

# ONLINE ONLY AUCTION

## Properties 1-9, City of Newnan, GA

### Contract Package

This Contract Package includes disclosures and documents that will require your signature. These documents may include, but are not limited to the following documents:

Important Auction Information  
Online Bidding Tips and Increments  
Contract of Sale  
Exhibit "A" – Terms and Conditions

### Questions?

Email us at [info@terryhowe.com](mailto:info@terryhowe.com) or call 864.268.4399

Purchaser Initials \_\_\_\_\_

**terryhowe**  
& associates, inc.  
[www.terryhowe.com](http://www.terryhowe.com)

## Important Auction Information

**Seller:** City of Newnan

**Auction Type:** Online Only

**Bidding Ends:** November 21, 2019. Properties will close 1 auction lot every 2 minutes.  
(See Extended Bidding section in Terms and Conditions for information about 5-minute extensions to end time.)

**Buyer's Premium:** 15% added to Bid Price

**Earnest Money Deposit:** \$5,000.00 or Full Purchase Price plus closing costs, whichever is less.

**Closing Date:** on or before December 23, 2019.

**Closing Costs:** \$250.00 Closing Attorney Fee & Deed Preparation & Deed Recording Fee  
\$25.00 Auction Coordination Fee  
**\$275.00** Total Closing Costs

If you purchase multiple auction lots, each auction lot will be considered a separate transaction.  
We cannot combine contracts.

**Closing Attorney Contact Information:** Sanders, Haugen & Sears, P.C.  
C. Bradford Sears, Jr., Esq.  
11 Perry Street  
Newnan, Georgia 30263  
770.254.3880  
770.254.0093 (Fax)  
Contact: Pat Hooper, Legal Assistant to Brad Sears  
Email: phooper@sandershaugen.com

**Auctioneer's Notes: Properties 1 thru 9 will be sold by Quitclaim Deed only.**

Links to GIS maps are for informational purposes only. GIS maps are NOT a survey; lines are only an approximation.

**All contracts will be sent to purchasers after the close of bidding on all lots in the auction.**

### **IMPORTANT!**

**If you do not have the money to purchase this property, please DO NOT BID!**

This sale of this property is not contingent on your ability to obtain financing.  
This property may or may not qualify for financing.  
You should discuss the purchase with your lender before bidding on the property.

By bidding, you are entering into a binding agreement that you agree to and will abide by all terms and conditions of the auction.

**Purchaser Initials** \_\_\_\_\_

## Online Bidding Tips

We want to make your experience at the auction enjoyable and easy to understand. Here are some tips that will help you.

### Learn about the property

1. Read all the information about the property on our website at [www.terryhowe.com](http://www.terryhowe.com).
2. Watch the video about the property. It often has additional information and disclosures that may not be in the written description.
3. Read this *Contract Package* completely. Email or call us if you have any questions.
4. Be sure to visit the property during the scheduled inspection time.

### Register and bid early!

Please do not wait until the last 10 minutes before the auction closes to register and place your first bid. If any of your information is not correct, the online bidding system may not let you bid, and you may not have time to correct it before bidding ends.

The registration system requires a credit card. *Upon placing your first bid, this card is authorized for \$1.00, but is not charged. It is used for the purpose of identity verification.*

If you do not have a credit card, please contact us to discuss alternate arrangements.

### Additional Questions?

Email us at [info@terryhowe.com](mailto:info@terryhowe.com) or call us at 864.268.4399. We are here to help.

This sale of this property is not contingent on your ability to obtain financing. You should discuss the purchase with your lender prior to bidding on the property.

## Online Auction Bidding Increments

\$100.00 to \$500.00	\$10.00
\$500.01 to \$1,000.00	\$25.00
\$1,000.01 to \$2,000.00	\$50.00
\$2,000.01 to \$5,000.00	\$100.00
\$5,000.01 to \$25,000.00	\$250.00
\$25,000.01 to \$50,000.00	\$500.00
\$50,000.01 to \$150,000.00	\$1,000.00
\$150,000.01 to \$250,000.00	\$2,500.00
\$250,000.01 to \$1,000,000.00	\$5,000.00
\$1,000,000.00 +	\$10,000.00

Purchaser Initials \_\_\_\_\_

**Contract of Sale**

The undersigned \_\_\_\_\_ (name(s) as you want it to appear on deed, please spell clearly), hereafter called Purchaser, agrees to buy and the undersigned **City of Newnan**, hereinafter called Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any, located in Coweta County, Georgia, and being identified as \_\_\_\_\_ and having Tax Parcel Identification # \_\_\_\_\_

