ByceRealty CONTRACT TO PURCHASE AT AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

PROPERTY DESCRIPTION: The undersigned Purchaser, herein referred to as the "Buyer(s)" agrees to purchase from the undersigned owner

(seller) through ByceRealty, (Auctioneer/Broker), the following described real estate in ______County OH and known as

PRICE AND TERMS: Purchaser agrees to pay the	<u> </u>			
\$ for a Total Contract Price of \$_	for the Real Estate	as follows: A non-refundable (except in the case of a		
non-marketable title) down payment of	apply toward the Purchase Price and to be do	eposited by Broker, upon acceptance of this offer, in a		
non-interest bearing trust account pending closing.	In the event this Contract to Purchase does not	close for any reason other than as agreed, Purchaser		
agrees that the down payment shall be disbursed by	Broker 5 days from closing date unless Broker	is previously notified in writing by purchaser that		
litigation has been filed with a court of competent ju	risdiction. A copy of the filing must be attached	ed.		
BALANCE & CLOSING: The balance of the Pure	chase Price shall be paid in the form required b	y the closing agent on date of closing, on or before 30		
days from the date of this contract. If such date falls	s on a weekend or holiday, closing shall be the	next business day.		
Buyers will close at title company indicated accor	ding to fee schedule provided in Addendum	A.		
day after original closing date.		e closing date in consideration for a sum of \$100 per		
OBTAINING FINANCING: This purchase is not of				
BINDING OBLIGATION: Purchaser is buying th				
whatsoever, except a non-marketable title, Purchase				
deficiency, plus court costs and reasonable legal fees				
irrevocable offer to purchase, with no contingenc				
payment shall be forfeited as partial liquidated dama	ages, and not as a penalty, without affecting any	of Seller's further remedies. Either party may		
demand specific performance of this agreement.				
OWNER'S CERTIFICATION: Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no known undisclosed latent				
	-	ted authorizing work or improvements for which the		
Real Estate may be assessed, except	(c) there are no City,	County or State orders that have been served upon		
Seller(s) requiring work to be done or improvements	s to be made which have not been performed, e	xcept Inspections		
regarding habitability and use of the Real Estate are PURCHASER(s) ARE RELYING SOLELY UPON				
HEREIN FOR ITS PHYSICAL CONDITION AND ESTATE AGENTS INVOLVED, WHO SHALL NO	*			
INDEMNITY: Seller and Purchaser recognize that	the AUCTIONEER/BROKERS are relying on	information provided by Seller or his/her agents in		
connection with the Real Estate, and agree to indemn	nify and hold harmless the AUCTIONEERS/B			
CONVEYANCE AND CLOSING: Seller shall cor	nvey marketable title to the Real Estate by lega	I deed with release of dower right if any AND		
SUBJECT TO THE RIGHTS OF THE TENANTS,				
except restrictions and easements of record and exce				
Buyer(s) agree to costs presented at auction and a				
Seller. Seller agrees that on possession, the Real Est	- ·			
tear. Any fuel will be conveyed less normal depletio				
then Purchaser, at his option, may terminate this con	•	n as good as it was prior to the damage or destruction. Payment Shall be returned to Purchaser.		
ceAuctionLLC may not be used or duplicated without expr				

