# To participate in the Real Estate portion of this Auction and become a registered bidder, please print and read this packet in its entirety.

## **BIDDER MUST:**

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1. Initial and/or sign each page of this document acknowledging that you understand the terms and conditions of the auction.
2. Complete the Bidder Information portion with all necessary info.
3. Submit a copy of your driver's license.
4. Cash bidders must submit proof of funds upon submission of your Bidder Packet.
5. If you are a bidder that requires financing to close on the property, please submit all prequal documents with this packet and you will be approved to bid after we speak with your lender.
JOHNNYS AUCTION would appreciate all bidder packets, copies of driver's license, and proof of funds to be submitted as soon as possible or at least 24 hours before the Auction date.  We will accept packets and all info on sale day as well.
EMAIL: havasujohn2020@outlook.com

Bidder's Initials\_\_\_\_\_

### **Auction Information:**

**Auction Date:** This is a LIVE and IN PERSON auction to establish a Real Estate sale price which will take place on

DATE: MARCH 23, 2025 ADDRESS 2605 SMOKETREE AVE N LAKE HAVASU CITY, AZ 86403

PARCEL # 10818028A

PREVIEW OPENS AT\_11AM\_

REAL ESTATE AUCTION TO ESTABLISH A SALE PRICE WILL BEGIN AT\_1PM\_\_

**Deposit:** Bidders are required to bring a bank letter of guarantee "proof of funds or preapproval of financing" letter from your financial institution, along with a deposit of \$10,000.00 in the form or a certified cashier's check made out to JOHNNYS AUCTION and YOUR PHOTO ID on the day of the auction. If the bidder is the winning bidder, the initial deposit is non-refundable. If the winning bidder fails to or refuses to execute the purchase agreement in a timely manner or fails to complete the purchase for any reason, the bidder will forfeit the initial deposit as liquidated damages. The winning bidder will execute a purchase agreement immediately after the Auctioneer says "Sold".

#### Non-winning bidders will immediately get their deposit check back.

**AS-IS:** This property is being sold AS-IS, WHERE-IS, HOW-IS with no warranties. The property sells without contingencies. All information provided, including acreage and dimensions, is believed to be correct but is neither warranty or guaranteed. The property is sold subject to easements, rights of way, zoning and restrictions of record. Bidder agrees that no Employee, Person, Representative, Agent, Broker, or Seller has made any representation related to zoning, adverse physical conditions, environmental issues, suitability for any use, or any other property or legal representation related to the offering(s). The Bidder must conduct their own due diligence and investigations on any of the issues material to the Bidder and/or property.

Bidder's	Initials	

**Buyer's Premium:** A 10% buyer's premium will be added to the final hammer price. Example: If your bid is \$100,000.00, the total sale price will be 110,000.00 plus closing and any other applicable real estate costs. For the winning bidder, any additional buyer's premium exceeding the \$10,000.00 deposit will be due to JOHNNYS AUCTION in the form of a cashier's check or CASH within 72 hours of the auction concluding and will be non-refundable.

**The Auctioneer Reserves the Right:** to cancel, suspend, reschedule, or extend the auction at his discretion.

**Auction Conduct/Bidding Increments:** Auctioneer reserves the right to conduct the auction in an orderly fashion without interference or nuisance. Conduct of an auction and increments of bidding are at the sole discretion of Auctioneer. In case of a dispute among competitive bidders, Auctioneer may reopen bidding to identify the high bidder or may declare one as the successful bidder. All decisions by Auctioneer shall be final.

# ANNOUNCEMENTS MADE BY THE AUCTIONEER AT THE TIME OF THE AUCTION WILL TAKE PRECEDENCE OVER ANY AND ALL PRINTED MATERIAL.

**Absentee/Phone Bids:** Auctioneer reserves the right to accept sealed bids and phone bids at the auction provided that the person submitting the sealed bid or phone bid has qualified as a Bidder.

#### ALL BIDS ARE NON-CANCELLABLE ONCE SUBMITTED.

JOHNNYS AUCTION reserves the right: to cancel any bid at the Auction that the Auctioneer considers to be fraudulent, unfair, or not made in good faith, or which could have an impact on the orderly procedure of the Auction. The Bidder understands and agrees to allow JOHNNYS AUCTION to take photos and/or audio or video recordings of the auction, of Bidder, and any related events. In addition, Bidder also understands and agrees to allow JOHNNYS AUCTION the right to utilize all materials as deemed appropriate by JOHNNYS AUCTION. These materials will remain the property of JOHNNYS AUCTION. If the winning Bidder fails or refuses to purchase the Property, then at Auctioneer's sole discretion, the second highest Bidder shall be named the winning Bidder and shall have the right to purchase the Property for the second highest Bidder's bid. Bidder agrees to indemnify and hold JOHNNYS AUCTION harmless from any claim arising out of JOHNNYS AUCTION'S use of the Property for the Auction.

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Bidder's Initials	

# **Bidder Information:**

Full Legal Name:
Driver's License Number:
Address:
Phone Number:
Email Address:
Buyer/Bidder's Starting Bid Amount:
Buyer/Bidder's starting bid DOES NOT include the 10% buyer's premium.
Buyer/Bidder understands that the 10% buyer's premium will be added to the final bid or "hammer price" at the time of the auction.
By signing this Bidder Registration Agreement, Bidder acknowledges that Bidder has read and understood the above terms and conditions governing the sale of the real estate at public auction and agrees to be governed by each and all of them.
Bidder's Signature:
Date:
Please submit this completed Bidder Registration Agreement, copy of driver's license, and proof of funds at least 24hrs before the Auction Date.
IF NEEDED WE WILL ACCEPT ALL INFO AND PACKETS WILL BE AVAILABLE FOR COMPLETION ON AUCTION DAY.
Send To: havasujohn2020@outlook.com
BUYER HAS PAID THE DEPOSIT IN THE AMOUNT OF
THIS DEPOSIT IS NON REFUNDABLE TO THE HIGHEST SUCCESSFUL WINNING BIDDER.
THE DEPOSIT IS RETURNED TO THE BIDDER IF THE BIDDER IS NOT THE WINNING BIDDER.
RETURN OF THE DEPOSIT RECEIVED BY BIDDER