Seller nor anyone acting on Seller's behalf may bid, directly or indirectly, at the Auction.

☐ Reserve Auction – Possibility of Seller Bidding. Seller, or those acting on Seller's behalf, may bid at the Auction provided that the ability of Seller to bid is announced at the Auction.

23. **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 (but will not be required to) 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) promptly 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) promptly 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) 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.

24. **Motor Vehicles and Equipment.** Any and all motor vehicles and motorized equipment (including, without being limited to, automobiles, trucks, vans, recreational vehicles, motor cycles, motor scooters, tractors, earth moving equipment and other heavy equipment) must be paid in full prior to removal from the Auction Site; and, if any vehicles or equipment are paid for with a check, such vehicles or equipment will not be released unless and until the check clears and the funds have been received by Auctioneer and are not subject to reversal.

25. **All Sales Final.** ALL SALES ARE FINAL. NO REFUNDS OR RETURNS.

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26. **Sales Tax.** All Personal Property is subject sales tax unless an exemption applies.

27. **Payment.** All Personal Property must be paid for in-full by onsite Buyers on the day of the Auction, at or before the conclusion of the Auction, and before any Property is removed from the Auction Site by or on behalf of the Buyer. Online purchases must be paid for within _____ (___) days after the close of the Auction. Onsite purchases may be paid in cash or approved check, and, if made available by Auctioneer by credit card or debit card. Online purchases must be paid by credit card or approved check; provided, however, that any online purchases in excess of Two Thousand Five Hundred Dollars ($2,500.00) must be paid by wire transfer or certified funds unless other arrangements are made with Auctioneer in Auctioneer's sole and absolute discretion.

28. **Pick-up and Removal; Shipping.** Each Buyer is responsible for removal of Lots purchased at the Auction, including shipping to remote Buyers. Pick-up and removal dates and times will be as posted or announced by Auctioneer. Unless otherwise agreed, each Buyer is solely responsibly for the disassembly, removal, shipping, and transportation of each Lot purchased by such Buyer. Disassembly and removal must be done in a workmanlike manner, and each Buyer will indemnify and hold harmless both Auctioneer and Seller against any and all damage caused by the acts of the Buyer, or the Buyer's employees, agents, representatives, or independent contractors, in connection with the disassembly or removal of any Personal Property. Any and all damage to the Auction Site, including, without being limited to damage to land or buildings, caused by a Buyer or by an employee, agent, representative, or independent contractor of a Buyer, will be repaired by, or at the expense of, such Buyer to the satisfaction of Auctioneer and Seller.

29. **Abandoned Items.** Any Lots not paid in full, not picked up and removed in the time provided (but, under any circumstances, within _____ days after the Auction), or for which payment has not cleared (within _____ days after the Auction), will be considered abandoned and may be offered for sale at a later auction or subject to other disposition. Such abandonment does not relieve the Buyer of the Buyer's obligation to make payment in full. Buyers are responsible for the full purchase price of all Lots Struck Off to them.

30. **Returned Checks.** Any checks that are returned unpaid will be subject to a returned check fee in the amount of $_100_____. 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.

31. **No Stop Payment Orders or Credit Card Chargebacks.** Each Bidder agrees that such Bidder 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. Each Bidder further agrees 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 the Bidder's (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 each Bidder acknowledges and agrees 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, a Bidder issues a stop payment order or initiates a credit card chargeback, such Bidder, 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. Each Bidder acknowledges and agrees 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 to such Bidder, and is being made as an inducement for Auctioneer to accept such Bidder's Bidder Registration, to issue a Bidder Number, and to permit the Bidder to Bid at the Auction. Each Bidder acknowledges and agrees that Auctioneer is relying on the covenant not to issue a stop payment order or to initiate a credit card chargeback in accepting such Bidder's Bidder Registration, in issuing a Bidder Number, and in permitting the Bidder to bid at the Auction.

32. **Claims.** Unless otherwise provided in writing, after a Lot has been removed from the Auction Site by or on behalf of a Buyer, no claims or returns will be allowed and no claim will be allowed for adjustments or rescission of any sales based on the failure of a Lot to correspond with any standard and/or expectation of the Buyer.

33. **Title and Risk of Loss for Personal Property.** Subject to a possessory lien in favor of Auctioneer and Seller, title and risk of loss with respect to Personal Property pass to the Buyer with the Fall of the Hammer.

34. **Buyer's Remedies; Bidders/Buyers Not Entitled to Incidental or Consequential Damages.** To the extent that any Bidder or Buyer may be entitled to damages or remedies, the sole and exclusive remedy available to Bidders and Buyers is a return of the Purchase Price actually paid. Under no circumstances will Auctioneer or the Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity. Each Bidder acknowledges and agrees that no Bidder or Buyer is entitled to specific performance or other equitable relief.

35. **Seller's Remedies.** If any Buyer breached such Buyer's obligations under these Terms and Conditions or under a sale contract with the Seller of Property Struck Off at the Auction, such property may be resold and the breaching buyer will

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be responsible for any and all damages, including any deficiency or reduction in the Purchase Price, along with incidental damages.

36. **Indemnification.** Each Bidder agrees 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.

37. **Private Sale.** No Participant or Registered Bidder may offer to enter into a Private Sale for the purchase of any of the Property prior to or during the Auction. If any of the Property is not Struck Off at the Auction and Seller enters into an agreement to sell (i) any of the Personal Property within ten (10) days after the Auction, and/or (ii) any of the Real Property within ninety (90) days after the Auction, Auctioneer will be entitled to receive an amount equal to Auctioneer's full Commission and Buyer's Premium.

38. **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), removal and delivery terms, and Property 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.

