

## ONLINE EVENT ADDENDUM

This Online Event Addendum (the "Addendum") is made part of the \_\_\_\_\_ dated \_\_\_\_\_ (the "Contract") made by the undersigned Buyer, with respect to the Property located at \_\_\_\_\_ (the "Property").

Buyer has read and accepts the terms and conditions of the Event as stated on [www.Micoley.com](http://www.Micoley.com).

Micoley.com, LLC, powered by RealtyHive ("Micoley"), the Auctioneer, and all others employed by or associated with Micoley, **represent the Seller** in the sale of this property.

**(DISCLAIMER: "Micoley") does not, here or otherwise, attempt to provide Buyer with all of the information Buyer may need to conduct due diligence and make an informed decision about the event and Property. Participation in the event is at Buyer's sole risk and Seller and Micoley, plus their agents, brokers, contractors, employees, and representatives will have no liability whatsoever on any basis. The Property will be sold in "AS IS, WHERE IS" condition with all burdens, circumstances, defects, facts, faults, dangers, hazards, issues, items, material facts, problems, vandalism, and other relevant matters, whether latent or patent, whether past, present, or future, and whether or not referenced herein, which affect, involve, or relate in any way to the Property ("Property Issues"). Any information provided to Buyers may assist them in performing their due diligence, but is not represented to be complete or correct and there may be other Property Issues affecting, involving, or related in some way to the Property. Buyers should govern themselves accordingly.**

TO THE FULLEST EXTENT ALLOWED BY LAW, SELLER AND MICOLEY UNCONDITIONALLY DISCLAIM ANY GUARANTEE, REPRESENTATION, OR WARRANTY OF EVERY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WHETHER ORAL OR WRITTEN, WHETHER PAST, PRESENT, OR FUTURE, WITH RESPECT TO ALL PROPERTY ISSUES, EXCEPT AS EXPRESSLY PROVIDED IN: (a) THE *ONLINE EVENT ADDENDUM*, and (b) THE *CONTRACT* AND ANY ADDENDUMS OR AMENDMENTS THERE TO.

NEITHER SELLER NOR MICOLEY WILL TAKE ANY ACTION TO ADDRESS, CURE, FIX, REMEDY, REPAIR, OR SOLVE ANY PROPERTY ISSUES WHETHER OR NOT DISCLOSED. **BUYER SHALL BE RESPONSIBLE FOR MUNICIPALITY REQUIRED REPAIRS, IF ANY.**

1. **Disclaimer.** Buyer acknowledges receipt of Documents available for each property on Micoley.com. All Bidders' documents available on Micoley.com are merely a bulletin and is solely intended to provide interested parties with preliminary information only. The delivery of the Bidder's Information to any person shall not create any agency relationship between such person and the Seller or Micoley, in their various capacities. The information included in the Bidder's Information is believed to be correct, but it is not guaranteed. Some of the information furnished is from outside sources deemed to be reliable, but is not certified as accurate by the Seller or Micoley.

All of the information contained in the Bidder's Information is subject to corrections, errors and omissions, etc. The Contract is based on Buyer's own investigation of the Property and not on any representations made by any party.

2. **Disclosures.** Seller and Micoley have no knowledge of, nor have inspections been made to determine whether the Property (a) is located on or near a toxic hazardous waste site as defined by state and/or federal law; (b) is listed on, or subject to being listed on, the most recently published "National Priorities List" issued by the Federal Environmental Protection Agency, or any other list published by a State Agency responsible for regulating toxic and hazardous waste legislation; (c) contains urea-formaldehyde foam or asbestos insulation; (d) contains any natural gas, including, but not limited to, radon; (e) contains mold, mildew or has been remediated from the same; (f) is located in any known or unknown wetlands, floodplain, or ESA setback which would render the Property uninhabitable; (g) contains any other substance on the Property which would render the Property uninhabitable or dangerous to the health of the occupants.

Further, Seller and Micoley make no warranties, representations, or statements whatsoever, express or implied, concerning the Property, including, but not limited to: (a) the income or expenses of the Property; (b) leases, rents, and security deposits affecting the Property; (c) zoning and building codes and compliance therewith; (d) availability or cost of utilities; (e) compliance of the Property with any law, regulation or ordinance, including, but not limited to, the Americans with Disabilities Act; (f) the physical condition of the Property or any component, fixture, or improvement thereon.

3. **Property Tax Disclosure.** Buyer should not rely on Seller's current property tax assessment on the Property as being indicative of the amount of tax that will be owed on the Property in the future. A change of ownership or improvement of the Property may trigger a tax reassessment for the Property and could result in higher taxes being assessed to Buyer. If Buyer has any questions concerning valuation or taxation of the Property, Buyer should immediately contact the municipal treasurer's office for further information.

