

RESERVE AUCTION TERMS AND CONDITIONS OF SALE

Property Address: 5369 Morgans Point Drive Oxford, Maryland 21654.

Auction Date: Saturday, June 28, 2025 at 11 am Local Time.

1. **Bidding.** All bidding is open to the public without regard to race, color, sex, religion, familial status, handicap or national origin. Sale is not subject to financing.
2. **Bidder's Card.** To obtain a bidder's card, you must show the clerk a certified or cashier's check at the time and place of the Auction in the amount of \$100,000.00. All certified or cashier's checks are to be made payable to yourself and shall be endorsed over to the Settlement Agent if you are the highest bidder. Only the highest bidder on the property will be required to deposit any moneys at the Auction. At the time of registration, you must sign these Terms and Conditions of Sale as agreed and understood.
3. **Earnest Money.** Immediately following the Auction the Buyer shall be required to pay a deposit for the property equal to twelve percent (12%) of the purchase price. The deposit shall be a combination of the \$100,000 cashier's or certified check plus a personal check in an amount sufficient to bring the total deposit to twelve percent (12%) of the purchase price. Venture Title Company LLC, located at 117 Bay Street, Suite A, Easton, Maryland (410.770. 5200), will hold the deposit and conduct the settlement in conjunction with Armistead, Lee, Rust & Wright, P.A.. The deposit will be held in a MAHT account and then applied to the purchase price at the time of closing.
4. **Other Terms.** As used in these Terms and Conditions of Sale, the term "final bid" means the highest bid acknowledged by the Auctioneer, and the term "purchase price" means the sum of the final bid plus the premium payable by the Buyer in accordance with Paragraph 5 below, exclusive of any applicable closing costs in accordance with the Contract.
 - a. The highest bidder acknowledged by the Auctioneer shall be the Buyer. The Auctioneer may, in the event of any dispute between bidders, determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the Auction, DeCaro's record of the final bid, any reserve amount and the purchase price shall be conclusive.
 - b. Auctioneer reserves the right to withdraw the property before or at the Auction in his sole discretion. If Auctioneer perceives attempted collusion, Auctioneer will cancel the Auction. Collusion between bidders is prohibited by the Federal Anti-Trust Laws. All decisions of the Auctioneer are final as to methods of bidding, bidding increments, cancellation or any other matters that may arise before, during or after the Auction. Auctioneer reserves the right to deny any person admittance to the Auction or expel anyone who Auctioneer believes may disrupt or interfere with the Auction in any way.
 - c. The purchase price payable by a Buyer will be the sum of the final bid plus the buyer's premium of seven percent (7 %) of the final bid.
5. **Buyer's Premium.** A seven percent (7 %) Buyer's Premium shall be paid by the Buyer and will be added to the final bid on each property. **Example:** Final bid on property is: \$100.00
Add 7 % Buyer's Premium: \$ 7.00
Total on Sales Contract: \$107.00
6. **Closing.** The Buyer must sign all documents and the "AS-IS" Contract for Sale and Purchase (modified to meet these Terms and Conditions) on the day of the Auction and will be required to make an appointment with a closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur within thirty (30) calendar days of Auction.
7. **Default.** If closing is delayed by action, lack of action or failure to comply with these Terms and Conditions of Sale by the Buyer, default will be declared and the earnest money may be retained by the Seller and Auctioneer in accordance with the agreement between them.
8. **Bid Acceptance.** **THE HIGHEST BID AT OR ABOVE \$7,500,000 WILL BE DEEMED A FINAL SALE AT THE FALL OF THE HAMMER. ONCE THE BIDDING FOR THE PROPERTY REACHES \$7,500,000 THE AUCTION WILL BE CONSIDERED TO BE AN ABSOLUTE AUCTION AND THE PROPERTY WILL SELL TO THE HIGHEST BIDDER. IF THE BIDS DO NOT REACH THE RESERVE OF \$7,500,000 THE FINAL BID WILL BE CONSIDERED AN OFFER ONLY, SUBJECT TO THE SELLER'S ACCEPTANCE, COUNTER OR REJECTION AT THE SELLER'S SOLE DISCRETION.** Once the final bid is accepted, Buyer shall post the required deposit and Buyer will immediately execute a Bid Acceptance Form and Buyer and Seller will immediately execute the "AS-IS" Contract for Sale and Purchase modified to meet these Terms and Conditions (the "Contract").
9. **Prorations.** Real estate taxes, homeowner fees (if any), as well as water and sewer charges, will be prorated as of the date of closing.
10. **Closing Costs.** The Buyer shall pay all closing costs for residential sales in the county and state where the property is located including, but not limited to, all documentary stamps, transfer taxes and title insurance. Initial _____