39. **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.

40. **Theft.** Theft is a serious offense, and, if discovered, will be prosecuted to the fullest extent of the law. Instances of theft will result in immediate termination of bidding and removal privileges.

41. **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 Kentucky, 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 Kenton County, Kentucky, 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 each Registered Bidder irrevocably and unconditionally (i) agrees that any claim, suit or cause of action relating to these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for the Kenton County, Kentucky; (ii) consents to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waives any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waives any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of *forum non conveniens*. Each Bidder, Buyer, and other Participant waives the right to a jury trial.

42. **Attorneys' Fees.** If any Participant breaches such Participant's 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.

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Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

Recycled/Recyclable
Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.

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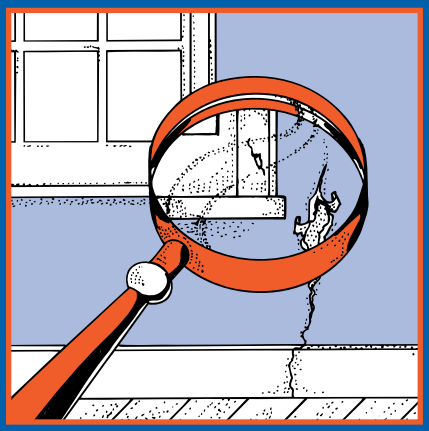

Protect Your Family From Lead In Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

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Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.

SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

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IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

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Instant forms

Authentisign ID: 798AA40E-1D67-EF11-991A-002248299C60

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

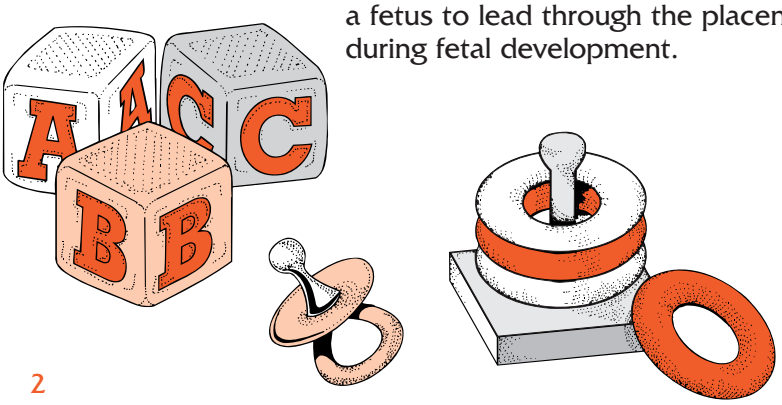
- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



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Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

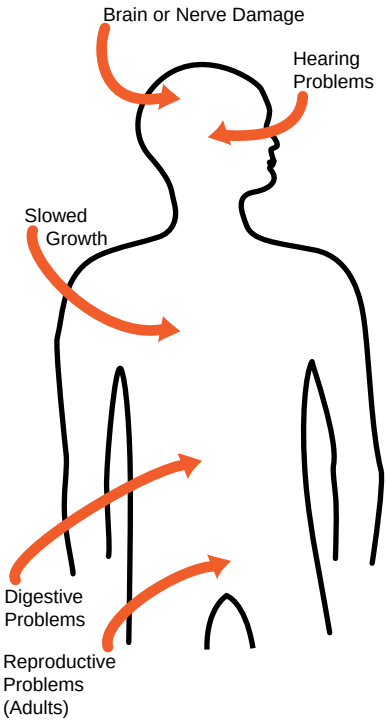
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

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Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

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Identifying Lead Hazards

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- 250 $\mu g/ft^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

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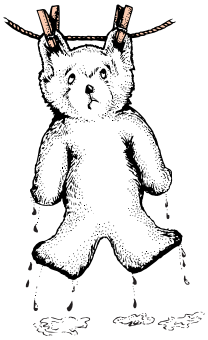
What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly**. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.



- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas**.
- **Wash children's hands often, especially before they eat and before nap time and bed time.**
- **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- **Keep children from chewing window sills or other painted surfaces.**
- **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.

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Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors;
- 250 $\mu g/ft^2$ for interior windows sills; and
- 400 $\mu g/ft^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

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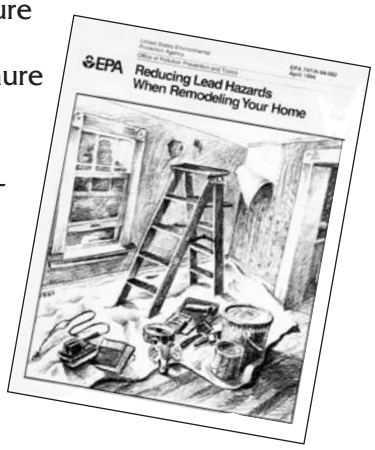
Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

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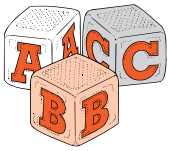
Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture.**
- Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

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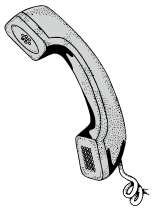
For More Information

The National Lead Information Center

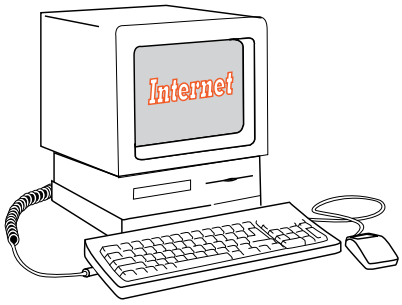


Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.**

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline



To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov.**

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD.**

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

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EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

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CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

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All Doors Are Open In Kentucky

It is against the law to discriminate against any person who wants to rent or own housing. You have the right to fair housing regardless of your color, disability, familial status (whether you live with children under 18 years of age), national origin, race, religion or sex.

