

REAL ESTATE TERMS AND CONDITIONS

These Terms and Conditions apply to Foreclosed Homes, Land and all Real Properties owned by one or more selling entities (hereinafter "Seller" which shall include the selling entity, any parent company, subsidiaries, or affiliated companies). The Sellers of the Properties have instructed Auctioneer (hereinafter "AAN") to auction the listed property to Prospective Purchasers who register according to the Terms and Conditions set forth below will be known as "Bidder(s)".

BIDDING: All Bidders are required to preregister in order to bid during the Auction. There is no fee to register.
AGENCY: AAN is not acting as an Agent for any Bidder in any capacity, and is acting exclusively as the Sellers Agent.

PAYMENT: All AAN Real Estate is considered a "cash transaction" and no financing is offered. Payment can be made with Master Card, Visa, Discover, Cashier's Check, or Bank Wire Transfer.

BUYERS PREMIUM: A Ten Percent (10%) Non Refundable Buyers Premium is in effect.(Percentage is calculated on, and added to the Winning Bid Price, which together equals the Total Sales Price.)

DOWN PAYMENT: A Twenty Percent (20%) down payment (based on Total Sales price) is due at the time of your Winning Bid. (This amount includes the 10% Buyers Premium) This Down Payment is Non Refundable. Winning Bidder has 15 business days to pay the remaining balance via cashier's check or bank wire, unless a longer timeframe is specifically noted otherwise during the Auction. If all funds to complete the Total Sales Price are not received by AAN within the time frame specified, AAN will declare the Bidder to be in default. In the event of such declaration, the Winning Bidder's bid shall be null and void and AAN and the Seller shall have no further liability or obligation whatsoever to that Bidder. Bidder will forfeit the Property, Buyers Premium, and Down Payment. Additionally, AAN and Seller reserve the right to immediately, and without further notice, put the Property back up for Auction or sale. IF YOU DID NOT DO YOUR DUE DILIGENCE AND ARE NOT PREPARED TO PAY WITHIN THE ALLOTTED 15 DAYS, PLEASE DO NOT BID!

DUE DILIGENCE: All Real Estate is sold "As Is, Where Is", and it is the Bidders responsibility to do their Due Diligence prior to Bidding. Winning Bidders represent and warrant: that they are purchasing the property relying solely on their own due diligence and/or independent inspection, analysis, evaluation or appraisal of the Property in its existing "As Is, Where Is" condition with all faults and limitations; has fully examined, or has had the opportunity to examine the property , its condition or any other matter regarding the property or its Tenants; has not relied upon any oral or other representations, promises, or statements from AAN, Seller or any of its employee's, agents or affiliates. Bidders are encouraged to: fully investigate public records and all other matters which may disclose information relative to the property; Personally Inspect Property or get professional guidance.

INSPECTION: No Bid or Sale is contingent upon the inspection of the property. It is Bidders sole responsibility to request access to the property for any inspections. Should Bidder personally inspect, or have a representative inspect any properties offered through AAN, its Agents, or Affiliates, Bidder assumes all risks associated with such inspection and agrees to hold AAN, Seller, its agents or affiliates harmless from any and all claims.

_____ Initials _____ Initials

REPRESENTATIONS: AAN does its best to show video, pictures, and generally describe the property, but any information provided by AAN regarding the condition, square footage, appliances, number of rooms, floor plan, lot size, utilities, homeowners association, building codes, permits, zoning, market value, previous sales, taxes, and rental income or expenses are approximations only and for informational purposes only. AAN is not an appraiser, contractor, or inspector and we do not provide advice in such areas. AAN makes no representations or warranties as to the accuracy or completeness of any information contained on the AAN television Auction, AAN website, in any email, brochure, or otherwise made available by AAN or Seller. AAN, its Employees, Agents or Affiliates shall not be liable for any allowance, adjustment, or revision based on the failure of any of the above to conform to any specific standard.