	While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs				
	without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is				
	hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.				
12.	DISCLOSURE: ☐ Buyer ☐ Seller - is a licensed Real Estate Broker or Sales Person.				
13.	POSSESSION: Possession shall be given at legal recording, subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of				
	possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.				
14.	AGENCY DISCLOSURE STATEMENT: Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement and Consumer				
	Guide To Agency.				
15.	SOLE CONTRACT: The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments				
	to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding				
	upon the parties, their heirs, administrators, executors, successors and assigns.				
16.	TERMS: The property was sold: RESERVE AUCTION: SUBEJCT TO SELLER ACCEPTANCE.				
17.	Down payment of \$ must be deposited at the time of Auction as down payment by company, corporate or personal check				
	(presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust				
	account of broker, or Title Company as agreed as escrow agents for the sellers. Credit card deposits, if accepted, will be held in trust account of				
	ByceAuction, LLC and upon funds being received by credit card company, transferred to title company escrow account. Buyers allow Broker to act as				
	trust agent for this purpose and agree to pay any processing fee as disclosed in association with credit card deposits. Buyer shall pay actual credit card				
	fees up to 3.75%				
18.	A 10% percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser.				
19.	Taxes will be prorated to date of closing and paid by the seller, calculated using latest available tax duplicate information.				
	This property is being sold at Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The				
	property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and				
	wetland issues. Information obtained was obtained by public sources deemed reliable. However, neither the Broker nor their agents will be responsible				
	for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral				
	statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before				
	relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. The seller and Auction				
	Company reserve the right to preclude any person from bidding who did not meet registration requirements or if there are any questions as to the				
	person's mental stability. Auctioneer may use reverse bidding to establish high bid price.				
21.	Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.				
	Seller is responsible for real estate tax prorata, mortgage releases and guarantees the title to be marketable and free and clear of all liens. The buyer and				
	seller, split 50/50, the survey cost, if a survey is required for a transfer. *Buyer is responsible for all other costs associated with closing and as				
	stated in statement of title covered on auction day and the associated fees outlined in Addendum A.				
23.	By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential				
	Property Disclosure form and their right to rescind the Contract to Purchase.				
24.	Real Estate is sold through Byce Realty who is the agent of the SELLER and in no way represents the fiduciary interest of the BUYER(S).				
	OTHER:				
	EXPIRATION AND APPROVAL: This offer to purchase at auction may not be rescinded and is open for acceptance days for auction date				
	until 5 PM Eastern on such date. Make Deed to: (print) (in name of				
	buyer unless otherwise noted)				
28.	Electronic Signatures & Endorsements: Contracts & legal documents may be signed "electronically" and signature pages may be signed separately				
	and individually by parties, including facsimile or email transmission including addendums. Instructions to Broker may also be made via email with				
	documentation of same retained by Broker in file				

Initial:_____

The Purchaser has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy or has signed and been provided a duplicate copy.

<u>Print</u>	<u>Sign</u>	<u>Date</u>
PURCHASER:		
PURCHASER:		
FULL ADDRESS:		
WITNESS:		
28. ACTION BY OWNER: The undersign	ed Seller has read and fully understands the for	regoing offer and hereby: accepts said offer rejects said
_		Eastern Time; and agrees to convey the
Real Estate according to the above term	s and conditions, Owner acknowledges that Ag	ency Disclosure Statement has been signed.
29. SELLING FEES AND EXPENSES: S	seller is to pay an auction selling fee and reimb	urse agreed expenses as per the Auction Contract.
<u>Print</u>	<u>Sign</u>	<u>Date</u>
SELLER:		
SELLER:		
FULL ADDRESS:		
PHONE NUMBERS:		
WITNESS:		
30. RECEIPT BY ByceAuction & Realty	: DATE:	I hereby acknowledge receipt of
\$ cas	h 🗌 cashier's check 🔲 personal check #	
made payable todeposit.	(escrow account a	as indicated in terms and conditions) as non/refundable
other		_ in accordance with terms herein provided.
RECEIPT PROVIDED BY		
	\$% X%	
CO-OP REAL ESTATE /BROKER FIRM		
	ByceAUCTION, LTD dba	a ByceREALTY
CO-OP AGENT / BROKER	Youngstown, Ohio 44505	5
PHONE	330.747.7000	
	877.Bid.Last (877.243.52 info@byceauction.com	278) fax 330.747.7004 byceauction.com
		2,000.00000

CONSUMER GUIDE TO AGENCY RELATIONSHIPS Byce Realty, Expires 12/31/2021

We are pleased you have selected <u>Byce Realty</u> to help you with your real estate needs. Whether you are selling, buying or leasing real estate <u>Byce Realty</u> can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you:

Representing the Sellers: Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose, material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. Also, in rare circumstances, a listing broker may offer "sub-agency" to other brokerages which would represent the seller's interests and owe the seller these same duties.

