

**AUCTION TERMS & CONDITIONS for ONLINE REAL ESTATE AUCTION of OUR (4) RESIDENTIAL HOME SITES IN PAMLICO COUNTY:**

**Bidding Ends Tuesday, FEBRUARY 23, 2021 at 4:00 PM \***

**PROPERTIES:**

**Property # 1: 1159 NC Hwy 304, Bayboro, NC 28515 – 0.43 +/- Acre Home Site – LOT # 1`**

**Property # 2: 100 block of Cowell Loop Road, Bayboro, NC 28515 – 0.40 +/- Acre Home Site – LOT # 2**

**Property # 3: 100 block of Cowell Loop Road, Bayboro, NC 28515 – 0.40 +/- Acre Home Site – LOT # 3**

**Property # 4: 100 block of Cowell Loop Road, Bayboro, NC 28515 – 0.38 +/- Acre Home Site – LOT # 4**

**Property # 5: Luxury 35 ft. FLEETWOOD Park Home, currently set up in Harkers Island RV Resort – Buyer may continue Lot Lease or move the Park Home - **SEE SEPARATE TERMS & CONDITIONS FOR PARK HOME BELOW****

**\*OnLine Bidding ENDS Tuesday, FEBRUARY 23, 2021 beginning at 4:00 PM Eastern Time (subject to the Auto Extended Bidding Feature due to bidding activity at the closing).**

**Please read and review the following Auction Terms & Conditions for the Online Auction. When registering to bid in this Auction you are required to acknowledge that you have read and expressly agree to abide by the Auction Terms & Conditions.**

**BY BIDDING ON THIS AUCTION, BIDDER / BUYER EXPRESSLY AGREES TO ALL TERMS & CONDITIONS SET FORTH AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE PROPERTY UNDER THE FOLLOWING TERMS AND CONDITIONS:**

**1. Purchase and Sale Contract:** Each property is offered under the specific terms provided in the Contract for Sale of Real Property (aka Sale Contract). The Sale Contract is available at [www.HouseAuctionCompany.com](http://www.HouseAuctionCompany.com). Click on the “DOCUMENTS” Link located on the Auction Listing Page for each property. **Please read and review the contract thoroughly prior to bidding on any property. If you have not read and understand the Sale Contract then Do NOT Bid.** A credit card, either Visa or MasterCard is required to register and bid.

**2. AUCTION ENDING TIMES:** All House Auction Company Online Auctions are timed events with a scheduled closing time, which is subject to extended bidding due to bidding activity at the closing of the Auction. NOTE: House Auction Company Online Auctions have AUTO EXTENDED BIDDING and EXTEND ALL BIDDING features which will become active in the last 5 minutes of the scheduled bidding period. Any bid placed on ANY Property within 5 minutes of the Auction ending time will automatically extend the ENTIRE Auction for ALL Properties for an additional 5 minutes. This process will continue until there are NO bids are received on ANY of the Properties in the Auction in the final 5 minutes. House Auction Company reserves the right to reduce and/or adjust the auto extension time period.

**3. "EXTEND ALL BIDDING FEATURE Example:** If the bidding is originally scheduled to end at 4:00 pm, and ANY property receives a bid at 3:57 pm, then the bidding period for ALL Properties in Auction will automatically extend to 4:05 pm. Once this begins, anytime a bid is placed on ANY Property in the Auction with under 5 minutes remaining, an additional 5 minutes is added to the bidding period for ALL Properties in the Auction. House Auction Company reserves the right to reduce and/or adjust the auto extension time period.

**4. TERMS:** At the close of the auction, the successful bidder(s) will be emailed the Contract Package (which includes Sale Contract and related sale documents) to be properly and completely executed without modification. Successful bidder(s) shall promptly return the complete executed Sale Contract and related documents to House Auction Company by email or fax within 24 hours of receipt. Successful bidders shall deposit 15% (fifteen percent) of the Contract Purchase Price with House Auction Company in the form of bank cashier check, wire transfer, or guaranteed personal funds within 24 hours of receipt of the contract package. The entirety of the remaining balance is due at closing as stipulated in the Contract for Sale of Real Property. Instructions for wire transfer and /or cashier check transmittal will be sent by e-mail to the successful bidders. Buyers shall be responsible for all wire transfer fees related to their deposit through the entire transaction.

