



EXHIBIT "A"
TERMS AND CONDITIONS

The Estate of C.W. Barrett – 1992 Rome Road - Calhoun, Gordon, County, GA
Thursday, December 5 @ 2:00 pm

These "Terms and Conditions" supersede all other printed and oral statements and will be attached to and become a part of the Real Estate Sales Contract as Exhibit "A", which will prevail over this document and any other agreement between the Buyer and Seller.

CONDITIONS OF SALE: Dempsey Auction Company (Auctioneer/Broker) has entered into a contract with the CW Barrett Estate (Seller), **TO OFFER AT ABSOLUTE AUCTION**, certain parcels of real estate consisting of 146+/- Acres of Land, a Brick home, Store Building, and several other buildings located at 1992 and 1966 Rome Road Calhoun GA along with and including a 2002 Ford Ranger Pickup, 2012 Ford Mustang GT Convertible and ALL Personal Property.

All property, real and personal, is selling "**AS IS, WHERE IS**" and being conveyed by Seller as provided for below. It is offered for sale and sold "**AS IS**" and WITH ALL FAULTS, IF ANY without representation or warranty of any kind as to the condition. No warranties, either statutory or otherwise, expressed or implied, including those as to the fitness for a particular use or purpose, habitability, merchantability, or environmental condition including, but not limited to, any hazardous substances, hazardous waste, petroleum or petroleum by-products (collectively Hazardous Materials), concerning the property are given by the Auctioneer or Seller. Neither the Auction Company nor the Auctioneer makes any representation concerning the property whatsoever. All bidders acknowledge and agree by their participation in the Auction, that he/she has inspected the Property and is not relying on any warranty or representation of the Seller, Auctioneer or any agent thereof. For compliance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, interested purchasers have been afforded ten a (10) day inspection period prior to the auction for assessment of possible lead-based paint hazards.

As announced and advertised, this property sells **ABSOLUTE to the highest bidder regardless of price** Dempsey Auction Company reserves the right to offer the property in any manner that produces the most favorable outcome for the seller including holding individual tract bids and bids for combinations of tracts until the property has been offered as a whole and no other real estate bids have been made.

All decisions of the Auctioneer shall be final, including the increments of bidding, disputes among bidders, or any other issues that might arise before, during, or after the auction. All bidders must register and obtain a bid number in order to participate in the bidding process.

RESERVATIONS & RESTRICTIONS: The real estate will be sold subject to any and all restrictions, public utilities, encroachments, zoning ordinances, easements, Gordon County regulations, protective covenants, any existing rights of way and all other matters of record.

PAYMENT: A 10% Buyer's Premium will be added to the Bid Price on all property to arrive at the final purchase price. The purchaser will be required to sign the Real Estate Sales Contract and pay a non-refundable earnest money deposit equal to 10% of the final purchase price immediately following the Auction. This payment may be made with either a personal or company check. This deposit will be held in a non-interest-bearing escrow account under the control of Dempsey Auction Co. No disbursements will be made from this escrow account until closing or otherwise in accordance with this agreement. In the event the purchaser fails to close and pay his/her balance when due, the deposit may be retained by the Seller and Auctioneer as liquidated damages in addition to any other remedies available to the Seller and Auctioneer.

ONLINE PURCHASER'S PAYMENT: At the close of the auction, successful online bidders will be emailed a sales contract package to execute and return to Dempsey Auction Co. Successful online bidders will deposit 10% of the Contract Price plus a project development fee as earnest money in the form of cashier's check or bank wire transfer with Dempsey Auction Co within 24 hours of receipt of the contract package. The entirety of the remaining balance is due at closing as stipulated in the "Terms and Conditions". Purchaser shall be responsible for all wire transfer fees. Successful online high bidders not executing and returning their contract with earnest money deposit within 24 hours of receipt will be considered in default and subject to an Administrative Fee as outlined on the online bidding site and other remedies available as a matter of law. **Administrative Fees are non-refundable.**

TECHNICAL SOFTWARE ISSUES: NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR THE AUCTION COMPANY SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Dempsey Auction Company is providing online bidding as a service to Bidder. The bidder acknowledges and understands that this service may or may not function correctly on the day of the auction. Under no circumstances shall Bidder have any kind of claim against Dempsey Auction Company or anyone else if the internet service fails to work correctly. Dempsey Auction Company will not be responsible for any missed bids from any source.