ADDITIONAL REQUIREMENTS: Winning Bidders will be required to execute and return within 3 days of receipt, an "As Is Purchase and Sale Agreement" for the Total Sales Price that has additional terms, conditions, and disclosures relating to the real estate purchase as well as sign paperwork with the Closing Agent/Title Company to complete the transaction and properly convey title to Bidder(s). Bidders that have not signed and returned our Terms & Conditions may be subject to being "bumped" by Bidders that have previously returned Signed Terms and Conditions. Complete Terms and Conditions are posted on our website, AANTV.COM and may be returned via email to: realestate@aantv.com , via fax: 727-362-1426 or via mail to: AANTV Real Estate Dept. 289 34th Street N. St. Petersburg, Fl. 33713. If you do not have internet access, please notify us immediately and we will mail you a copy.

CALLS RECORDED: To maintain the highest level of service, AAN records all phone calls. Bidders hereby agree that verbal authorization shall be binding for all bid Terms and Conditions disclosed.

CLOSING: After executing the "As Is Purchase and Sale Agreement" and purchase documentation, Winning Bidder(s) will be contacted by a Closing Agent/Title Company who will facilitate the closing process with Winning Bidder(s). Winning Bidders are responsible for all closing costs and fees, including, but not limited to, recording fees, title insurance, closing fees, documentary transfer taxes (or other taxes), pro-rations, and if applicable, any Association Fees. In the event of a Winning Bid on vacant land only, there are no closing costs or fees charges to the Bidder.

ATTORNEY'S FEES & VENUE: If any legal action or other proceeding is brought for the enforcement of any provision of these Terms and Conditions, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of these Terms and Conditions, AAN shall be entitled to reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or it may be entitled.

The validity, interpretation, enforcement and effect of these Terms and Conditions shall be governed by the laws of the State of Florida, and the parties agree that Pinellas County, Florida shall be the venue for any lawsuit filed in connection herewith. Captions and paragraph headings are for convenience only and are not substantive provisions hereto.

_____ Initials _____ Initials

ARBITRATION: Solely at AAN'S discretion, AAN may require that all disputes, controversies, or differences between the parties arising out of or related to this Agreement shall be resolved through binding arbitration. If AAN elects not to use arbitration, the parties hereto agree that the provisions of the above Sections entitled "Attorney Fees & Venue" shall control as to the jurisdiction and venue of any legal action concerning this Agreement. If AAN requires an arbitration to resolve any disputes, controversy, or differences between the parties arising out of or related to these Terms and Conditions, the arbitration shall occur in Pinellas County Florida. Arbitration shall be conducted by a single arbitrator in accordance with the then-current commercial arbitration rules and supplementary procedures for commercial arbitration of the American Arbitration Association ('AAA'). Any discovery shall be conducted in accordance with the laws of the State of Florida. The arbitrator shall be selected by mutual agreement of the parties, or failing such agreement, shall be selected according to AAA rules. Judgment upon any arbitrator's award may be entered in any court of competent jurisdiction. The parties hereby consent to such court's jurisdiction.

SEVERABILITY: Should any provision of these Terms and Conditions for any reason be declared invalid, such a decision shall not affect the validity of the remaining provisions which shall remain in full force and effect as if these Terms and Conditions had been executed with the invalid provision eliminated.

By registering as a Bidder and placing bids on any real estate, Bidder(s) understands and agrees to these Terms and Conditions. AAN reserves the right to update or amend its Terms and Conditions from time to time prior to Auction. AAN may require Bidder(s) to execute new Terms and Conditions on any subsequent bids. All Terms and Conditions executed by Bidder(s) will remain on file with AAN and will be binding and valid for all subsequent bids unless superceded by new Terms and Conditions. In the event of any disputes, controversies, or contradictions with any prior Terms and Conditions, the terms of the most recently signed Terms and Conditions will prevail. Documents executed via Facsimile or scanned and transmitted electronically shall be considered the same as the original signatures for these Terms and Conditions and all matters relating hereto.

Signature-Bidder/Buyer	Date	Signature-Bidder/Buyer	Date
(Print Name)_____		(Print Name)_____	

Email	Phone
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Mailing Address