**5. Buyers Premium:** A 10 % Buyers Premium will be added to the bid price to determine the contract purchase price. Buyers Premium Example: Bid Price: \$100,000 - Plus 10% Buyers Premium: \$10,000 for a Total Contract Purchase Price of \$110,000.

**6. CONTRACTS:** Contract Documents will be sent by email to the successful high bidder(s) at the conclusion of the auction. Successful high bidders (Buyers) must properly execute and email or fax the executed contract and related sale documents to House Auction Company and submit the earnest money deposit within 24 hours of receipt. Contract documents are required to be fully and correctly executed without modifications. Successful high bidders not executing and returning their contract with earnest money deposit within 24 hours of receipt will be considered in default and subject to an Administrative Fee (as defined below). All Administrative Fees are nonrefundable.

**7. Auction Administrative Fee:** In the event a winning bidder fails to submit the properly signed Contract for Sale of Real Property and earnest money deposit as provided in the Terms & Conditions, the winning bidder will be charged an Administrative Fee of \$2,500.00 on the credit card provided at auction registration. Additional default remedies are reserved by House Auction Company and the Seller as provided in the Auction Terms & Conditions and the Contract for Sale of Real Property. ALL Administrative Fees are nonrefundable.

**8. Bidder Verification:** The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, House Auction Company will reject the registration and bidding activity will be terminated for an unverified bidder. Bidder responsibilities include, but are not limited to: Bidders agree to keep their user name and password strictly confidential, as they are responsible for ANY and ALL activity involving their account.

**9. Outbid Notification:** Until the auction begins to close, the bidding software will notify bidders by email when they have been outbid. Bidders may also find out if they have been outbid by refreshing the individual parcel / tract information. Due to varying internet connections and speed, sometimes email notifications can be delayed. Registered bidders expressly understand and agree that House Auction Company, MarkNet Alliance and the Seller are not responsible or liable for the failure of any part of the bidding process or internet bidding.

**10. Property Information & Inspection:** By registering and bidding in this auction, Bidder expressly acknowledges and warrants that they have personally inspected the property, or have arranged for their agent to conduct an inspection of the property, or have waived their right to inspect the property they are bidding on, and further agree to abide by the Terms and Conditions as set forth herein. House Auction Company (Auctioneer) is not responsible for any missing or incorrect information. Descriptions provided by Auctioneer are provided in good faith and are matters of opinion. It is the bidder's sole responsibility to conduct any inspections to determine the condition of the property and feasibility of bidder's intended use. By placing a bid, this creates a contractual agreement by the bidder to purchase the property at the high bid price plus Buyers Premium and any additional fees included in the closing of the real property transaction. All properties are subject to prior sale or removal from the auction.

**11. INSPECTION / PREVIEW DATES: For Residential Home Sites in Pamlico County – At Buyers Leisure & Liability during daylight hours.**

**For Fleetwood Park Home in Harkers Island RV Resort: BY Appointment Only – CALL 252-729-1162 IN ADVANCE FOR TO MAKE APPOINTMENT**

**Private showings are available if scheduled IN ADVANCE. Call 252-729-1162 to schedule private showing IN ADVANCE.**

**12. Title:** Seller will convey to the successful Buyer(s) good and marketable title to said properties by Warranty Deed subject only to permitted encumbrances.

**13. Bid Confirmation:** Property is selling subject to Seller's confirmation unless advertised as Absolute.

**14. Ad Valorem Taxes:** Current year Ad Valorem taxes (real property taxes) will be prorated between Seller and Buyer as of the date of closing.