What Fair Housing Law Means

The US and Kentucky Fair Housing acts are laws that provide equal opportunity to all people when buying, selling, renting, financing or insuring housing. You have the right to buy or rent where you choose a home, condominium, apartment, trailer or lot. Everyone must obey the law including property owners, real estate brokers, sales agents, operators, builders and developers, advertisers and advertising media, mortgage lenders, insurers, and banks or other financial institutions.

Contact Us

Call or contact us if you need help with discrimination or would like more information.

Kentucky Commission on Human Rights
332 W. Broadway, Suite 700
Louisville, Kentucky 40202
502.595.4024 1.800.292.5566
TDD: 502.595.4084
Email: kchr.mail@ky.gov
www.kchr.ky.gov
Face Book/Kentucky Commission on Human Rights
Twitter/KyHumanRights

Fair Housing Brochure
Kentucky Commission on Human Rights
English for Web
2013

Fair Housing

Kentucky Commission on Human Rights

PROTECTOR OF CIVIL RIGHTS
VOICE FOR EQUALITY
CATALYST FOR POSITIVE CHANGE

These Actions are Illegal

Among the practices prohibited by law, it is illegal to: refuse to sell, rent, lease or exchange real estate because of discrimination; deny a reasonable accommodation to a renter with a disability; coerce, intimidate, threaten or interfere with a person's enjoyment of his or her home because of discrimination; communicate that a property is unavailable when it is available; communicate that the racial makeup of a neighborhood may change or cause property values to go down or make other similar false and misleading statements; publish advertising that states a preference of one person over another based on discrimination; discriminate in the grant, rates, terms, conditions or services of financial assistance in real estate transactions; discriminate in the making or purchase of loans; discriminate in terms, conditions or privileges of housing-related insurance; deny access or restrict membership of multiple-listing services or real estate organizations for discriminatory reasons.

Protect Your Rights

If you believe you may be a victim of discrimination, contact us. We will help you file a discrimination complaint. A housing discrimination complaint must be filed within one year of the alleged discrimination. After your complaint is filed, our officers will conduct a thorough investigation to determine if discrimination has occurred. All findings go before the Commission Board, which acts with the authority of a court of law. Save copies of all letters, advertisements or other information relevant to the alleged discrimination. Write down your experiences, including dates, significant conversations and incidents, and the names of the involved individuals.

Exemptions

Exemptions from fair housing law are allowed for the rental of an owner-occupied duplex or rental of one room in a private home. The sale or rental of an owner-occupied home is exempt if the sale or rental takes place without a real estate agent or advertising. A religious organization may exercise a preference to rent to one of its members. It is allowable to refuse to rent on the basis of sex if the property is a single sex dormitory. A landlord may choose not to rent to unmarried couples. A gender-based exclusion from the law is allowed if the landlord can demonstrate that the exclusion is necessary for reasons of personal modesty or privacy. Exemptions are allowed if a landlord rents fewer than 10 units or to fewer than 10 persons in an owner-occupied facility. A landlord may refuse to rent on the basis of familial status if the property is intended for occupants 62 years of age or older or if 80 percent of the units have occupants 55 years of age or older and special services for older persons are provided.

This publication was supported by funding under a grant with the U S Department of Housing and Urban Development. It is dedicated to the public. The author and publisher are solely responsible for the accuracy of the publication, which does not necessarily reflect the views of the federal government.

Authentisign ERW 09/04/24 3:59 PM

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TRANSACTIONS TransactionDesk Edition

Authentisign ID: 798AA40E-1D67-EF11-991A-002248299C60

REALTOR®

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

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EQUAL HOUSING OPPORTUNITY

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 919 Holman Ave, Covington, 41011-3012

Seller's Disclosure (initial)

ERW (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____

_____

◉ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

ERW (b) Records and Reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):

_____

_____

◉ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

_____

_____

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home.*

_____ (e) Purchaser has (check one below):

☐Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

DG (f) Agent has informed the seller of the seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

by Erin R Wells, Administrator 09/04/2024 3:59 PM

Seller Patricia A Smith Estate	Date/Time	Purchaser	Date/Time
Seller Douglas Garner 08/30/2024 6:44 PM	Date/Time	Purchaser	Date/Time
Listing Agent Douglas Garner	Date/Time	Selling Agent	Date/Time

REV 5/03

NORTHERN KENTUCKY ASSOCIATION OF REALTORS®
7660 Turfway Rd. Suite 100 Florence, KY 41042
Phone: 859-344-8400 Fax: 859-578-3745

InstanetFORMS

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KENTUCKY REAL ESTATE COMMISSION

Public Protection Cabinet
Mayo-Underwood Building
500 Mero Street 2NE09
Frankfort, Kentucky 40601
(502) 564-7760
http://krec.ky.gov

SELLER'S DISCLOSURE OF PROPERTY CONDITION

This form applies to **residential real estate sales and purchases**. This form is **not required** for:

1. Residential purchases of new construction homes if a warranty is provided; or
2. Sales of real estate at auction; or
3. A court supervised foreclosure

As a Seller, you are asked to disclose what you know about the property you are selling. **Your answers to the questions in this form must be based on the best of your knowledge of the property you are selling, however and whenever you gained that knowledge.** Please take your time to answer these questions accurately and completely.

Property Address		
919 Holman Ave		
City: Covington	State:	Zip: 41011-3012

PURPOSE OF DISCLOSURE FORM: Completion of this form shall satisfy the requirements of KRS 324.360 that mandates the "seller's disclosure of conditions" relevant to the listed property. This disclosure is based on the Seller's knowledge of the property's condition and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller or real estate agent and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific areas related to the construction or condition of the property or the improvements on it. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. The Buyer is encouraged to obtain his or her own professional inspections of this property.