Representing Buyers: When purchasing real estate, buyers usually want to be represented in the transaction, and choose to work with a real estate agent. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction. Dual Agency: Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent. Representing Both the Buyer & Seller: On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties. Working With Byce Realty Byce Realty does offer representation to both buyers and sellers. Therefore, the potential exists for an agent to represent a buyer who wishes to purchase property listed with a different agent within our company.. If this occurs, each agent will represent their own client, but Byce Realty and its managers will act as a dual agent. This would mean the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Byce Realty will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information. In the event that both the buyer and seller are represented by the same agent, the agent and Byce Realty will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contracts. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party,. If Byce Realty is not compensated by the listing broker or the seller, its compensation will be paid by the buyer, pursuant to a written agreement with the buyer. If dual agency occurs, you will be asked for your consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent from our company be assigned to represent you or you may seek representation from another brokerage. As a buyer, you may also choose to represent yourself on properties Byce Realty has listed. In that instance, Byce Realty will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know. Working With Other Brokerages: When Byce Realty lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Byce Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages. However, as a seller, you should understand that even if Byce Realty shares a fee with a brokerage representing the buyer it does not mean that you will be represented by the buyers brokerage. Byce Realty will represent your best interests as the buyers brokerage will represent the buyer. When acting as a buyer's agent, Byce Realty accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Representation of Multiple Clients: Byce Realty, and its licensee acting as Buyers Agents, may show the same property to more than one represented Buyer. If more than one represented Buyer Client desires to purchase the same property, the individual licensee showing the property to Buyer Clients will act as the Designated Agent of each Buyer Client. In this situation, Byce Realty and its individual licensees shall take no action that would be detrimental to the other Buyers Clients and will maintain each Buyer Client's confidentiality. In the event that Byce Realty is the listing company, a dual agency is also created. We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerage.

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. Because it is important that you have this information Ohio law requires that we ask you to sign below, acknowledging receipt of this consumer guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)		Name (Please Print)	Name (Please Print)		
Signature	Date	Signature	Date		

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EQ	UAL H	IOUS TUN	NG ITY

Initial:____

AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Pro	operty Address:				
Bu	yer(s):				
Sel	ler(s):				
	I. TRANSACTIO	ON INVOLVING TWO	O AGENTS IN TWO D	IFFERENT BRO	OKERAGES
Th	e buyer will be represented by	ACENTIC		, and	BROKERAGE .
		AGENT(S)			BRUKERAGE
Th	e seller will be represented by			and	
		AGENT(S)			BROKERAGE
If t			TWO AGENTS IN TH		ERAGE
rep	wo agents in the real estate brokerage resent both the buyer and the seller, c				
	Agent(s)	magers will be "dual ag	ents", which is further ex	xplained on the ba	ick of this form. As dual agents
	Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and will be working for both the buyer and seller as "dual agents". Dual agency is explained on the both of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:				
Ag	III. TRA		TING ONLY ONE REA	L ESTATE AG	ENT
	be "dual agents" representing both p form. As dual agents they will main Unless indicated below, neither the relationship with either the buyer or	parties in this transaction train a neutral position in agent(s) nor the brokera	n in a neutral capacity. D n the transaction and the ge acting as a dual agent	y will protect all p in this transaction	parties' confidential information.
	represent only the (check one) XXX his/her own best interest. Any infor				resented and agrees to represent
CONSENT I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I acknowledge reading the information regarding dual agency explained on the back of this form.				agency in this transaction, I (we)	
	BUYER/TENANT	DATE	SELLER/LANDLORD		DATE
	BUYER/TENANT	DATE	SELLER/LANDLORD		DATE