**This Contract is subject to all the terms and conditions herein in addition to the terms and conditions as contained in that certain Terms and Conditions, attached hereto and incorporated in its entirety as Exhibit "A".**

Contract Sales Price: \_\_\_\_\_ (\$ \_\_\_\_\_)

\$ _____	Bid Price		
\$ _____	15% Buyer's Premium	\$ _____	<b>Total Amount Due</b>
\$ _____	Contract Sales Price	\$ _____	Earnest Money Deposit
\$ _____	Closing Costs	\$ _____	Cash Due at Closing

It is understood that property is subject to all reservations, easements, rights of way, and restrictive covenants, of record, or on the premises, and all government statutes, ordinances, rules and regulations. The described property is to be sold in "as is, where is" condition without warranty either expressed or implied by the Seller or Auctioneer.

A Quitclaim Deed will be prepared in the name of \_\_\_\_\_, and delivered at the offices of Sanders, Haugen & Sears, P.C., or other stipulated place of closing, and the transaction shall be closed on or before December 23, 2019.

A Quitclaim Deed will be furnished by the Seller. The Purchaser shall be responsible for all closing costs, including preparation of the Quitclaim Deed and recording fees and any other customary closing costs incurred in connection with the purchase of the property, including but not limited to courier or overnight mail fees and wire transfer fees.

The Purchaser shall be responsible for any outstanding taxes, HOA fees, rents, and other assessments as of the date of closing. Any outstanding county liens on the property shall be included in the base bid amount.

The parties agree that this written Contract and the attached Terms and Conditions attached hereto and incorporated in its entirety as Exhibit "A" express the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder, and that the Contract shall be binding on both parties, their principles, heirs, personal representatives, successors, and assigns forever.

Signatures below signify acceptance of all terms and conditions stated herein and attached hereto, and shall become a binding contract for purchase and sale of real property with a binding agreement date of November 21, 2019. The binding agreement date shall be defined as the date the Purchaser has executed the Contract of Sale and the Terms and Conditions.

**Purchaser** \_\_\_\_\_ **Date** \_\_\_\_\_ **Witness** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Purchaser** \_\_\_\_\_ **Date** \_\_\_\_\_ **Witness** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Seller** \_\_\_\_\_ **Date** \_\_\_\_\_ **Witness** \_\_\_\_\_

## Exhibit "A" Terms and Conditions

**Agency:** The Auctioneer is an agent of the Seller in this transaction. The Bidder is considered a Customer of the Auctioneer and the Auctioneer will not act as your agent. The Auctioneer will receive valuable consideration for its efforts as agent in this transaction from the Seller.

Auctioneer will not discriminate based on race, color, creed, religion, sex, national origin, age, handicap or familial status and will comply with all federal, state and local fair housing and civil rights laws and with all equal opportunity requirements.

**Registration:** All Bidders must register with the Auctioneer. By registering and bidding, the Bidder acknowledges that he/she has read and agrees to the Real Estate Online Terms and Conditions as well as the Contract Package. The Bidder agrees to sign the Contract of Sale and other documents related to the transaction, pay the required earnest money deposit, and close the transaction if he/she is determined to be the highest Bidder.

**Bidder Verification:** The identity of all Bidders will be verified. A Visa or MasterCard is required to register. No charges will be made to your card unless you are determined to be the winning Bidder, and you fail to execute the Contract of Sale and pay the required earnest money deposit.

**Contract Package:** Documents that will require your signature will be included as a part of the Contract Package. These are available in the auction listing at [www.terryhowe.com](http://www.terryhowe.com). These documents may include, but are not limited to the following documents: Agency Disclosure, Terms and Conditions, Contract of Sale, Survey or Plat, Tax Map, Restrictive Covenants, Lead Based Paint Brochure, Lead Based Paint Disclosure Form, Sellers' Property Disclosure (residential property only), Termite Inspection Report, Appraisal, Home Inspection Report, Estimates of Repairs, Reports of Completed Repairs, Zoning, Bidding Increments, and other documents pertaining to the sale and purchase of the property. All documents are not required for every auction. If they are not posted in the auction listing, they are unavailable.

**Online Bidding:** This is an online timed auction. There will not be a live auction. All bids must be placed online. The Auctioneer is not responsible for malfunctions or system errors, which cause a bid or bidder to fail to be recognized or registered.

