



REAL ESTATE AUCTION

**Luxury 4 Bedroom 2.5 Bathroom Westin Residences Condo in Virginia
Beach, VA 23462**

4545 Commerce Street; Unit 3304, Virginia Beach, VA 23462

Thursday, June 8th at 4:30 PM EDT

Property Tour: Thursday, June 1st at 4:30 Sharp.

Agent/Broker Registration is required, please register [here](#).

For Information Contact: Blue Box Auction Gallery, 757-550-0285

Sell With Zero Powered by Blue Box Auction Gallery Virginia License #1086

Visit us on the Web at: www.BlueBoxAuction.com or www.SellWithZero.com

In Cooperation with Licensed Virginia Auctioneer John Nicolls #1552 with Nicholls Auction Marketing Group
and Licensed Virginia Realtor Alex Perecko with RE/MAX Virginia Beach.

Why SellWithZero?

Better results. Your terms. Your schedule. Saving you thousands.

[SellWithZero](#), powered by [Blue Box Auction Gallery](#), is a program designed to help you, the seller, achieve the best results using our proven system.

We have licensed real estate agents, licensed auctioneers, and marketing experts working together to meet your goals.

With our program, you will avoid any costly repairs, avoid real estate agent fees, and avoid contingencies, saving you thousands.

We will solve your problems. From selling real estate to cleaning out and downsizing services, we can sell the contents of the house, vehicles, fine art, and special collections.

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<u>Property Location</u>	4545 Commerce Street, Unit 3304, Virginia Beach, VA 23462
<u>Date & Time</u>	Thursday June 8 th at 4:30 PM EDT
<u>Property Tour</u>	Thursday June 1 st at 4:30 PM SHARP, reservation required. Registration is required, please register here . Please contact Blue Box Auction Gallery for more information. 757-550-0285.
<u>Description</u>	<p>The Luxury 4 Bedroom 2.5 Bath Westin Residences Condo in Virginia Beach, VA is an incredible place to live. Situated on the 33rd floor, offering breathtaking sunrise ocean views from your private balcony. The condo is part of an exclusive building, ensuring a high-end living experience.</p> <p>One of the standout features of this location is its proximity to the Town Center area. You can conveniently walk downstairs and find yourself surrounded by a vibrant atmosphere with excellent options for shopping, dining, and theater. Whether you're looking to explore the local boutiques, indulge in gourmet cuisine, or catch a live performance, the Town Center has it all.</p> <p>Living in the heart of Virginia Beach provides easy access to the area's beautiful beaches, where you can enjoy sunbathing, swimming, and various water sports. Additionally, Virginia Beach offers a range of outdoor activities, including hiking, biking, and golfing.</p> <p><i>Live On-Site Auction w/Live Real Time Online Simulcast Bidding for Your Convenience.</i></p> <p>Address: 4545 Commerce Street, Unit 3304; Virginia Beach, VA 23462</p> <ul style="list-style-type: none">• Luxury 4 Bedroom 2.5 Bathroom Luxury High Rise Condo• This home measures 2,777 +/- sf. and features an open floorplan; luxury finishings; hardwood and marble flooring; natural gas fireplace; two private balconies; and views galore as it is located on the 33rd floor. On clear mornings you will have a beautiful view of the Atlantic Ocean.• Private Residence Entrances and Amenities• Covered Garage Parking with 2 designated spaces• Intercom and Security System• Heating: Electric Heat Pump and Central Air• Public water, sewer & gas; electric water heater• One of the standout features of this location is its proximity to the Town Center area. You can conveniently walk downstairs and find yourself surrounded by a vibrant

atmosphere with excellent options for shopping, dining, and theater. Whether you're looking to explore the local boutiques, indulge in gourmet cuisine, or catch a live performance, the Town Center has it all.

- Close to I-264 for quick and easy access to Virginia Beach and Norfolk
- Tax Map: 147744; Deed Book: 75104108; Zoning: R-1; Yearly real estate taxes: \$13,246; Home was built in 2007 & has a brick exterior; **WE GUARANTEE A FREE & CLEAR DEED**
- Monthly condo dues: \$947.79
- **Only \$750,000 Starting Bid!!**

Earnest Money

\$25,000 deposit due immediately after confirmation of final bid and the balance due at closing within 30-45 days. Deposit must be in the form of a cashier's check or certified check (US Funds) made payable to yourself.

Closing

Closing is to take place on or before 30-45 days from the date of the auction. The buyer acknowledges that time is of the essence.

Broker Acknowledgment

Although not required, if a buyer has been working with a real estate agent the agent must complete the Broker Acknowledgment form. In order for the agent to be compensated, realtor representation acknowledgment forms must be completed and submitted no later than 5 PM EDT on June 7th, 2023. The Form can be found [here](#).

Auctioneers Note

All information and dimensions were derived from sources believed to be correct but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.

Can't Attend?

Can't attend the auction but still want to bid? No problem. Download our app or register to bid online during the live auction by visiting www.blueboxauction.com. Click below to download the app from the Apple Store or Google Play.



Terms & Conditions

Auctioneer's Authority on Bidding Procedures and Bidding:

Bidding Procedures: Open and verbal. Announcements made on the day of the auction will take precedence over all printed material or oral statements made. (1) Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. (2) The auctioneer reserves the right to delete or add additional properties at this discretion. (3) Blue Box Auction Gallery may act to protect the seller's reserve, as an agent of the seller, by bidding on behalf of the seller. The auctioneer has the authority, at his sole and absolute discretion, to deviate from, change, alter, or modify the bidding procedures and conduct of the auction at any time including after the commencement of the auction.