**15. Personal Property:** This sale excludes ALL personal property located on each respective property.

**16. Closings:** Time being of the essence, these sales shall be closed on or before MARCH 25, 2021. Buyer's closing attorney shall provide the settlement statement and closing package to the Seller's Broker and Seller's closing attorney NO LATER than four (4) business days prior to the scheduled closing date for Seller's review and execution. Seller will not attend closing; however Seller will deliver closing documents to the Buyer's closing attorney to hold in trust pending Buyer's completion of the transaction. The Seller will pay for the preparation of the Deed, documentary deed stamps and Seller's prorated share of the Ad Valorem (real property) taxes. The Buyer(s) will pay for all other closing costs associated with this sale, including but not limited to preparation of the closing/settlement statements (HUD), State and local recordation fees and taxes, receiving and disbursing the funds, any overnight or regular shipping of documents, all wire transfer fees associated with Buyer's earnest money deposit and any title insurance or title search fees the Buyer desires. Real estate taxes will be prorated as of the date of closing. By registering and bidding in this auction, Buyer hereby authorizes the closing attorney, the parties' real estate agent(s) and Buyer's lender(s) to release and disclose any Buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**17. Possession:** Possession of the property shall be granted to the Buyer at closing. NO EXCEPTIONS.

**18. Agency Disclosure:** In all transactions, House Auction Company is acting exclusively as agent for the Seller, and not as buyer's agent. House Auction Company reserves the right to remove or cancel the bids or bidding rights and privileges of any party, deemed not to be in the best interest of the Seller, at any time. At auctions with reserve, the seller and/or auctioneer reserve the right to bid. On all other auctions, auctioneer reserves the right to bid on auctioneer's behalf when permitted by law.

**19. Special Note:** These properties are selling subject to (1) easements, rights-of-way, covenants, restrictions, and other matters of record, if any; (2) any easements, rights-of-way, cemeteries or other matters that would be disclosed by an accurate survey or inspection of the Property; (3) Ad valorem taxes for the current year and subsequent years; (4) leases, other easements, other restrictions and encumbrances specified in

the Sale Contract, if any, and (5) any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.

**20. Auctioneer's Discretion:** House Auction Company has full discretion to modify the date and time, order and details of the auction for any reason, including but not limited to technical issues, emergencies, and convenience of House Auction Company or the Seller. We gather aggregate information from the website, which may include but is not limited to: number of page visitors, most visited pages, and any and all correspondence. House Auction Company has the sole authority to resolve any bidding disputes as they may arise. All properties are subject to prior sale or removal from the auction.

**21. Bidder Default:** Successful Bidder not timely executing and submitting the Sale Contract and the earnest money deposit after the auction under the Terms and Conditions set forth herein, will be considered in default. Such default by the Successful Bidder will result in that Bidder's liability to both the Seller and House Auction Company. Seller shall have the right to (a) declare this contractual agreement cancelled and recover full damage for its breach, (b) elect to affirm this contractual agreement and enforce it by specific performance; or (c) resell the property either publicly or privately with House Auction Company and in such an event, the Buyer shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding costs of the property, the expenses of both sales, and all legal and incidental damages of both the Seller and House Auction Company. In addition, House Auction Company reserves the right to recover any damages separately from the breach of the Buyer. Nothing herein shall be considered a waiver of any other rights of Seller and House Auction Company at law or in equity.

**22. Server & Software Technical Issues:** In the event there are technical issues related to the server, software or any other online auction related technologies, House Auction Company, MarkNet Alliance and the Seller reserves the right to extend bidding, continue the bidding, or close the bidding. By registering and bidding in this auction each bidder automatically and expressly acknowledges that House Auction Company, the Seller, MarkNet Alliance, and the company providing the software shall NOT be responsible or liable for a missed bid or the failure of the software to function properly for any reason. Email notifications may be sent to registered bidders with updated information as deemed necessary by House Auction Company.

