

**FURROW AUCTION COMPANY
1022 ELM STREET
KNOXVILLE, TN 37921
(865) 546-3206
TERMS AND CONDITIONS**

IMPORTANT -- Please read these Terms and Conditions (these “Terms”) carefully before placing a bid. By placing a bid in any way, you agree to and are bound by the terms, conditions, policies and notices contained in these Terms, including but not limited to conducting this transaction electronically, disclaimers of warranties and a choice of Tennessee law.

1. Eligibility

The auction is limited to parties that lawfully can enter into and form contracts with the seller of the property (the “Seller”) under applicable law. Without limiting the generality of the foregoing, minors may not use, register or purchase any property in an auction. Every person who registers with Proxibid and places a bid in an auction (each, a “Bidder”) represents to Furrow Auction Company and the Seller that he or she is not a minor, is at least over the age of eighteen (18) and may otherwise enter into and form binding contracts under applicable law. To register, Bidders must provide real name, address, phone number and e-mail address, along with other information that may be required from time to time. If Bidder is a corporate entity, such Bidder has all corporate authority to enter into and form binding contracts under applicable law.

2. Terms of Sale

The placement of a successful bid in a Proxibid auction establishes a legally binding contract between the successful Bidder and Furrow Auction Company, which is subject to final acceptance by Furrow Auction Company.

48 HOURS PRIOR TO THE AUCTION, AN ADVANCE CERTIFIED FUNDS DEPOSIT OF \$100,000.00 MADE PAYABLE TO FURROW AUCTION COMPANY, ESCROW ACCOUNT, 1022 ELM STREET, KNOXVILLE, TN 37921 WILL BE REQUIRED IN ORDER TO BID - THESE FUNDS SHALL BE REFUNDED WITHIN 24 HOURS FOLLOWING THE AUCTION TO UNSUCCESSFUL BIDDERS). Buyers will be required to sign all purchase documents at the time of purchase. If you are the successful Bidder and in the event the \$100,000.00 deposit does not equal 10% of Buyer's purchase price, you will be required to wire transfer the balance of the ten percent (10%) non-refundable deposit and sign a sales contract with the Seller (“Sales Contract”) within **twenty-four (24) hours** of the end of the auction. A **10% Buyer's Premium plus an additional \$1,000.00 on-line processing fee** shall be added to your final bid. The balance will be due and payable in cash by **U. S. Funds** (or other readily available funds) at closing which shall be on or before twenty (20) days from the end of the auction. In the event the above referenced deposit exceeds the high bid plus the buyer's premium and on-line fee, the excess funds shall be refunded at closing. Taxes will be pro rated at closing based on the most current tax assessments and information available at closing. Should the high bidder fail to deliver the earnest money, Furrow Auction Company and/or the Seller shall have all rights and remedies provided in these Terms and/or the Sales Contract, including without limitation the right to retain the initial money deposit and any other deposits or payments made by the Bidder as liquidated damages. Announcements made day of sale take precedence over printed and Internet material.

All buyers will be required to pay all closing fees for the preparation of necessary purchase documentation, which covers document preparation, processing, and recording fees. Buyers may be required to pay property owner association transfer fees, where applicable. Buyers will be

required to pay any fees required by state/local agencies, such as transfer/excise tax based on the purchase price. The property shall be conveyed by a “special” or “limited” warranty deed.

3. Property Inspection

Furrow Auction Company has made no independent investigation of any information provided, and assumes no responsibility for the providing of or absence of any information, whatsoever, or for the accuracy thereof. Bidders must conduct a physical inspection of each property and must also investigate the suitability of each property for the Bidder’s purposes prior to making a bid and purchase at the auction. Bidders must rely solely upon their own investigation and not any information provided by Furrow Auction Company. The high Bidder will be required to acknowledge, in writing, that Bidder has physically inspected and fully investigated the suitability of the property, including the availability of utilities and means of access or lack of same as a requirement to purchase. Failure of a Bidder to be fully informed on the condition of a property will not constitute grounds for any claim adjustment or right to cancel sale.

4 Disclaimers

The highest bid shall be considered an agreement to buy and is final. All properties parcels are being sold in “AS IS, WHERE IS AND WITH ALL FAULTS” condition. Bidders acknowledge that all properties are being sold at public auction, subject to all existing covenants, conditions, restrictions, reservations, exploration rights, easements, rights of way, assessments, zoning, and all other land use restrictions.. Seller shall not provide title insurance on the property and makes no representations or warranties with respect to the condition of title. Bidder may, at its own expense, obtain title insurance provided Seller shall not incur any cost as a result of such insurance. Closing is not contingent on Seller’s ability to obtain title insurance.

Without limiting the generality of the foregoing, neither Furrow Auction Company nor the Seller assumes any liability for any of the following:

- (a) Location and size of properties is approximate. Exact property boundaries can only be ascertained by a survey.
- (b) Physical encumbrances discernible by physical inspection of the property.
- (c) Zoning, building codes and regulations, or other land use restrictions. Please contact county and/or city agencies.
- (d) Utilities or lack thereof. Please contact appropriate local utility companies or agencies.
- (e) Bonds for water, utilities, sewer and street improvements, association fees and/or any city or county assessments which are to be assumed by the Bidder over and above the sales price.
- (f) Mineral rights or the lack thereof.

Furrow Auction Company retains the right, but does not have the obligation, to immediately halt any auction or take any other action in case of technical problems, inaccurate listings, auction inaccuracies, or for any other reason in the sole and absolute discretion of Furrow Auction Company, and to correct any inaccurate listing, auction inaccuracies or technical problems.

5 Limitation of Liability

IN NO EVENT SHALL FURROW AUCTION COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INCREASED OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, DATA, GOODWILL OR USE, INCURRED BY ANY BIDDER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM THESE TERMS, ANY SALES CONTRACT, OR ANY TRANSACTION BETWEEN ANY BIDDER AND SELLER, EVEN IF FURROW AUCTION COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL FURROW AUCTION COMPANY'S LIABILITY UNDER ANY CIRCUMSTANCES EXCEED THREE THOUSAND DOLLARS (\$3,000.00 USD).

6 Indemnification

Bidders agree to indemnify Furrow Auction Company from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from Bidder's participation in an auction or any transaction with a Seller, including without limitation, any claims alleging facts, that if true, would constitute a breach by Bidder of these Terms.

7 Governing Law

Except to the extent local real estate law applies, these Terms and any auctions are governed by Tennessee law. Any claim related to these Terms shall be brought in a federal or state court in Tennessee within one (1) year after the claim arises. All Bidders consent to the jurisdiction and venue of such courts as the most convenient and appropriate for the resolution of disputes concerning any auction or these Terms.

8 Acknowledgement

Bidders acknowledge (a) that such Bidder has read and understood these Terms; and (b) that these Terms have the same force and effect as a signed agreement.

9 General

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions. Furrow Auction Company's failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of Furrow Auction Company's right to subsequently enforce such provision or any other provisions of these Terms.

If you have any questions about these Terms, the practices of Furrow Auction Company, or your dealings with Furrow Auction Company, please contact Furrow Auction Company through one of the methods listed below.

Furrow Auction Company
Attn: Linda Watkin
1022 Elm Street
Knoxville, TN 37921
(865) 546-3206

