

Verification of cashier check of

\$ _____.

RICH WA\$\$ER

Auctioneer / Real Estate Broker

39 Shady Vista Rd.

Rolling Hills Estates, CA 90274

Phone (310) 541-4442, Fax (310) 541-6260

www.richwasser.com

Bidder/Buyer Agreement

Nellie Gail Equestrian Home, 27072 Lost Colt Drive, Laguna Hills CA, 92653

Event Date Sat, March 1, 2008

Event Start Time 1:00:00 PM

Inspection Date Sat, February 16, 2008

Inspection Time 12:00:00 PM - 16:00

Please Print

Bidder Number: _____

Bidder's Name: _____

Home Address: _____

City: _____ **Zip Code:** _____

Home Phone: _____ **Cell Phone:** _____

Fax Number: _____

E-mail: _____

REGISTRATION

No bidding allowed until you have registered as a bidder with RICH WA\$\$ER, Auctioneers. All bidders are required to settle transactions on sale day.

An individual bidding on behalf of a corporation entity must have the legal capacity to bind a contract. They must also present to RICH WA\$\$ER, Auctioneers a corporate resolution stating that the bidder has the right and ability to sign and bind the corporation in contractual obligations involving real estate. Any individual bidding on behalf of a limited partnership must have the legal capacity to bind a contract and be a general partner of the partnership.

In compliance with FIRPTA (Section 1445 of IRS Code), all successful bidders will be required to affirm they are not a non-resident alien to the United States. Otherwise, a tax will be imposed.

IDENTIFICATION

All Bidders are required to have a Bidder's Number to bid, giving full name, address, and phone number. Evidence of correct form of deposit must be made in order to register for the auction. Auctioneer has the right to refuse bidder registration to anyone for any reason, and with or without cause. Auctioneer further reserves the right to revoke bidder registration, or to refuse to recognize a bid for any reason, and with or without cause.

PROPERTY INSPECTIONS

All potential bidders are advised to inspect the property. Each bidder assumes all risk associated with any such inspection. All grounds, mechanicals, structures, timber, and other physical aspects should be considered as well as any and all documents provided, made available or those not provided yet potentially applicable. There will be no contingencies for any type of report or research.

PROPERTY CONDITION

THE PROPERTY IS BEING OFFERED ON AN "AS IS" BASIS AND "WITH ALL FAULTS": SELLER AND AUCTIONEER/BROKER WILL NOT MAKE AND HEREBY EXPRESSLY DISCLAIM MAKING ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING ITS DISCLAIMERS; SELLER, AGENTS, AND AUCTIONEER/BROKER HEREBY ADVISE ALL PROSPECTIVE BIDDERS THAT NO WARRANTIES OR REPRESENTATIONS WILL BE MADE REGARDING THE AREA, SIZE, SHAPE, ALLOWABLE USES, ZONING, SOIL TYPE OR QUALITY, FLOOD PLANES AND ZONES OR TOPOLOGICAL CHARACTERISTICS OF THE LAND; THE PROPERTY MEETING STATE STANDARDS; ENVIRONMENTAL HAZARDS OR LACK THEREOF AFFECTING THE USE OF THE PROPERTY INCLUDING BUT NOT LIMITED TO ASBESTOS, UNDERGROUND TANKS, ABOVE GROUNDS TANKS, DUMPING GROUNDS OR ANY OTHER ENVIRONMENTAL CONCERNS.

NEITHER THE SELLER NOR THE AUCTIONEER MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED WITHIN THE BROCHURE, DUE DILIGENCE PACKAGE OR ANY OTHER MATERIALS. BY PARTICIPATION IN THE AUCTION, ALL BIDDERS SHALL BE DEEMED TO REPRESENT THAT THEY HAVE CONDUCTED THEIR OWN THOROUGH INVESTIGATION OF ALL DOCUMENTS, INFORMATION AND ALL OTHER FACTORS CONCERNING THE PROPERTY OFFERED. IT WILL ALSO BE DEEMED THAT THE BIDDER HAS NOT RELIED ON ANY STATEMENTS, INFORMATION OR REPRESENTATIONS MADE BY ANY INDIVIDUAL ASSOCIATED WITH THE PROPERTY, SELLER OR AUCTIONEER.