INSTRUCTIONS TO THE SELLER(S): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself or sign the authorization at the end of this form to authorize the real estate agent to complete this form on your behalf in accordance with KRS 324.360(9). (5) If an item does not apply to your property, mark "not applicable." (6) If you truthfully do not know the answer to a question, mark "unknown." (7) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify your agent or any potential buyer of the change in writing.

SELLER'S DISCLOSURE: As Seller(s), I / we disclose the following information regarding the property. This information is true and accurate to the best of my / our knowledge as of the date signed. Seller(s) authorize(s) the real estate agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. The following information is not the representation of the real estate agent.

Answer all questions to the *BEST OF YOUR KNOWLEDGE*. Attach additional sheets as necessary.

1. PRELIMINARY DISCLOSURES	N/A	YES	NO	UN-KNOWN
a. Have you ever lived in the house? If yes, please indicate the length of time:	☐	☐	☐	☐
b. List the date (month / year) you purchased the house.				
c. Do you own the property as (an) individual(s) or as representative(s) of a company?				
Explain:				
d. Has the house been used as a rental? If yes, length of time rented?	☐	☐	☐	☐
e. Has this house ever been vacant (not lived-in) for more than three (3) consecutive months?	☐	☐	☐	☐
f. Has this house ever been used for anything other than a residence?	☐	☐	☐	☐
Explain:				

Seller Initials _____ Date/Time _____ Buyer Initials _____ Date/Time _____

Seller Initials _____ Date/Time _____ Buyer Initials _____ Date/Time _____

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PROPERTY ADDRESS: 919 Holman Ave Covington 41011-3012

2. HOUSE SYSTEMS					
Whether or not they have been corrected, state whether there have been problems affecting:		N/A	YES	NO	UN-KNOWN
a.	Plumbing	☐	☐	☐	☐
b.	Electrical system	☐	☐	☐	☐
c.	Appliances	☐	☐	☐	☐
d.	Ceiling and attic fans	☐	☐	☐	☐
e.	Security system	☐	☐	☐	☐
f.	Sump pump	☐	☐	☐	☐
g.	Chimneys, fireplaces, inserts	☐	☐	☐	☐
h.	Pool, hot tub, sauna	☐	☐	☐	☐
i.	Sprinkler system	☐	☐	☐	☐
j.	Heating system age of system:	☐	☐	☐	☐
k.	Cooling/air conditioning system age of system:	☐	☐	☐	☐
l.	Water heater age of system:	☐	☐	☐	☐
Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve these problems:					

3. BUILDING STRUCTURE		N/A	YES	NO	UN-KNOWN
a.	Whether or not they have been corrected, state whether there have been problems affecting:				
	1) The foundation or slab	☐	☐	☐	☐
	2) The structure or exterior veneer	☐	☐	☐	☐
	3) The floors and walls	☐	☐	☐	☐
	4) The doors and windows	☐	☐	☐	☐
b.	1) Has the basement ever leaked?	☐	☐	☐	☐
	2) If so, when did the basement last leak?				
	3) Have you ever had any repairs done to the basement?	☐	☐	☐	☐
	4) If you have had basement leaks repaired, when was the repair done?				
	5) If the basement presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.)				
	Explain:				
c.	Have you experienced, or are you aware of, any water or drainage problems in the crawl space?	☐	☐	☐	☐
d.	Are you aware of any damage to wood due to moisture or rot?	☐	☐	☐	☐
e.	Are you aware of any present or past wood infestation (e.g., termites, borers, carpenter ants, fungi, etc.)?	☐	☐	☐	☐
f.	Are you aware of any damage due to wood infestation?	☐	☐	☐	☐
	1) Has the house or any other improvement been treated for wood infestation?	☐	☐	☐	☐
	2) If yes, by whom?				
	3) Is there a warranty?				
Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve those problems:					

4. ROOF		N/A	YES	NO	UN-KNOWN
a.	How old is the roof covering? Age of the roof if known:				
b.	Has the roof leaked at any time since you have owned or lived at the property?	☐	☐	☐	☐
c.	Has the roof leaked at any time before you owned or lived at the property?	☐	☐	☐	☐
d.	When was the last time the roof leaked?				
e.	Have you ever had any repairs done to the roof?	☐	☐	☐	☐

_____ Seller Initials _____ Date/Time _____ Buyer Initials _____ Date/Time

_____ Seller Initials _____ Date/Time KREC Form 402 12/2022 _____ Buyer Initials _____ Date/Time

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f.	Have you ever had the roof replaced?	☐	☐	☐	☐
	If so, when?				
g.	If the roof presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.)				
	Explain:				
h.	Have you ever had roof repairs that involved placing shingles on the roof instead of replacing the entire roof covering? If so, when?	☐	☐	☐	☐
Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve those problems:					

5. LAND / DRAINAGE		**N/A**	**YES**	**NO**	**UN-KNOWN**
a.	Whether or not they have been corrected, state whether there have been problems affecting:				
	1) Soil stability	☐	☐	☐	☐
	2) Drainage, flooding, or grading	☐	☐	☐	☐
	3) Erosion	☐	☐	☐	☐
	4) Outbuildings or unattached structures	☐	☐	☐	☐
b.	Is the house located within a Special Flood Hazard Area (SFHA) mandating the purchase of flood insurance for federally backed mortgages?	☐	☐	☐	☐
	If so, what is the flood zone?				
c.	Is there a retention / detention basin, pond, lake, creek, spring, or water shed on or adjoining this property?	☐	☐	☐	☐
Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve those problems:					

