

# **BIDDER REGISTRATION**

## **REAL ESTATE AUCTION WCC PROMOTIONS LLC PROPERTIES PAINTERS RUN ROAD JUNE 3, 2017**

The undersigned bidder (the "Bidder") hereby registers with Harry Davis, LLC (the "Auctioneer" or "Broker") to bid at the above auction (the "Auction") of the three properties of WCC Promotions LLC situate on Painters Run Road, in the Township of Upper St. Clair and the Municipality of Mt. Lebanon, Allegheny County, Pennsylvania (the "Properties") and acknowledges and agrees to be bound by the following terms and conditions. The Properties are being offered for sale by the owner WCC Promotions LLC ("Seller").

1. Bidding Procedures. The Properties are being offered for sale at absolute auction for cash with no financing contingencies to the highest bidders as a package only. Immediately following the Auction the winning bidder ("Winning Bidder") will be required to enter into the Purchase and Sale Agreement with Seller in the form posted on Auctioneer's website, [www.harrydavis.com](http://www.harrydavis.com) (the "PSA Agreement").
2. Deposit. All Bidders will be required to post a deposit (the "Deposit") by cashier's check payable to Harry Davis LLC (the "Auctioneer") at the time of registration in the amount of Twenty Thousand Dollars (\$20,000) (the "Deposit"). The Deposit by the Winning Bidder will be irrevocable and will be applied toward the purchase price on closing or as otherwise provided in the PSA. The Deposits of all other bidders will be returned following the Auction.
3. Closing; Payment of Balance of Purchase Price; Possession. Closing on the Properties will occur ten (10) days following the Auction at the time and place designated in the PSA unless otherwise mutually agreed upon by Seller and the Winning Bidder. The balance the purchase price shall be payable at closing by cashier's check or by wire transfer of immediately available funds to an account designated by Seller. Possession of the Properties will be given at closing.
4. Title. Title to the Properties is to be good and marketable and conveyed by deed of special warranty in the form attached to the PSA, free and clear of all liens and encumbrances, except as specifically provided in the PSA, insurable by a licensed title insurance company at regular rates all as provided in the PSA Agreement.
5. Taxes and Costs. All transfer taxes shall be divided equally between Bidder and WCC. Real estate taxes will be pro-rated between Bidder and WCC on a calendar or fiscal year basis whichever is applicable. Buyer will be responsible for title examination, title commitment, title insurance, recording fees and the reasonable charges for closing services and disbursements made on behalf of Buyer as particularly provided in the PSA.

6. Bidder Acknowledgments Re Inspection and Investigations of Properties; No Warranties.

(a) Bidder acknowledges that Bidder has inspected the Properties and conducted such other investigations before registering to bid at the Auction as Bidder deemed necessary or desirable. Bidder is relying solely on its own inspection and any other investigation made by Bidder with respect to the Properties and is not relying on any oral statement, written documentation or other information concerning the physical condition of the Properties made or furnished by the Auctioneer or WCC, or any agent, employee or representative of the Auctioneer or any third party and that Seller or Auctioneer are not liable for or bound by, any express or implied warranties as more particularly set forth in the PSA;

(b) Bidder acknowledges that the Properties are being offered for sale in their current condition, "as-is, where-is and with all faults," and that there are no representations or warranties, oral, written, express or implied with respect to the condition of the Properties, their habitability, merchantability or fitness or use for a particular purpose as particularly set forth in the PSA.

(c) Bidder acknowledges that Bidder prior to registering to bid at the Auction has to Bidder's satisfaction investigated all matters with the municipalities where the Properties are located pertaining to zoning and use of the Properties.

7. Conflict with PSA. If there is any conflict between the terms and conditions of this Bidder Registration and the PSA the terms and provisions of the PSA shall prevail.

**Bidder must verify to Bidder's own satisfaction all conditions and descriptions of the Properties prior to bidding at the Auction.**

**Bidder acknowledges receipt of a copy of this Bidder Registration and a copy of the PSA Agreement, has read both the Bidder Registration and the PSA Agreement, understands the terms and conditions in both and agrees to be bound by all of the terms and conditions set forth above and any terms of sale announced at the commencement of the Auction and if a Winning Bidder all of the terms and conditions of the PSA Agreement.**

Date: \_\_\_\_\_ Bidder Name: \_\_\_\_\_

Bidder # \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