CONTINGENCIES

All bids shall be made on an "AS IS" basis with no warranty or guarantee on any nature. Absolutely no contingencies will be allowed including but not limited to: Financing, Environmental, Zoning, or any other issue.

BUYER'S PREMIUM

A fee shall be charged to the bidder/buyer. The fee known as a Buyer's Premium shall be seven percent (7%) of the gross bid price. The buyer's premium is added to the bid price to determine the final amount due from the bidder/buyer. Example: If an individual bids \$100,000 for the property, they will be required to actually pay \$107,000. Please keep this in mind while bidding. The buyer's premium shall be paid at the time of closing.

RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS EXECUTION

Immediately upon conclusion of the auction, the successful bidder will be required to make a day of sale deposit. The Residential Purchase Agreement and Joint Escrow Instructions must be executed without alteration or negotiation.

All prospective bidders are strongly advised to thoroughly read the Residential Purchase Agreement. This Agreement will be the controlling document. You are urged to have a qualified individual review the Terms of the Auction, Residential Purchase Agreement and other controlling documents prior to the auction.

SETTLEMENT

The successful high bidder will be required to sign the approved Residential Purchase Agreement immediately after the conclusion of the bidding. At this time, the applicable funds will be collected. The down payment shall be presented in the form of cashier's check. The deposit will be nonrefundable if buyer does not close escrow by the time indicated as close of escrow. If buyer does not close on time for any reason, including lender delays, he will lose the deposit.

CONFIRMATION OF SALE

The property will be offered with seller confirmation or rejection of high bid.

BROKER PARTICIPATION

All licensed brokers are urged to register their prospective bidders in writing with RICH WASSER, Auctioneers. All broker/bidder agreements must be submitted in writing and delivered to RICH WASSER, Auctioneers via fax 24 hours prior to the auction. All registration letters, if not the Auction Broker Registration Form, must be on company stationery and signed by the broker as well as by the individual being registered.

Additionally, the broker or salesperson must inspect the property, attend the auction and sign in with the prospect on auction day. There will be no exceptions to this procedure and absolutely no oral registrations will be accepted nor will any registrations be accepted on day of auction. No broker will be recognized on a prospect that has previously been in contact with the Sellers or their representatives. No commission will be paid to any broker participating in the purchase of the auction property, and an affidavit will be required stating the broker is serving only as a broker and not as a principal. COMMISSIONS WILL BE PAID ONLY UPON FUNDING AND CLOSING OF ESCROW.

If you have properly registered the successful bidder, complied with all other terms of the auction and the transaction is completed, you will be paid a fee of no more than two and a half percent (2.5%) of the bid price excluding buyer's premium.

ADDITIONAL CONDITIONS

1. Bidding increases will be in such increments, as the auctioneer deems acceptable. In the event of a dispute between bidders, the auctioneer shall make the sole and final decision to either accept the final bid or to re-offer and re-sell the property.
2. The Seller and Auctioneer reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, canvassing or any other reasons.
3. The Seller and Auctioneer have the joint right to postpone or cancel the auction in whole or in part in its sole discretion and to modify or add any terms and conditions prior to the calling of bids. Written and oral announcements made or presented on sale day shall take precedence over any pre-printed materials; however, the Purchase and Sale Agreement will serve as evidence of all understanding and agreements and will be in all respects the final and controlling document.
4. Seller makes no representation or warranty as to the condition of any personal property, title to personal property or whether personal property is in anyway encumbered.
5. No buyer shall assign its rights under the Purchase and Sale Agreement(s) to any other party unless otherwise agreed upon by Seller.
6. The full terms, conditions, obligations and rights of all parties shall be a combination of the Terms and Conditions of the Auction, the bidder card, the Purchase Agreement or any other documents presented. However, the Residential Purchase Agreement shall be the controlling document in the event of any conflict between documents.
7. If clear title cannot be given to Buyer by close of escrow, Buyer will be entitled to full refund of deposit and only deposit, no more.
8. **Property inspection, termite report, and CC& R's (if applicable) have been read and understood by Buyer.**

The undersigned hereby acknowledges receipt of a copy of this document and acknowledges that all four pages of this agreement have been read, understood and enters into it willingly. Auctioneer makes no representations or recommendations as to the legal sufficiency, legal effect, or tax consequences of this transaction. *You may consider consulting an attorney before signing.*

Name (print)

Signature

Date