DEFAULT: In the event a winning online bidder fails to submit the signed "Sales Contract" and deposit earnest money as provided in the pre-stipulated Terms and Conditions, the winning online bidder will be charged an administrative fee of \$2,500 on the credit card provided at auction registration. Additional default remedies are reserved by Dempsey Auction Co and the Sellers as provided in the Terms and Conditions & Sales Contract.

SURVEY: Purchaser shall pay a survey fee of \$800.00 per tract which will be added to the contract for each tract purchased. This property is being sold according to registered surveys of record currently recorded in the Office of the Clerk of Superior Court of Gordon County in Plat Book 61 Pages 276, 280, 281, 282, & 283 respectively.

CLOSING: Closing shall take place within 30 days of auction, in accordance with the Real Estate Sales Contract, or on a date mutually agreed upon by the Seller and Purchaser(s) in writing. **The purchaser shall pay a closing fee of \$500.00 which will cover the cost of closing and title search.** All other costs including, but not limited to, additional attorney's fees for buyer specific costs, Recording and Handling Fees, Deed Transfer Taxes, Title Insurance, Lender fees, Loan Origination Fees, etc., will be at the Purchaser's expense. The closing will be conducted by the Law firm of Brumlow, Corwin & Delashmit 1287 Curtis Parkway SE, Calhoun GA 30701 – 706.625.0872. **The Seller will provide an Executor's Deed at closing.**

POSSESSION: Purchaser(s) will be granted possession of real estate at closing after the delivery of the deed.

TAXES: The Real Estate property taxes will be paid by the seller for 2024 and any previous unpaid amounts; the entire tax amount for 2025 shall be the responsibility of the purchaser. If any additional taxes are assessed resulting from the change of use by the purchaser, the adjusted taxes shall be the responsibility of the purchaser. All Personal property will be subject to Gordon County Sales tax in the amount of 7%. Sales tax exemption is only available to bidders with a current and valid resale tax certificate in their possession and presented to Dempsey Auction Company at the Auction site on the date of the auction. Sales tax will not be refunded at a later date.

AGENCY: The Auctioneer is acting as agent for the seller only in this transaction and is to be paid a fee pursuant to a separate written agreement between seller and the Auctioneer. The Auctioneer is not acting as an agent for the purchaser in this transaction even though the buyer is paying a commission in the form of a buyer's premium. Any third-party broker is not a sub-agent of the Auctioneer. **Dempsey Auction Company is the "Agent of the Seller" and our fiduciary duties of loyalty and faithfulness are owed to the Seller.**

BUYER'S NOTE: Dempsey Auction Company and the Seller reserve the right to amend any terms or conditions of the auction by announcing such amendments prior to or during the auction. All information published, announced or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the Seller or the Auctioneer. The Auctioneer makes no warranty or guarantee as to the accuracy and/or completeness of any information. Personal on-site inspection of the property is recommended. The failure of any bidder to inspect, or to be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer, or earnest money after its opening tender. Any and all announcements made from the auction stand take precedence over all other verbal, printed, announced and/or distributed information.

METHOD of SALE: Tract 1C which is the brick home, Garage, Outbuildings, and 7.996 acres of land will be offered first by the Dollar. Then the store building located at 1966 Rome Road with .505 acres of land will be offered by the dollar. After the house tract and store have been contracted the balance of ALL land will be offered by the tract high bidder's choice by the acre. After the conclusion of the real estate auction ALL personal property will be offered.

NOTE: This auction is being recorded by audio and/or video in its entirety for legal purposes and attendees acknowledge and consent to the same.

I have received, read, understand and agree to the information in these "Terms and Conditions" which will become a part of the sales contract and will hereafter be attached and included as Exhibit "A".

I have received, read, understand, and agree to the information in these "Terms and Conditions". By signing these Terms and Conditions, you hereby agree to adhere and abide by any and all provided, printed, and advertised Terms and Conditions for this auction. Any announcement from the auction stand shall take precedence over any printed or advertised material.

Date: _____

Signed: _____