**Maximum Bid:** When placing a bid under the Maximum Bid Column, the online bidding system will enter your bid as the next required bid and continue to bid for you up to your Maximum Bid amount. For example, if the next required bid is \$5,000.00, and you enter \$10,000.00, then the online bidding system will immediately enter your bid as \$5,000.00. The online bidding system will continue to bid up to \$10,000.00 on your behalf using the preset auction increments as other bidders place their bids.

If you are the high bidder at \$5,000.00 with a Maximum Bid of \$10,000.00, and another bidder places the next required bid of \$5,250.00, then the online bidding system will bid for you at the next increment of \$5,500.00, and so on. If at such time a bidder places a bid that is higher than your Maximum Bid, then you will be outbid. If you are not outbid, then it is possible that you may win the bid for an amount less than your Maximum Bid.

**Extended Bidding:** All online auctions have a scheduled ending time. All auctions have an extended bidding feature. Each auction will automatically extend if a bid is received in the last five (5) minutes prior to the scheduled ending time. For example: If an auction is scheduled to end at 1:00 PM, and a bid is received at 12:58 PM on an individual item, then the bidding will remain open on that item until 1:03 PM. The extended bidding will remain active until no additional bids are received in a five (5) minute time period.

**Bidding Errors:** If you mistakenly increase your own bid, place your bidder number in the bid field, or make any other gross bidding error, you must contact our office immediately by email. If an adjustment is made to your bid, you must remain the high bidder.

We will not reverse bids that have caused another bidder to be outbid. We will not reverse any bids after the auction has begun to close, no exceptions.

**Purchaser Initials** \_\_\_\_\_

**Seller Initials** \_\_\_\_\_

**Server & Software Technical Issues:** In the event there are technical difficulties related to the server, software or any other online auction-related technologies, the Auctioneer reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the Auctioneer nor the online bidding software and service provider shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

The Auctioneer reserves the right to cancel, suspend, extend or reschedule an individual item or auction event. The auctioneer reserves the right to make changes to the auction closing times or inspection or removal times. Email notifications will be sent to registered bidders with updated information as deemed necessary by the Auctioneer.

**Contract Sales Price:** The Contract Sales Price will be determined by adding your bid price and a Buyers' Premium equal to a percentage of the bid price together. The Buyers' Premium can vary for different auctions, and is disclosed at the beginning of these Terms and Conditions. Below is an example of how this calculation works using a fifteen percent (15%) Buyers' Premium.

<b>Example:</b>	Bid Price	\$100,000.00
	Buyers' Premium	<u>\$15,000.00</u>
	Contract Sales Price	\$115,000.00

**Contract Execution:** Within two (2) hours of the conclusion of the bidding, a Contract of Sale and other required documents will be emailed to the address provided at registration. Bidder will have twenty-four (24) hours from the conclusion of the auction to return all documents along with the required earnest money deposit. The earnest money deposit will be applied towards the purchase price. The Contract of Sale can be faxed, scanned, mailed overnight, or hand delivered to our offices at 3186 Wade Hampton Blvd., Taylors, South Carolina. Acceptable methods of payment for the earnest money deposit are: Cash (delivered in person to our offices), certified funds, bank check or wire transfer. Credit cards are not accepted for earnest money deposits. Successful Bidders not executing and returning the executed Contract of Sale with the earnest money within twenty-four (24) hours from the conclusion of the auction will be considered in default.

**Failure to Execute Contract:** At the discretion of the Auctioneer, a penalty of up to two thousand five hundred dollars (\$2,500.00) will be charged to the credit card provided at registration if you are determined to be the high bidder and fail to return the signed Contract of Sale and pay the required earnest money deposit within the required time period. Payment of the penalty shall not affect other remedies available to the seller for such failure.

**Escrow Agent:** Purchaser designates Terry Howe and Associates, Inc. to hold any earnest money deposit made in accordance with the purchase and sale of the property. Earnest money deposit may be held in an interest bearing account. Escrow Agent will retain any and all interest earned on the earnest money deposit.

**No Contingencies:** The property is being sold for cash. The earnest money is not considered an "option" payment. There are no contingencies for bank financing, inspections, repairs, or other conditions. The Bidder may use a lender, but it is recommended that you secure financing prior to bidding.

**Closing:** The balance of the sales price will be due on or before the designated closing date. The Seller reserves the right to extend the closing date an additional thirty (30) days, if necessary. The closing will take place at the offices of the closing attorney named above. The Purchaser will pay all closing costs. These costs will include, but are not limited to: attorney fees, deed preparation and wire transfer fees. The Deed will be furnished by the Seller, with the cost of preparation paid for by the Purchaser. Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the closing disclosure, ALTA settlement statement, HUD1, or other settlement forms.

