

Bidder No. _____ (For office use only)

ON-SITE AUCTION REGISTRATION

Please complete and bring to the auction

This form must be filled out completely to receive a bidder card. Also, please bring your government-issued identification and funds (cash or personal, business or cashier's check) for the required downpayment.



1. Contact Information *Please print your current mailing address & contact information.*

Name Cell Phone (.....).....
Address Daytime Phone (.....).....
City, State, Zip Email Address

2. Check all the ways you learned about today's auction.

- Email Alert
- Internet Ad
- Radio
- Social Media Post
- Flyer
- Newspaper
- Realtor
- williamsauction.com
- Friend/Neighbor
- Postcard
- Signs

3. List the real estate you plan to bid on (by property number or address)

1. 4.
2. 5.
3. 6.

4. What is your age category? 18-24 25-34 35-44 45-54 55-64 65 or over

5. Do you, or a member of your family, intend to occupy the property(ies) you are bidding on? Yes No

6. Please return this completed registration and present your driver's license and signature, which will be recorded herein, electronically or otherwise, and will be utilized for originating all documents and shall constitute your full and final agreement to, and acceptance of, these terms and conditions herein, the Terms of Sale, and acceptance of the Contract for Sale of Real Estate at Auction with any and all addenda ("Contract"). You agree to immediately execute the Contract and tender the requisite down payment if you are recognized by the Auctioneer as the "High Bidder" at the final recorded bid price (and, if more than one property is being offered at the bid price, your selection of same).

DO NOT BID UNTIL YOU HAVE READ AND AGREED TO BE BOUND BY THE REFERENCED TERMS OF SALE, CONTRACT AND THE TERMS FOR BIDDING (LOCATED ON THE BACK OF YOUR BID CARD).

By signing below, Bidder acknowledges receiving, reading, and understanding these terms and conditions as well as the referenced Contract and agrees to be bound by the Terms for Bidding, Terms of Sale, and the Contract which are incorporated by reference herein if the Buyer is recognized as the high bidder by the Auctioneer. Bidder agrees and understands that information provided on this form may be used for marketing purposes.

By registering for this auction and signing below, you understand and authorize Williams & Williams to film, photograph, or otherwise record this auction and your attendance and you hereby authorize use of those recordings for promotional or other commercial use.

Williams & Williams (Broker/Auctioneer) represents the Seller only in this transaction. Real estate closing services will be provided by a designated title & closing company.

Signature

Date



Williams & Williams is a member of Mortgage Bankers Association, Real Estate Owned Managers Association, National Association of Auctioneers and National Association of Realtors.
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Terms for Bidding

Please note, this page is for your reference only and **does not** need to be printed or brought to the auction.

Thank you for participating in today's auction. It is important that you familiarize yourself with these Terms for Bidding, the Terms of Sale, and the Contract for Sale, as buying real estate at auction is final and irrevocable. The terms of sale are not subject to change or negotiation after the fact. Good luck and Good bidding!

THIS IS A BINDING CONTRACT. BY SIGNING THIS CARD AND BIDDING IN THE AUCTION, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS, INCLUDING THE TERMS OF BIDDING, TERMS OF SALE, AND CONTRACT FOR SALE, AND TO PAY ALL SUMS REQUIRED UNDER THE CONTRACT. A BUYER'S PREMIUM (BUYER'S FEE IN WI) OR AUCTION SERVICES FEE MAY APPLY TO THIS PROPERTY, AS WELL AS A TECHNOLOGY FEE. PROPERTIES ARE AUCTIONED SUBJECT TO SELLER CONFIRMATION, UNLESS DESIGNATED AS AN "ABSOLUTE AUCTION". PLEASE REVIEW THE AUCTION DAY NOTES, TERMS OF SALE, AND LISTEN TO THE AUCTIONEER FOR SPECIFICS.

1. DO NOT BID until you have read the Terms of Sale, Contract for Sale of Real Estate, including all addenda and disclosures (together, the "Contract"), and you acknowledge this is a CASH, "AS-IS, WHERE-IS" auction, subject to down payment requirements and buyer closing fees. In addition, each property may be subject to a Buyer's Premium (Buyer's Fee in WI) added to the high bid OR an Auction Services Fee of \$3,000 and a Technology Fee of \$199 at closing. By bidding, you are representing to Williams & Williams ("Broker" and/or "Auctioneer") and the Seller that you have read and agree to be bound by the Contract. If you do not agree with the Terms for Bidding, the Terms of Sale, or the Contract you must not bid or you will be bound by those terms and conditions. Please see the Auction Day Notes, the Terms of Sale, the Contract for Sale and/or the Auctioneer for specifics about each property. For personal property purchased at auction, buyer will be responsible for payment and removal of the item(s) at time of sale.

2. YOU ARE ON THESE PREMISES AT YOUR OWN RISK. Auctioneer, Broker, Seller, and their respective agents and employees, expressly disclaim any "invitee" relationship and shall not be liable to any person for damages to their person or property while in, on or about these premises, or while attending open public inspections, nor shall they be liable for hidden defects, dangers or conditions. All persons are on the premises at their own risk and shall defend, indemnify and hold harmless Auctioneer, Broker, and Seller from any and all liability attendant thereto.

3. THE AUCTION WILL BE CONTROLLED BY THE AUCTIONEER. Williams & Williams represents the Seller only. If a tie or dispute occurs between two or more bidders, the Auctioneer may re-open the bidding at the Auctioneer's sole discretion and shall serve as the sole arbiter as to who is or is not allowed to bid. The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or break down lots and/or quantities offered, to auction out of scheduled sequence, to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding and to accept or reject any or all bids. The Auctioneer reserves the right to enter bids on behalf of absentee bidders. Any and all decisions of the Auctioneer regarding the conduct of the auction shall be final and absolute without liability to any party.

4. YOU WILL BE LIABLE FOR ANY UNLAWFUL OR DAMAGING CONDUCT. The Auctioneer will receive bids, at his discretion, from any bidders who conduct themselves in an orderly manner. Any person who bids in bad faith, has a history of bidding in bad faith, is drunken or acts in a boisterous, loud, or otherwise disorderly manner that is disruptive to the auction will not be permitted to bid, will be required to leave the auction premises, and will be held liable to the Seller and/or Auctioneer for any damages caused, including, without limitation defamation, slander, and/or trespass. If a bidder breaches any of these Terms for Bidding, Seller and/or Auctioneer shall be entitled to reimbursement of all reasonable attorney's fees and expenses incurred as a result of such breach and may be excluded from future auctions.



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