

# TELEPHONE AND ELECTRONIC BIDDER'S AGREEMENT FOR REAL ESTATE

**Auction Sale Date:** July 23, 2022

**Bidders Number:** \_\_\_\_\_

**Pinellas County Parcel Number:** 30-29-16-70326-200-2700 & 30-29-16-70326-200-2703

**Property Address:** 2266 Lancaster Dr, Clearwater, FL 33764

This auction is subject to the following terms and conditions. By signing this document, you are agreeing to each and every term and condition contained herein.

1. You must register and receive the Bidder's card to be eligible to bid at this auction sale.
2. In the event of a "Tie Bid", the Auctioneer will re-open the bidding between those two people only. Auction personnel may bid for their own personal use, and/or may be transmitting telephone or electronic bids on behalf of clients throughout the sale.
3. All Bidders agree to incorporate the terms and conditions contained in this document into the Memorandum of Sale. All Bidders appoint American Heritage Auctioneers, LLC., and their employees or representatives as attorney-in-fact for the sole purpose of executing the Memorandum of Sale for their purchase.
4. All Bidders agree to allow American Heritage Auctioneers, LLC., to subscribe their Bidder's number to said Memorandum of Sale to stand in place of their individual signature. Said Bidder's number shall have the same effect as if the individual Bidder had previously subscribed his signature to the Memorandum of Sale.
5. Payment must be made in accordance with advertised terms.
6. All terms of sale posted on the auction premises, printed in sale brochures, forms, signs, publicly announced, or otherwise published are incorporated herein by reference.
7. Auctioneer hereby reserves the right to change the foregoing terms of conduct and enforcement of sale by announcement, written or oral, and such change or changes binding on any Buyer by constructive notice, by virtue of this clause including but not limited to the cancellation, postponement, terms of sale, or change of property configuration, etc.
8. In the event of any dispute over any matter during the conduct of the auction, the Auctioneer shall resolve it, and his decision will be final.
9. Attorneys Fees, Governing Law and Venue: In any litigation brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to other damages, his attorney's fees and court costs incurred in said litigation. This Agreement shall be governed, construed and enforced under the laws of the State of Florida. The parties agree that any action or proceeding to enforce or construe the terms of this Agreement shall be brought in the court of the appropriate jurisdiction in Pinellas County, Florida, the parties hereby submitting to the in personam jurisdiction of said court.

***By affixing my signature below, on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, I hereby agree to this entire agreement.***

Bidder's Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_ Facsimile: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

**AMERICAN HERITAGE AUCTIONEERS, LLC TELEPHONE AND ELECTRONIC  
BIDDER'S AGREEMENT "ADDENDUM TO BIDDER'S AGREEMENT"**

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**Required Earnest Money Deposit:** \$25,000.00

*The agreement to accept Bidder's participation by telephone or electronic messaging in the herein identified Real Estate Auction is subject to the following terms and conditions. By signing the Bidder's Agreement For Real Estate furnished herewith and this agreement, you are agreeing to each and every term and condition contained herein, in addition to the terms and conditions of the Bidder's Agreement and the Terms and Conditions announced by the Auctioneer at the auction sale.*

- 1.** In order to pre-register you must fill out this "ADDENDUM TO BIDDERS AGREEMENT" and furnish an active telephone line or electronic messaging address (provide this information below) to be used at time of the auction. All funds for this transaction shall be in U.S. dollars.
- 2.** Prior to auction date, you must furnish the above referenced deposit payable to **American Heritage Auctioneers, LLC, Trust Account via the following methods.** **1) Wire Transfer:** When we receive these executed documents, we will contact you with our wire instructions. **2) Personal or Business Check:** Your Personal or Business Check will not be deposited unless you are the winning bidder. If you are not the winning bidder, your check will be mailed to you the next business day via US Mail or if wired, we will wire the deposit back to you minus our bank fees and once we receive your wire instructions. This deposit will be used as the deposit or a portion of the deposit for purchase of the property.
- 3.** The telephone line or electronic messaging address must be manned at the time of auction to allow free flow of bidding sequence and requests for additional bidding authority from an American Heritage Auctioneers, LLC personnel.
- 4. Time is of the essence in the performance of all obligations under this Agreement.** Upon your bid being the successful highest bid, you appoint and authorize American Heritage Auctioneers, LLC as your agent, to sign the required documents needed to establish the winning bid at the close of the auction, as per the Bidder's Agreement. In addition, you agree to acknowledge the amount of your winning bid and the terms of the sale by executing and delivering via email, facsimile or any other means to American Heritage Auctioneers, LLC, a copy of the executed Contract for Sale and Purchase prepared by American Heritage Auctioneers, LLC which will be forwarded to you via email, text or facsimile, immediately after the close of the auction sale. This Agreement may be executed in counterparts. Electronic copies of the parties' signatures to this Agreement will suffice as originals. You agree to pay for any additional amount due and payable as a deposit over and above your initial deposit made prior to the auction in accordance with the published terms of sale. You may mail a check or wire transfer the additional deposit due the next business day.
- 5.** You agree to be bound by the understanding reached by American Heritage Auctioneer, LLC as to your last bid authority following the telephone or internet communication established and maintained during the auction.
- 6.** You hold harmless American Heritage Auctioneers, LLC and its agents, employees, officers, and designated personnel from all liability or loss caused as a result of premature telephone line or internet disruption and/or loss of contact occurring during auction.
- 7.** Failure to complete the purchase will result in the forfeiture of the deposit.

***By affixing my signature below on this \_\_\_\_ day of \_\_\_\_\_, 202\_, I hereby agree to the entire agreement.***

Bidders Signature: \_\_\_\_\_ Bidders Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Bidders Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Bidders Fax Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Bidders Email Address: \_\_\_\_\_