**Closing Attorney:** The closing attorney will prepare all documents pertaining to the closing. You can use your own attorney to review the documents; however, the closing will take place at the named closing attorney's office.

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**Seller Initials** \_\_\_\_\_

**Default:** In the event the purchase offer is accepted and the Purchaser fails to comply with the terms of the Contract of Sale and close the transaction on or before the scheduled closing date, the earnest money deposit will be forfeited, the contract will be canceled, and the Purchaser will relinquish any right to complete the transaction and shall have no rights or interest in the property. Forfeiture of the earnest money deposit shall not affect any other remedies available to the Seller for such failure.

**Title:** This property is being sold by quitclaim deed only. No title search has been performed. Title insurance will not be offered.

It is understood that the property is subject to all reservations, easements, rights of way, and restrictive covenants of record or on the premises, and to all government statutes, ordinances, rules and regulations. The described property is to be sold in "as is, where is" condition without warranty either expressed or implied by the Seller or Auctioneer.

**Property Sold in "As Is" and "Where Is" Condition:** The property will be sold by Seller to Purchaser on an "as is" "where is" and with all faults basis. Purchaser accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Purchaser acknowledges and agrees that the Seller and the Auctioneer have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, either expressed, or implied, oral or written, past, present or future, or, as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including without limitation, the water, soil and geology; (ii) the income to be derived from the property; (iii) the suitability of the property of any and all activities, and uses which Buyer may conduct therefrom; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability or fitness for a particular purpose of the property; (vi) the manner, quality, state of repair of the property; (vii) the existence of any view from the property or that any existing view will not be obstructed in the future; (viii) any other matter with respect to the property, and specifically, without limitation, the Seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261) or the disposal or existence, in or on the property of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder). Seller obtained this property by a tax sale deed and has not cut off the taxpayer's right of redemption. Seller cannot grant Purchaser access to property to conduct an inspection. Purchaser further acknowledges that Purchaser is relying solely on Purchaser's own investigation of the property and not on any information provided by or on behalf of Seller or Auctioneer.

**Indemnification and Release:** Purchaser and anyone claiming by, through or under Purchaser hereby fully and irrevocably release Seller and Auctioneer and their respective employees, officers, directors, representatives, and agents from any and all claims that Purchaser may have or hereafter acquire against Seller and Auctioneer, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property, or any portion thereof.

**Property Taxes Disclaimer:** Any property taxes' amounts listed in the Contract Package are for informational purposes only. These amounts are obtained through county websites, county tax assessor and/or county treasurer information. Oftentimes, these amounts are based on the previous tax year. Auctioneer makes no representation as to the accuracy of this information. Purchaser's actual tax amount may differ significantly from listed amount due to Purchaser's intended use and taxation status. Purchaser should conduct his or her own due diligence.

**Purchaser Initials** \_\_\_\_\_

**Seller Initials** \_\_\_\_\_

**Manufactured Homes (if applicable):** If the status of the title of the manufactured home is unknown, then it is considered to be abandoned property. Seller will not transfer title to the manufactured home.

**Additional Stipulations:** Auctioneer reserves the right to email all registered Bidders any changes or additions to these Terms and Conditions.

**Disclaimer:** All information published, announced, or contained herein or in the online auction listing was derived from sources believed to be correct; however, neither the Seller nor Auctioneer guarantees it. It is highly recommended that you examine the documents for their accuracy and familiarize yourself with the property by any means available to you other than on-site inspection. The Seller has no right to authorize entry to the property. The failure of any Bidder to inspect or be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer, or earnest deposit money after its opening tender.

**Contract:** You are entering into a binding contract and there are no refunds, bid cancellations or retractions. The Bidder is personally responsible, legally and financially for all auction items bid upon. Any Bidder, who fails to comply with the terms of the auction, sign the Contract of Sale and pay the earnest money deposit, and close the transaction, will be banned from bidding in future auction events and may be pursued for civil and/or criminal violations.

**Terms and Conditions:** This document is attached and hereto incorporated in its entirety as Exhibit "A", to the Contract of Sale.

**Purchaser** \_\_\_\_\_ **Date** \_\_\_\_\_ **Witness** \_\_\_\_\_

**Purchaser** \_\_\_\_\_ **Date** \_\_\_\_\_ **Witness** \_\_\_\_\_

**Seller** \_\_\_\_\_ **Date** \_\_\_\_\_ **Witness** \_\_\_\_\_

**Seller** \_\_\_\_\_ **Date** \_\_\_\_\_ **Witness** \_\_\_\_\_