6. BOUNDARIES		**N/A**	**YES**	**NO**	**UN-KNOWN**
a.	Have you ever had a staked or pinned survey of the property performed?	☐	☐	☐	☐
b.	Are you in possession of a copy of any survey of the property?	☐	☐	☐	☐
c.	Are the boundaries marked in any way?	☐	☐	☐	☐
	Explain:				
d.	Do you know the boundaries?	☐	☐	☐	☐
	Explain:				
e.	Are there any encroachments or unrecorded easements relating to the property?	☐	☐	☐	☐
	Explain:				

7. WATER		**N/A**	**YES**	**NO**	**UN-KNOWN**
a.	Source of water supply:				
b.	Are you aware of below normal water supply or water pressure?	☐	☐	☐	☐
c.	Has your water ever been tested? If so, attach the results or explain.	☐	☐	☐	☐
	Explain:				

8. SEWER SYSTEM		**N/A**	**YES**	**NO**	**UN-KNOWN**
a.	Property is serviced by:				
	1. Category I: Public Municipal Treatment Facility	☐	☐	☐	☐
	2. Category II: Private Treatment Facility	☐	☐	☐	☐
	3. Category III: Subdivision Package Plant	☐	☐	☐	☐
	4. Category IV: Single Home Aerobic Treatment System (HOME PACKAGE PLANT)	☐	☐	☐	☐
	5. Category V: Septic Tank with drain field, lagoon, wetland, or other onsite dispersal	☐	☐	☐	☐
	6. Category VI: Septic Tank with dispersal to an offsite, multi-property cluster treatment system	☐	☐	☐	☐
	7. Category VII: No Treatment/Unknown	☐	☐	☐	☐
	Name of Servicer:				
b.	For properties with Category IV, V, or VI systems				
	Date of last inspection (sewer):				
	Date of last inspection (septic): Date last cleaned (septic):				
c.	Are you aware of any problems with the sewer system?	☐	☐	☐	☐

Seller Initials	Date/Time	Buyer Initials	Date/Time
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Please explain any deficiencies noted in this Section:

9. CONSTRUCTION / REMODELING	N/A	YES	NO	UN-KNOWN
a. Have there been any additions, structural modifications, or other alterations made?	☐	☐	☐	☐
b. If so, were all necessary permits and government approvals obtained?	☐	☐	☐	☐
Explain:				

10. HOMEOWNERS ASSOCIATION (HOA)	N/A	YES	NO	UN-KNOWN
a. 1) Is the property subject to any restrictions, rules, or regulations of a Homeowners Association?	☐	☐	☐	☐
2) If yes, what is the annual or monthly assessment?				
3) HOA Name:				
HOA Primary Contact Name:				
HOA Primary Contact Phone No. and email address:				
b. Is the property a condominium?	☐	☐	☐	☐
If yes, you must also complete KREC Form 404, the Condominium Seller's Certificate				
c. Are you aware of any condition or legal action that may result in an increase in dues, taxes or assessments?	☐	☐	☐	☐
d. Are any features of the property shared in common with adjoining landowners, such as walls, fences, driveways, etc.?	☐	☐	☐	☐
e. Are there any pet or rental restrictions?	☐	☐	☐	☐
Explain:				

11. HAZARDOUS CONDITIONS	N/A	YES	NO	UN-KNOWN
a. Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns, or abandoned wells on the property?	☐	☐	☐	☐
b. Are you aware of any other environmental hazards? (e.g., carbon monoxide, hazardous waste, water contamination, asbestos, the use of urea formaldehyde, etc.)	☐	☐	☐	☐
LEAD BASED PAINT DISCLOSURE REQUIREMENT				
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint, which may cause certain health risks.				
c. Was this house built before 1978?	☐	☐	☐	☐
d. Are you aware of the existence of lead-based paint in or on this house?	☐	☐	☐	☐
RADON DISCLOSURE REQUIREMENT				
Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks, including lung cancer. The Kentucky Department for Public Health recommends radon testing. For more information, visit chfs.ky.gov and search "radon."				
e. 1) Are you aware of any testing for radon gas?	☐	☐	☐	☐
2) If yes, what were the results?				
f. 1) Is there a radon mitigation system installed?	☐	☐	☐	☐
2) If yes, is it functioning properly?	☐	☐	☐	☐
METHAMPHETAMINE CONTAMINATION DISCLOSURE REQUIREMENT				
A property owner who chooses NOT to decontaminate a property used in the production of methamphetamine MUST make written disclosure of methamphetamine contamination pursuant to KRS 224.1-410(10) and 902 KAR 47:200. Failure to properly disclose methamphetamine contamination is a Class D Felony under KRS 224.99-010.				
g. 1) Is the property currently contaminated by the production of methamphetamine?	☐	☐	☐	☐
2) If no, has the property been professionally decontaminated from methamphetamine contamination?	☐	☐	☐	☐
Explain:				

12. MISCELLANEOUS	N/A	YES	NO	UN-KNOWN
a. Are you aware of any existing or threatened legal action affecting this property?	☐	☐	☐	☐
b. Are there any assessments other than property assessments that apply to this property (e.g. sewer assessments)?	☐	☐	☐	☐

Seller Initials	Date/Time	Buyer Initials	Date/Time
Seller Initials	Date/Time	Buyer Initials	Date/Time

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c.	Are you aware of any violations of local, state, or federal laws, codes, or ordinances relating to this property?	☐	☐	☐	☐
d.	Are there any transferable warranties?	☐	☐	☐	☐
	Explain:				
e.	Has this house ever been damaged by fire or other disaster?	☐	☐	☐	☐
	Explain:				
f.	Are you aware of the existence of mold or other fungi on the property?	☐	☐	☐	☐
g.	Has this house ever had pets living in it?	☐	☐	☐	☐
	Explain:				
h.	Is this house in a historic district or listed on any registry of historic places?	☐	☐	☐	☐

13. ADDITIONAL INFORMATION	**N/A**	**YES**	**NO**	**UN-KNOWN**
Do you know anything else about the property that that should be disclosed to the Buyer?	☐	☐	☐	☐

If yes, please provide details in the space provided, below. Attach additional sheets, as necessary.

