



EXHIBIT "A"
Terms and Conditions

1. **TERMS:** A non-refundable earnest money deposit in the amount of 10% of the purchase price will be paid by the Buyer at the signing of the purchase agreement on auction day. The remaining balance will be due and payable at closing within 30 days of the auction. This is a cash sale and is not contingent upon financing.
2. All bidding will be conducted online at www.BoylestonAuctions.com. Buyer agrees to abide by the online bidding procedures published at BoylestonAuctions.com. In order to bid online, Buyer will make a deposit in the amount of \$250.00, to be held in escrow. In the event the online bid is not the declared high bid, the \$250.00 deposit will be returned to Buyer within five business days of the auction. In the event the online Buyer is declared the winning bidder, the \$250.00 deposit will be applied to the down payment, with the remaining balance up to 10% due on or before the close of the first business day following the close of the auction. Buyer will contact Broker Gina Boyleston to make the deposit. 850-393-1154 or ginaboyleston@gmail.com
3. **BUYER'S PREMIUM:** In addition to the bid price, a ten percent buyer's premium will be added to the bid price to establish the final contract sales price.
4. **CLOSING COSTS:** The buyer will pay for title insurance, documentary stamps on the deed, and recording fees. Real estate taxes will be prorated as of the date of closing. Express fees will be paid by the party requiring overnight courier services, if any. Any and all other closing costs will be paid by the Buyer. The transaction shall be closed at the law office of Edsel F. Matthews, Jr, PA, 308 S. Jefferson St., Pensacola FL 32502 (850) 432-1300
5. **CONVEYANCE:** The property will be conveyed by warranty deed free and clear of liens and encumbrances, and will be conveyed subject to covenants, restrictions, road rights of way and easements of record or unrecorded easements.
6. **SURVEY:** The property will be deeded by the legal description of record. Any new survey will be paid for by the requesting party.
7. **CONDITION OF THE PROPERTY:** The Seller agrees to deliver the property in its present, AS IS, condition with no warranties expressed or implied as to any particular usability. The property is being sold subject to any and all local, state or federal regulations. The Buyer(s) acknowledges that a personal inspection of the property has been conducted by Buyer, and that Buyer agrees to accept the property in its present, AS IS, condition, or that in the absence of Buyer's personal inspection, Buyer waives said opportunity and agrees to accept the property in its present, as is condition.
8. The property is being sold subject to the seller's confirmation.
9. **DEFAULT BY BUYER:** If the Buyer fails to perform the covenants of this agreement, the Seller shall have the right to retain the earnest money deposit as agreed upon liquidated damages and the Seller shall have the right of specific performance.
10. **DEFAULT BY SELLER:** If the Seller fails to perform the covenants of this agreement, the aforesaid earnest money deposit paid by the Buyer will be returned to the Buyer and this agreement will become null and void.
11. This agreement has been made a part of the purchase agreement by reference. Any all and all announcements made Auction day, take precedence over prior printed materials. Boyleston Realty & Boyleston Auctions are selling agents only.

_____ Buyer	_____ Date	_____ Seller	_____ Date
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_____ Buyer	_____ Date	_____ Seller	_____ Date
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