**23. Broker Participation:** A Broker Participation Commission of 1.5% (one and one-half percent) of the bid price (hammer price) is available to properly registered brokers whose prospect (bidder) purchases real estate in the auction and closes in full under the Terms of the Auction and the Contract for Sale of Real Property. A Broker Participation Form with complete instructions is available at [www.HouseAuctionCompany.com](http://www.HouseAuctionCompany.com). Broker must be actively licensed in North Carolina and must register their prospect no less than 24 hours prior to the scheduled closing time of the auction, using the House Auction Company Broker Participation Form and in accordance with the guidelines set

forth. House Auction Company and the Seller will not pay any commissions to brokers acting as principles. Please read and review guidelines.

**24. Disputes:** This Agreement shall be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws or principles. Any litigation or dispute arising out of this Agreement shall first be mediated before any lawsuit or legal proceeding is filed. The parties shall in good faith agree on a third party neutral mediator. The mediator shall set guidelines. The parties shall in good faith mediate the dispute and divide the cost of said mediator. All mediation shall be conducted in the County of Carteret, North Carolina and shall be subject to the mediation guidelines of the State of North Carolina. If mediation is unsuccessful then all litigation arising out of this agreement shall be adjudicated in a court of competent jurisdiction within the County of Carteret, State of North Carolina. All parties expressly agree to submit to this exclusive venue and hereby expressly waive any grounds for any alternate venue.

**25. Disclaimer:** House Auction Company and Seller have gathered this information from sources deemed reliable and believe it to be correct to the best of our knowledge. The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete. 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, WHERE-IS and with ALL FAULTS and in such condition as the property may be in as of the date of conveyance, without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, type whatsoever from, or on behalf of Seller. Further, the property is being sold subject to (i) all covenants, restrictions and easements of record; (ii) all rights-of-way and easements for street and utilities applicable to the described property; and (iii) all easements or encumbrances apparent from a visual inspection or survey of the described property. Please review all information supplied and seek appropriate assistance prior to bidding. All announcements made by the Auctioneer at the auction shall take precedence over all other previous information.

**26. Lead Warning Statement:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing. Seller has no reports of records pertaining to lead-based paint and/or lead-based hazards in the housing. Purchaser acknowledges that he/she has had a ten day inspection period prior to auction to conduct a lead-based paint hazard assessment and further waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based hazards after the auction. NCAL # 7435 & # 7889

**TERMS AND CONDITIONS OF AUCTION FOR PARK HOME – Currently Set-up in Harkers Island RV Resort:**  Please read and review the Terms & Conditions thoroughly prior to bidding. If you have not read and understand these Terms & Conditions, then DO NOT BID.

Luxury Fleetwood Park Home, currently set-up in the Harkers Island RV Resort at 288 Guthrie Drive, Harkers Island, NC 28531. Successful Buyers may continue to lease the current RV Lot where the unit is set-up, or may move the Park Home out of the park, SUBJECT TO THE TERMS of the Harkers Island RV (HIRV) Resort, Inc. RENTAL AGREEMENT and the Harkers Island RV Resort Rules & Regulations Concerning Campground Residents. The Park Home is selling subject to the Terms, Rules & Regulations of the HIRV Resort pertaining to the sale of RV/Park Homes located in the RV Resort as they pertain to the sale of the RV/Park Home and transfer of lease of the Lot where unit is located. HIRV Resort Rental Agreement are incorporated in these Terms by reference and posted on website.

**QUESTIONS ? / NEED INFORMATION: PLEASE CALL 252-729-1162**

**Location: 288 Guthrie Drive, Harkers Island, NC 28531 - ONLINE ONLY AUCTION**

**BY BIDDING IN THIS AUCTION, BUYER EXPRESSLY AGREES TO ALL TERMS & CONDITIONS SET FORTH AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE ITEM(S) UNDER THE FOLLOWING TERMS AND CONDITIONS:**

**ONLINE ONLY AUCTION - Bidding ENDS Tuesday FEBRUARY 23<sup>rd</sup>, 2021 at 4:00 PM Eastern Daylight Time, subject to the “Extend All Bidding” feature based on bidding activity at the closing. PLEASE READ & UNDERSTAND the “Auto-Extended Bidding” and “Extend All Bidding” Features which are described in these Terms & Conditions.**

A credit card, either Visa or MasterCard is required to register and bid. Nothing will be charged to your card unless you default on payment under the Auction Terms & Conditions.