14. SELLER(S) CERTIFICATION (CHOOSE ONE)

☐ **As Seller(s) I / we hereby certify that the information disclosed above is complete and accurate to the best of my / our knowledge and belief. I / we agree to immediately notify Buyer in writing of any changes that become known to me / us prior to closing.**

Seller Signature	Date	Seller Signature	Date

☐ **As Seller(s) I / we hereby certify that my / our Real Estate Agent, _____ (print name) has completed this form with information provided by me / us at my / our direction and request. I / we further agree to hold the above-named agent harmless for any representations that appear on this form, in accordance with KRS 324.360(9).**

Seller Signature	Date	Seller Signature	Date

☐ **As Seller(s) I / we refuse to complete this form and acknowledge that the Real Estate Agent will so inform the Buyer.**

Seller Signature	Date	Seller Signature	Date

☐ **The Seller(s) refuse(s) to complete this form or to acknowledge such refusal.**

Principal Broker / Real Estate Agent Print Name	Principal Broker / Real Estate Agent Signature	Date
Douglas Garner		

The Buyer(s) hereby certifies they have received a copy of this Seller's Disclosure of Property form.

Buyer Signature	Date	Buyer Signature	Date

_____ Seller Initials _____ Date/Time _____ Buyer Initials _____ Date/Time

_____ Seller Initials _____ Date/Time KREC Form 402 12/2022 _____ Buyer Initials _____ Date/Time

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IRREVOCABLE OFFER TO PURCHASE FOR REAL ESTATE ASSETS - (the "Contract")

Agent of the Seller:
Northern Kentucky Auction LLC, Auctioneer / CENTURY 21 Garner Properties, Broker
All notices to be sent to: 5285 Madison Pike Independence, Kentucky 41051 859-363-9900

This is a legally binding Contract to purchase real estate, if any party does not understand any portion of this Contract, please contact competent legal counsel

1. The undersigned Buyer, through the Agent, hereby offers to purchase from the Seller, __Patricia A Smith Estate____ (the "Seller"), the following described real property along with all improvements, attachments, and appurtenances; subject to normal and standard title exceptions such that any nationally recognized title company would insure and of record in ____Kenton__ County, Kentucky.

SAMPLE SMAPLE SAMPLE (the "Buyer"), offers for the Property the following amount in United States funds

High Bid Price: $_____

+ 10% Buyer's Premium: $_____ (the "Premium")

=Total Sale Price: $_____ (the "Total Sale Price")

Total Deposit (20% of Total Sale Price): $_____ (the "Deposit")

The Total Sale Price less credit for non-refundable deposits shall be paid in full with cash (certified funds or wire transfer) at or prior to settlement/closing date referenced in Section 6 of this Contract. The Buyer hereinafter tenders to _____ the ("Designated Escrow Agent") the sum of $_____ with this Contract for a total of twenty percent (20%) of the Total Sale Price, which in its entirety will be the good faith escrow deposit. The disposition of the Deposit is referenced in Section 8 of this Contract.

Property Address: ____919 Holman Ave Covington Ky 41011_____
_____ County PVA Parcel ID: ____054-22-13-013.00_____
Legal Description: See attached "Exhibit A"
Collectively, (the "Property")

The balance of the Total Sale Price shall be paid by the Buyer in the following manner: Buyer shall tender to _**Kentucky Land Title**___, (the "Designated Closing Agent") the balance of the Total Sale Price in cash, or equivalent, at or prior to closing. Seller will tender to Buyer a deed granting to the Buyer an unencumbered marketable title to the Property to be conveyed by Special Warranty Deed, free and clear of all liens and encumbrances, with the usual covenants such as any title company will insure, subject to easements of record, current or prior homeowner or condominium association covenants, conditions and/or restrictions, future assessments, taxes, and restrictive covenants of record as to the use and improvement of the Property. If Seller is unable to furnish marketable title, as described herein, on the date set for closing, the Buyer agrees that the Seller shall be granted a period of ninety (90) additional days from the contractual closing deadline listed in Section 6 of this Contract to cure any defects. If Seller fails to deliver unencumbered marketable title, as provided herein within the ninety (90) day timeframe outlined above, Buyer, as its sole remedy, may terminate this Contract and the Deposit shall be returned to Buyer. The sale is subject to applicable zoning or use regulations imposed by any local or state authority, but approval for use, development or subdivision is not a condition or contingency of closing.

2. Title Insurance: At close of escrow or contract settlement the Buyer may elect to purchase, at its expense, title insurance covering the title and transfer of the Property.

3. Inspection by Buyer, Condition of Property and Release of Liability: The Buyer acknowledges and agrees that the Property is being conveyed by Seller in "AS IS and WHERE IS" condition, that Buyer is fully familiar with the condition of the Property, and the Buyer is buying the Property based solely on Buyer's knowledge and research of the Property and not in reliance on any representation made by Seller, Agent, or employee of the Seller. The Seller will not be providing any Property disclosures to the Buyer. Seller expressly disclaims any representations or warranties of any kind regarding the Property except as expressly set forth herein, including, without limitation, any representations or warranties regarding the physical condition, conformity of zoning or uses and/or any environmental compliance of the Property. Buyer releases, fully and unconditionally, the Seller and Agent from any and all liability relating to any defect or deficiency affecting said real estate; this and all other releases in this Contract shall survive the closing of this transaction, indefinitely.