Any delinquent real estate taxes and/or unpaid special assessments assessed against the Property will be paid by Seller prior to or at the time of closing.

The current real estate taxes will be prorated at the time of closing based on the assessed value of the Property as shown on the prior year real estate tax bill or the current year real estate tax bill, if available at the time of closing.

4. **Utility Services.** Buyer shall be exclusively responsible for obtaining any and all permits for the installation or continuation of utility services to the Property itself and paying all costs related to such installation or continuation.

5. **Soil Percolation, Utilities, Suitability, Permits, Etc.** Buyer is solely responsible for doing all due diligence needed or desired for the Property. No soil percolation test has been done on the Property and none will be done prior to its sale, so the percolation characteristics of the Property's soil are unknown. Buyer is solely responsible for investigating the availability and/or accessibility for all utilities to serve the Property, as well as the practicality and suitability for building or construction of any kind on the Property. Additionally, Buyer will be solely responsible for obtaining and paying for any and all permits for septic systems and all other items related to the Property and any building, construction, or improvements thereon. Buyer will also be solely responsible for obtaining and paying the costs for all permits and other fees, tanks, meters, lines, and other needs relative to the Property. Seller and Micoley specifically make no representation, guarantee, or warranty of any kind regarding any matter addressed in this paragraph and Buyer solely assumes all risk and costs for each of these matters.

6. **Personal Property.** Buyer acknowledges and agrees that the personal property to be conveyed from Seller to Buyer in this transaction, if any, will be conveyed by quit claim bill of sale, with no representations, warranties, or guaranties, express or implied, as to the condition of or title to such personal property. Buyer further agrees to accept such personal property "AS IS, WHERE IS".

7. **Assignment.** Buyer may assign the Contract to an entity owned and/or controlled by Buyer without Seller's prior written consent. All other assignments of the Contract shall require Seller's prior written consent, which may be withheld in Seller's sole discretion.

8. **Indemnification.** Buyer shall indemnify, defend and hold Seller and Micoley harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, including reasonable attorney's fees incurred by Seller and/or Micoley, or their agents, representatives, consultants, or affiliates arising out of or related to (i) any activities upon the Property by Buyer, its agents, contractors or employees; or (ii) the failure by Buyer to observe or perform any of its covenants, representations or obligations as set forth in the Contract. This indemnity shall survive the termination of the Contract or closing.

9. **Earnest Money.** Buyer acknowledges and agrees the earnest money paid with the Contract is NONREFUNDABLE upon full execution of the Contract between Buyer and Seller AND satisfaction of any contingencies specified in the Contract. All earnest money to be in the form of a Cashier Check or wired per the terms of the Contract between buyer and seller. No personal checks will be accepted. If earnest money is not received within time allotted in Contract between the buyer and seller, seller has the right to terminate this Contract by delivering written notice to Buyer.

10. **Real Estate Condition Report.** Buyer hereby waives receipt of a Real Estate Condition Report for the Property, as well as any rights of rescission allowed thereunder.

11. **Right of Rescission.** Buyer hereby waives any rights of rescission as provided in the Contract and any documents attached thereto and incorporated therein by reference.

12. **Proof of Funds.** If the Contract is a "cash" offer, then Buyer shall, within three (3) days of acceptance, provide Seller with reasonable verification from a financial institution or third party in control of Buyer's funds that Buyer has sufficient funds to close. If such written verification is not provided within three (3) days of acceptance, Seller has the right to terminate this Contract by delivering written notice to Buyer.

13. **Title Company.** Buyer acknowledges closing agent/title company is to be chosen by Seller.

THE TERMS OF THIS ONLINE EVENT ADDENDUM ARE HEREBY INCORPORATED INTO AND BECOME A PART OF THE CONTRACT BETWEEN SELLER AND BUYER. IF ANY TERMS, CONDITIONS OR PROVISIONS OF THIS ADDENDUM CONFLICT WITH THE TERMS OF THE CONTRACT, THIS ADDENDUM SHALL CONTROL.

**Buyer Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Information below is needed for closing and is required by Title Company/Utility Company

Full Legal Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

Intended Use of Property: \_\_\_\_\_

**Buyer Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Information below is needed for closing and is required by Title Company/Utility Company

Full Legal Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

Intended Use of Property: \_\_\_\_\_

**Seller Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**SELLING AGENT Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**LISTING AGENT Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Micoley Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

THIS ADDENDUM WAS DRAFTED BY: Metzler, Timm, Treleven, Pahl, Beck, S.C. (Rev. 3/15/2016)