Bidding: All bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale the term "the final bid" means the highest bid acknowledged by the auctioneer and the term "purchase price" means the sum of the final bid and the buyer's premium. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid or raise which, in his opinion, is not commensurate with the value of the property being offered. The auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; record of final sale shall be conclusive. Please contact our offices for information on absentee and/or phone bidding.

Buyer's Premium: The buyer's premium shall be paid by the Buyer and will be added to the final bid on the property.

Example:	High bid on property is:	\$100,000
	Add 10% buyer's premium:	<u>+ \$10,000</u>
	Total on Sales Contract:	\$110,000

Earnest Money: The buyer, unless prior written arrangements have been made by contacting Blue Box Auction Gallery (757-550-0285), shall be required to pay a deposit of \$25,000 due immediately after confirmation of the final bid and the balance due at closing. This deposit will be held in a noninterest-bearing escrow account until settlement. Please make a cashier's check or certified check (from a US Bank/financial institution) payable to yourself and endorse it over to Blue Box Auction Gallery if you are the high bidder.

Closing: The successful buyer must sign all documents and contracts immediately after the acceptance of the final bid. The successful buyer will also be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur on or before specified dates. Closing is to take place on or before 30-45 days from the date of auction (unless prior written arrangements have been made with the auction firm). Buyer acknowledges and agrees that time is of the essence.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's tax. Real estate taxes, water, and sewer charges, if any, will be prorated as of the date of closing.

Financing: Sale of the property is not contingent upon the buyer obtaining financing.

Conditions of Default: If any conditions contained herein are not complied with by the buyer, Blue Box Auction Gallery may, in addition to asserting all remedies available by law, including the right to hold the defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payments made by such buyer, b) resell the property at public auction or privately on seven days' notice to such buyer, or c) take such other action as it deems necessary or appropriated. If Blue Box Auction Gallery resells the property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages, and all other charges due hereunder. In any event, the buyer's earnest money deposit will be retained by Blue Box Auction Gallery as liquidated damages.

State Laws: The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the state in which the auction is held. By bidding at an auction, whether present in person or by agent, by written bid, telephone, or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of such state and the federal courts sitting in such state.

Real Estate Brokers/Agents: When offered, a fee equal to a specified commission will be paid to any qualified broker who is duly licensed in the same state where the property is located, and whose properly registered client successfully buys and closes on the property. To qualify for a commission the licensed broker/agent must first register the prospective bidder on Blue Box Auction Gallery's Realtor Representation Acknowledgment Form. A registered broker/agent can only represent one buyer at each auction event. Broker/agent agrees that if the commission is reduced due to negotiations, the commission to the broker shall be 10% of the total commission earned. All forms, letters, and statements must be received no later than 5:00 P.M. (Eastern) one day prior to the auction. The commission is contingent upon and will only be paid if the Realtor Representation Acknowledgment Form is received by Blue Box Auction Gallery no later than 5:00 P.M. (Eastern) one day prior to the auction. In addition, agents must also attend the auction with their prospects and adhere to all terms.

Inspection: All property is sold "As Is, With All Faults." Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Blue Box Auction Gallery disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person or by agent, by written bid, telephone bid, or other means, constitutes an agreement by the bidder to these conditions of sale. For residences built prior to 1978, buyers waive the right to a 10 calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Based Paint and/or Lead-Based Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Blue Box Auction Gallery, its agents and subagents, and the sellers assume no liability for errors or omissions in this or any other property listing or advertising, or promotional/publicity statements and materials. All information and dimensions were derived from

sources believed to be correct but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed materials or any other oral statements made.

ADDITIONAL TERMS for THOSE PLANNING TO BID LIVE ONLINE

In addition to the above terms and conditions, please read below if you are participating and registered for LIVE ONLINE SIMULCAST BIDDING.

- Contact the auction coordinator (his or her name and contact number is on the blueboxauction.com site under the auction you are bidding on) immediately if you need additional information.
- Bidder Verification: The identity of all bidders will be and must be verified (via phone, email, or text). Bidding rights are provisional, and if complete verification is not possible, Blue Box Auction Gallery will reject the registration, and bidding activity will be terminated.
- At the close of the auction, and seller confirmation, the successful bidder will be emailed or given the contract package to execute and return to Blue Box Auction Gallery. Upon being declared the high and successful buyer, the credit card that you registered with will be charged \$500 toward your deposit. The successful bidder's remaining earnest money deposit (\$24,500) must be in the form of a cashier's or certified check (United States Bank) or wire transfer to Blue Box Auction Gallery and is due immediately. The entirety of the remaining balance is due at closing. The purchaser shall be responsible for all wire transfer fees.
- Contract Packages will be sent by e-mail or hand delivered to the high bidder, who must execute and hand deliver, email, fax, or overnight mail back to Blue Box Auction Gallery, within 24 hours of receipt. If the successful bidder does not execute and return their contract with earnest money deposit within 24 hours of receipt, they will be considered in default and subject to legal action. This is a legally binding contract.
- In the event a winning bidder fails to submit the signed 'Contract for Sale of Real Property' and deposit earnest money as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$25,000 on the credit card provided at auction registration. Additional default remedies are reserved by Blue Box Auction Gallery, and the Seller as provided in the Auction Terms & Conditions and the 'Contract of Purchase'. All administrative fees are non-refundable.
- Any reliance on the contents shall be solely at the recipient's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold 'AS IS' with any and all faults. Please review all information supplied and seek appropriate assistance prior to bidding.
- Technical 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. In the unfortunate event of a DDOS attack or server attack/shut down, the auction company reserves the right but is not required, to extend bidding time. To minimize the chance of being affected by internet or software issues, please use the "Max Bid" feature.