Initials; _____; _____; _____; _____

SAMPLE Authentisign 09/04/24 3:59 PM

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The Buyer has made all inspections of the Property and agrees to purchase the Property “AS IS and WHERE IS”, without reservation or further condition upon the Seller. The Seller and Agent grant no warranties of any kind, either expressed or implied with respect to the condition, merchantability, standards, or suitability of the Property for the Buyer. Further defined for the benefit of the Buyer; the Seller and Agent make no warranty to the environmental condition of said Property, and by signing this Contract, the Buyer fully and unconditionally releases the Seller, Agent, their employees, associates, and internal independent contractors from any and all liability regarding environmental condition.

The Property is being sold to Buyer subject to the current recorded legal description. Should the Buyer elect to have a survey conducted prior to or after close of escrow which reveals a discrepancy between the information provided by the Seller or its Agent, there will be no price or terms adjustments by the Seller. The Buyer is accepting the Property in its “AS IS and “WHERE IS” condition, which is directly applicable to a survey, subdivision of the whole Property or boundary measurement of the Property including any improvements thereon.

The materials, data or other information provided to Buyer with respect to the Property, including, without limitation, any information supplied by the Agent is provided only for Buyer’s convenience in making its own examination and determination with respect to the Property and, in so doing, the Buyer has relied exclusively on its own independent investigation and evaluation of every aspect of the Property prior to making an offer or bid, and not on any material or information supplied by Seller or its Agent. Buyer expressly disclaims any intent to rely on any such materials or information provided to it by Seller or Agent in connection with its inspection and review of the Property and agrees that it shall rely solely on its own independently developed or verified information.

Buyer hereby acknowledges that the Property __X___ is vacant _____is occupied by an individual or individuals without authorization of the Seller. If said occupant(s) will not willingly vacate the Property upon closing and transfer of title and possession, the Buyer shall be responsible for filing eviction proceedings in accordance with the law in the Commonwealth of Kentucky.

4. Agency Representation: All parties acknowledge that Northern Kentucky Auction LLC and CENTURY 21 Garner Properties solely represent the interests of the Seller in this transaction as Agent of the Seller. Nothing contained within this Contract, oral statements, sale memoranda, advertising, or information packages will be construed to interpret the status of the Agent as any type of agency other than Agent of the Seller. Any other licensee that may represent the winning bidder(s), as acknowledged by the Agent through an Auction Broker Registration Agreement, and as such is participating in the transaction, shall solely be responsible for providing all legally necessary agency disclosures along with all auction and Property information to their client(s) with exact copy to Northern KentuckyAuction LLC.

5. Time is of the Essence in this Contract. Notice is hereby granted that the timelines noted in this Contract must be strictly adhered to in order to avoid a default. In the event the Buyer fails to perform according to the terms of this Contract, the Deposit will be considered forfeited as liquidated damages, not as a penalty, without delay or need for further agreement or release and applied against Seller’s damages without affecting any of the Seller’s further remedies it may have at law or in equity. The Designated Escrow Agent enters this Contract for the sole purpose of acknowledging its obligation of collecting and holding the Deposit and will abide by the terms and conditions of this Contract should a default or dispute arise in regard to this Contract.

BUYER ACKNOWLEDGES THAT THIS CONTRACT IS FOR A CASH PURCHASE AND IS NOT CONTINGENT UPON FINANCING, CONDITION OR OTHER APPROVALS; THE BUYER WILL FORFEIT ITS DEPOSIT UPON DEFAULT OF THIS CONTRACT, AND MAY INCUR OTHER SANCTIONS ALLOWED BY LAW OR IN EQUITY.

6. Closing and Possession: Closing shall occur on or before **_30 Days after the Purchase Agreement Date_**. The Seller will pay for deed preparation, pre-auction title search, their share of prorated taxes, and their own attorney fees, if any. The Buyer shall pay all other costs of closing and transfer. If a land survey has been undertaken for the auction event or private sale the Buyer and Seller agree to equally divide the costs related to the survey completion, approvals by governmental agencies for the survey, and/or recording of the survey/plat with the county’s recorder’s office. If an event constituting "Force Majeure" causes services essential for closing to be unavailable, closing date shall be extended as provided below:

Initials; _____; _____; _____; _____

SAMPLE

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FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is disrupted, delayed, caused, or prevented by Force Majeure. "Force Majeure" means hurricanes, epidemic and/or pandemics, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods will be extended a reasonable time (to be interpreted as fifteen (15) calendar days) after the Force Majeure no longer prevents performance under this Contract.

Buyer hereby acknowledges and agrees that in the event the Buyer chooses to utilize the services of a title agency or attorney other than the Designated Closing Agent for the purpose of conducting the closing and providing title insurance, the Buyer is fully responsible for all costs incurred by the Designated Closing Agent that are not listed as a cost to the Seller, as outlined in Section 6. These expenses and fees shall be listed as a Buyer responsibility on the closing settlement statement, and all costs incurred by the Designated Closing Agent shall be paid by Buyer, at closing.

7. Payment of Real Estate Taxes, Leases, Owner Association Fees or Dues: All real estate taxes for the year in which the Property is sold shall be prorated to the date of closing, as is standard and common practice to the area in which the Property is located. All delinquent taxes, if any, shall be paid by the Seller from the first proceeds of closing.

