Halfhill Auction Group - Terms & Conditions

Halfhill Auction Group at Rector Hayden Realtors®

Jim Halfhill, Sr., Principal Auctioneer, Realtor • Kristin Halfhill-Larimore, Principal Auctioneer, Realtor • Jim Halfhill, Jr., Principal Auctioneer, Realtor

AUCTION PROPERTY: Brock Road/Old Richmond Road, Paint Lick, KY 40461. Tracts 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L & 2M per Wilmot Land Survey Sale Plat.

AUCTION START TIME: Begins Friday, December 4, 2026 at 12:00 PM EST.

AUCTION END TIME: Ends on Tuesday, December 8, 2026 beginning at 12:00 PM EST (soft close).

AUCTION SALE TYPE: The auction will be conducted as an ABSOLUTE ONLINE ONLY Multi-Parcel Style Auction, giving every prospective purchaser the ability to purchase any individual tract, or any combination of tracts, or all tracts as a whole package.

LOCATION: Auction will be a timed online only auction at www.bid.halfhillauctions.com.

PRE-AUCTION OFFERS: Pre-auction offers will be considered by the seller(s) only on the 9 parcels as a whole under the same auction terms and conditions as stated herein. Offers must be presented on proper auction documents, provided by the auction company.

TERMS OF SALE: The successful bidder(s) shall be required to enter into a **NON-CONTINGENT** auction purchase agreement immediately upon the conclusion of the auction, via electronic signatures through the Dotloop software, and make an earnest money deposit of 10% of the total contract purchase price in USD and must be received by auctioneer within 24 hours of the conclusion of the online auction(s). Earnest money deposit will be held in Rector Hayden Realtors escrow account. We accept personal, business, cashier's checks and online portal payments via Rector Hayden Realtors website on real estate sales. **The balance of the purchase price is to be paid on or before 30 calendar days,** from the date of the auction, unless otherwise negotiated with the seller. TIME IS OF THE ESSENCE**.**

CREDIT CARD AUTHORIZATION: Users will be required to make a cc authorization of $1.00 in order to bid. These authorizations will be released after the auction is completed.

CLOSING: The successful purchaser is hereby notified that they must hire an attorney to check the title and coordinate the closing with the auction company. The buyer is responsible for their own closing costs. Seller will pay for Deed preparation and property transfer tax.

BUYER'S PREMIUM: A 10% buyer's premium will be added to the high bid and included in the total contract purchase price. Example: High bid of $100,000.00 plus 10% buyer's premium = $110,000.00 contract purchase price.

PROPERTY INSPECTIONS: Public previews will be held on Sunday, November 29, 2026, from 1:00PM to 3:00PM, and Sunday, December 6, 2026, from 1:00PM to 3:00PM or by appointment. Each potential bidder is responsible for conducting, at his or her own risk, their own independent inspections, investigations, inquiries and due diligence concerning the properties.

POSSESSION: Possession will be granted with deed transfer, subject to any existing leases, tenants, or occupants, if applicable.

REAL ESTATE TAXES: Pro-rated to deed transfer date.

INSURANCE: The successful purchaser of the subject property is hereby notified that they may wish to insure their interest in the property.

LEAD BASED PAINT: Purchaser agrees to waive their right to any post sale lead based paint inspection, if applicable.

SPECIAL NOTICE: The property is offered "AS IS, WHERE IS", and with all faults, with no warranties expressed or implied of any kind. Property will be conveyed by "General Warranty" deed with no liens or encumbrances, other than existing covenants, restrictions and easements of record. Bidders should carefully verify all information and make their own decisions as to accuracy thereof before bidding. NOTE: Announcements the day of the auction take precedence over any prior information.

BIDDER'S ACKNOWLEDGEMENT: By acceptance, you, as a successful bidder agree to the terms and conditions stated herein. This document is part of the non-contingent contract of sale to purchase the property. This is a public offering open to all.

All property is sold in "AS IS, WHERE IS" condition. ALL SALES ARE FINAL! Bidder understands and agrees that no refunds, exchanges, adjustments, charge backs, etc. will be allowed or permitted. Property is available for inspection at specified times, and it is the bidder's responsibility to determine condition or fitness of purpose. Bidder's failure to inspect any item or lot will not constitute grounds for any claim, refund, adjustment or charge back, etc.

All description information has been gathered from sources which we believe to be reliable, but are not guaranteed. Auctioneer makes no warranty or guarantee of any kind with respect to condition, authenticity, provenance, source, suitability for a particular purpose, etc. Auctioneer reserves the right to change, modify or delete any item or lot or description in the auction as may be necessary.

RIGHT TO REFUSE PARTICIPATION: The Auction company reserves the unrestricted right, in their sole and absolute discretion, to deny registration, reject or decline any bid, revoke bidding privileges, remove any bidder from the auction, or otherwise prohibit participation by any

individual or entity at any time before, during, or after the auction and/or refuse or decline any bid, including any person who creates or uses multiple accounts, aliases, or other means to circumvent a prior restriction or refusal to participate. The Auction company is under no obligation to provide a reason for exercising this right, and all such decisions shall be final and binding.

SERVER & SOFTWARE TECHNICAL ISSUES: In the event there are technical difficulties related to the server, software or any other on-line auction related technologies, Halfhill Auction Group reserves the right to extend the bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE nor HALFHILL AUCTION GROUP SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information as deemed necessary by the Auctioneer.

Any dispute between Rector Hayden Realtors/Halfhill Auction Group, its agents or representatives and the buyer(s) will be tried in a court of jurisdiction in Fayette County, Kentucky. By bidding on the property, buyer agrees to all terms and conditions set forth.

Halfhill Auction Group reserves the right to alter this agreement at any time. This will take place by updating this site. Please check back and review these terms and conditions, as every time you use this site you are agreeing to the terms and conditions as they are written at that time.

BIDDER DEFAULT: Failure to complete a purchase is illegal and will result in one or more of the following: (1) Prosecution, (2) loss of bidding privileges with Rector Hayden Realtors/Halfhill Auction Group.

If a bidder at any time feels his/her username, password or bidder number has been compromised due to lack of security by the bidder, notify Auctioneer immediately.

For additional information contact Halfhill Auction Group at halfhillauctions@gmail.com or (859) 338-5764, (859) 221-9373, or (859) 333-1855.

TIME IS OF THE ESSENCE regarding all auction terms and conditions.

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Buyer **Date**

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Buyer **Date**