11. **Auction Procedures.** Open and verbal announcements made at the Auction will take precedence over all printed material. Seller reserves the right at his / her sole discretion to accept or reject any offers made before the Auction begins. Method, order of sale, and bidding increments shall be at the sole discretion of the Auctioneer. Auction does not begin until Auctioneer accepts the first bid on the day of the Auction.
12. **Disclaimer/Property Inspection.** It is the Buyer's sole responsibility to perform any inspections Buyer deems pertinent to the purchase of this property and to be satisfied as to the property's condition prior to bidding. **The property, both real and personal, are being sold in their existing "AS IS WHERE IS" condition, with no expressed or implied guarantees or warranties whatsoever.** Personal onsite inspection of the property is recommended and bidders are advised to independently verify all information they deem important. Auctioneer and its agents and subagents, and the Sellers assume no liability for errors or omissions in this or any other property listing or advertising, promotional or publicity statements and materials. Although information has been obtained from resources deemed reliable, neither the Auctioneer nor Seller make any guarantee as to the accuracy of any such information. All information contained in the Bidder/Information Package, web site or any other promotional materials, including but not limited to square footage, acreage, dimensions, maps, taxes, etc. was provided by the Seller and is believed to be accurate and complete. However, neither the Seller nor the Auctioneer makes any guarantee or warranty as to the accuracy or completeness of such information. **Buyer and Buyer's Agent/Broker shall bear the sole responsibility to confirm all information relevant to the property prior to bidding. Neither the Seller, Seller's Broker nor the Auctioneer shall be liable for any relief, or adjustments if the amount of acreage, square footage, zoning, environmental condition or any other information fails to conform to any specific standard, expectation, or any published information.**
13. **Notice to Brokers.** A fee equal to two percent (2%) of the bid price will be paid by Auctioneer to the licensed Real Estate Broker or Salesperson whose prospect successfully bids and closes on the property. To qualify for commission the Licensed Real Estate Broker or Salesperson must first: a) Accompany their prospect upon initial visit to open house and register the prospect on a DeCaro Broker Registration Form with both prospect and Broker/Salesperson signatures and leave the form with the DeCaro open house previews representative at that time or, b) Email the Broker Registration Form to info@decaroauctions.com, all which must be received no later than 5:00 PM the day before the Auction. d) The Broker or Salesperson must also attend the Auction with the Prospect to qualify for commission at settlement. No commission is payable to any Licensed Broker or Salesperson by Seller. In addition, no commission will be paid to registered Brokers acting as a principal in the purchase of the property. Broker Registration Forms are available at open house previews or by calling DeCaro Real Estate Auctions, Inc., at 1.800.332.3767.
14. **Title.** Title to the property shall pass to the Buyer at formal settlement, which is to occur within 30 calendar days of the Auction as published in the Bidder's Information Packet. Title will be free and clear of all liens and Seller will convey good and marketable title in accordance with the Contract.
15. **No Financing Contingency.** THIS IS A CASH TRANSACTION WITH NO CONTINGENCY FOR FINANCING. Buyer may finance a portion of the purchase price, but Buyer's obligation to proceed with the purchase is not contingent upon the Buyer obtaining financing. If the Buyer is unsuccessful in obtaining financing and is unable to go to settlement within the required time period, the deposit(s) provided by the Buyer shall be forfeited.
16. **Conditions of Default.** If any conditions contained herein are not complied with by the Buyer, Auctioneer may, in addition to asserting all remedies available by law, including the right to hold defaulting Buyer liable for the purchase price, either a) cancel the sale, retaining as liquidated damages any payment made by such buyer, b) resell the property with or without reserve at public auction or privately on seven (7) calendar days' notice to such buyer, or c) take such other action as it deems necessary or appropriate. If Auctioneer resells the property, the original defaulting Buyer shall be liable for the payment of any deficiency in the purchase price plus all costs and expenses, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder. Any remedies available to the Auctioneer in accordance with these Terms and Conditions of Sale are in addition to those available to the Seller pursuant to the "AS-IS" Contract for Sale and Purchase and applicable Maryland law.
17. **State Laws.** The respective rights and obligations of the parties with respect to the conditions of sale and the conduct of the auction shall be governed and interpreted by the laws of the state in which the auction is held. By bidding at an Auction, whether present in person, or by agent, by written bid, telephone or other means, the Buyer shall be deemed to have agreed to the Terms and Conditions of Sale and have consented to the jurisdiction of the courts sitting in such state.
18. **CANCELLATION.** AUCTIONEER RESERVES THE RIGHT TO CANCEL, POSTPONE OR WITHDRAW THE PROPERTY BEFORE OR UP TO THE START OF THE AUCTION. THE AUCTIONEER RESERVES THE RIGHT TO OFFER THIS PROPERTY IN ANY MANNER AND RESERVES THE RIGHT TO SELL THE PROPERTY IN ANY MANNER HE SO DESIRES UP TO THE START OF THE AUCTION. ONCE THE AUCTION STARTS, THIS PROPERTY WILL BE SOLD SUBJECT TO A RESERVE IN ACCORDANCE WITH PARAGRAPH EIGHT ABOVE. THE AUCTION DOES NOT START UNTIL THE AUCTIONEER ACCEPTS THE FIRST BID, DAY OF AUCTION. ALL ANNOUNCEMENTS MADE FROM THE AUCTION BLOCK WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. Initial_____

ABSENTEE AND PHONE BIDDING ARE AVAILABLE. FOR INSTRUCTIONS, CONTACT OUR OFFICES AT 1.800.332.3767

THIS PROPERTY IS SUBJECT TO PRE-AUCTION OFFERS AND SALE.

**Only those who are going to register to bid at the Auction may attend the Auction,
or Realtors with their clients who are going to register to bid at the Auction may attend the Auction.**

www.DeCaroAuctions.com 1.800.332.3767

By signing below, I have read, understood and agree to the above Terms and Conditions of Sale.

Signature _____

Date: _____

Signature _____

Date: _____