8. Non-Refundable Deposit: Buyer has tendered to the Designated Escrow Agent certified funds or cash in the amount of $_____ as evidence of earnest money binding this Contract. The Deposit must be equal to twenty percent (20%) of the Total Sale Price. The Deposit will be held in the client trust account of the Designated Escrow Agent.

9. Seller Default: In the event that the Seller defaults hereunder, Buyer shall solely be entitled to a return of the Deposit. The Buyer shall not be entitled to seek damages, penalty, or specific performance from the Seller.

10. Effective Date: The effective date of this Contract is agreed to be the date on which the last of the parties accepts and enters into this Contract.

11. Electronic Transmission: Any copy of this Contract, either by facsimile or duplicated via electronic means and delivered to either party, shall have the same force and effect of the original document.

12. Counterparts: This Contract may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument.

13. Assignment of Contract: This Contract is assignable by the Buyer with written notice to the Seller, its counsel, and Agent. The assignee and assignor shall be fully bound to the terms contained herein until escrow is closed.

14. Irrevocable Offer: This offer will remain valid, irrevocable, and available for the Seller acceptance for five (5) business days after delivery of the offer to the Seller, its counsel, or Agent. If this offer is submitted in a sale subject to a state or federal court action, including U.S. Bankruptcy Court, wherein court approval is required for final disposition then Seller's acceptance is fully contingent and conditioned upon the court's approval and final order, the Buyer unconditionally agrees to not withdraw, alter, or remand this Contract during the period of court approval.

15. Risk of Loss: All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed. Buyer is cautioned and requested to obtain hazard insurance to protect its equitable interest in the improvements on the Property by placing a binder of insurance on the Property upon the acknowledgment of this Contract. Should Buyer undertake to bind this Property a copy of the certificate of insurance (or similar instrument) shall be provided to the Agent without undue delay.

16. Fair Housing and Non-Discrimination: All parties acknowledge that this sale and transaction has been conducted without regard to race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, military status, disability, or ancestry.

Initials; _____; _____; _____; _____

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Authentisign ID: 798AA40E-1D67-EF11-991A-002248299C60

17. Venue and Procedure for Dispute Settlement: The sole venue and exclusive jurisdiction for settlement of any and all disputes shall be the courts in Owen County, Kentucky. This Agreement will be interpreted by the laws of the Commonwealth of Kentucky. The Buyer and Seller further agree that the prevailing party in any legal action shall have the right to be reimbursed for all costs, fees, and expenses, including, but not limited to, reasonable legal fees for enforcement or defense of its rights under this Contract. The Buyer and Seller further indemnify and release the Agent from any and all liability related to this transaction that is the subject of this Contract.

18. Prohibition to Recordation of Contract: The parties agree they will not present for filing to any recorder or county clerk's office this Contract, and further, all parties are prohibited and disabled from any recordation.

19. Auction Signage Removal: Upon closing and transfer of title to Buyer, the Buyer hereby accepts responsibility for the removal of all signage placed on the Property for the purpose of promoting the auction sale.

20. Survivorship of Contract: This Contract, amendments, attachments, and codicils shall be binding on all parties, their heirs, administrators, assigns and trustees that may be assigned by previous agreement, corporate resolution and/or the binding will or estate instructions as applicable.

The undersigned Buyer and Seller agree they have read the entire contents of this Contract, they agree that all terms of this transaction are contained in this Contract and acknowledge receipt of a copy of it. This offer will remain valid, irrevocable, and available for the Seller' acceptance. This is a legally binding Contract; if you do not understand this Contract, consult qualified legal counsel.

Receipt for Deposit, Acceptance and Acknowledgement of the forgoing Contract by the Buyer

Buyer's Signature: X_____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

Buyer's Signature: X_____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

Company Name: _____

Type of Ownership: (please check only one)
_____ CORPORATION organized under the laws of the State of _____
_____ GENERAL PARTNERSHIP organized under the laws of the State of _____
_____ LIMITED PARTNERSHIP organized under the laws of the State of _____
_____ LIMITED LIABILITY COMPANY organized under the laws of the State of _____
_____ INDIVIDUAL(s) resident of the State(s) of _____
_____ OTHER (indicate type of entity and state of organization: _____

Buyer's Address: _____

Telephone: _____, Fax: _____, Mobile: _____

Email Address: _____

Initials; _____; _____; _____; _____

SAMPLE

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Authentisign ID: 798AA40E-1D67-EF11-991A-002248299C60

Acceptance of the Contract by the Seller

The undersigned Seller agrees to accept the Buyer's offer for the Property, if this sale is conditioned upon final approval of a court of adequate jurisdiction, then the Seller's acceptance is not final until an order of the court approves the sale.

SELLER: Patricia A Smith, Estate

AuthentiSIGN

BY: by Eric R Wells, Administrator 09/04/24 3:59 PM Date: _____ Time: _____

SAMPLE

Name: _____ Title: _____

Acceptance of Good Faith Deposit by Escrow Agent

The Designated Escrow Agent agrees that by accepting the Buyer's non-refundable Deposit per the terms of this Contract that it agrees it will abide by all the terms and conditions affecting the Deposit and disposition of same including default by either Buyer or Seller.

BY: _____ Date: _____ Time: _____

Name: _____ Title: _____

DESIGNATED ESCROW/CLOSING AGENT

_____

_____

_____

Contact: _____

Phone: _____

E-mail: _____

Initials; _____; _____; _____; _____

Authentisign ID: 798AA40E-1D67-EF11-991A-002248299C60

EXHIBIT A
(LEGAL DESCRIPTION)

Initials; _____; _____; _____; _____

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