**INSPECTION / PREVIEW: By Appointment - Please call 252-729-1162 to make your appointment**

**1. CATALOG:** House Auction Company (Auctioneer) has put forth every effort in preparing the catalog for this auction to provide accurate descriptions of all items. However, all items are sold AS IS, WHERE IS with any and all faults, imperfections, and errors of description. Descriptions of items are believed to be correct and are provided in good faith, but are matters of opinion and not guaranteed. All purchases are considered verified by the Bidder / Buyer as to grade, authenticity, quality and condition. The purchaser will rely SOLELY on his/her own judgment in any purchase. House Auction Company makes no representations or warranties, expressed or implied, concerning the items being sold. All Sales Are Final. No refunds or exchanges.

**2. INSPECTIONS & REGISTRATION:** All information contained herein is deemed to be from reliable sources. However, neither the Auctioneer nor the Seller guarantees this information to be correct. It is the bidder's responsibility to conduct any inspections prior to the auction to determine the condition of any item and the feasibility of the bidder's intended use. By bidding, you, the Bidder/Buyer certify that you have closely examined the item(s), have arranged for an independent agent to examine the item(s) for you, or waived your right to inspect the item(s) and further agree to abide by the Terms and Conditions as set forth herein. Please review thoroughly ALL photographs & information of all items you are bidding on - CLICK on the feature photo and navigate the photo file for each Lot in the Catalog to review the multiple photos of each item. The Auctioneer represents the Seller in this transaction. Auctioneer is not responsible for any errors or omissions in the description of any item. All announcements made by the Auctioneer during the auction shall take precedence over all other information. We reserve the right to add or delete. A credit card, either Visa or MasterCard is required to register & bid.

**3. TERMS & PAYMENTS: 10% Buyers Premium applies. Payment for the Park Home must by cash, certified bank check, wire transfer or in-state guaranteed company check or personal funds. NO Payment by credit card unless Buyer is deemed in default.** Buyer shall be responsible for bank wire transfer of \$20.00, which will be added to Invoice. Successful Bidder will be emailed their invoice following the close of Auction. Out of State Buyers must pay by cash, certified bank check or bank wire transfer. **Park Home Title held for up to 14 banking days until funds clear Escrow Account.**

**4. Payment in Full required within 48 hours from close of auction. If FULL payment is not been received by 4:00 PM on February 25, 2020, then you the Buyer, shall be considered in default and hereby authorize Auctioneer to charge the credit card provided at registration for the full invoice amount including a 15% buyer's premium on the total high bid amount. In addition, should the buyer be in default as described above, the buyer expressly authorizes House Auction Company to charge the credit card provided at registration in any increments and amounts available in multiple charge attempts in order to secure full payment. No credit card charge backs will be allowed if a bidder defaults.**



**5. Transfer Fee to H.I. RV Resort:** Success Bidder will be required to pay Harkers Island RV Resort, Inc. a \$1,500.00 Transfer Fee to transfer the Lot Lease to their name, or to remove the RV Camper from the Lot. Please review the TERMS regarding RV Camper removal in the Harkers Island RV Resort, Inc. RENTAL AGREEMENT, posted on Auctioneer's website and incorporated herein by reference.

**6. AUCTION ENDING TIME –** All House Auction Company Online Auctions are timed events with a scheduled closing time, **which is subject to extended bidding due to bidding activity at the closing of the Auction. House Auction Company Online Auctions have “AUTO EXTENDED BIDDING” and “EXTEND ALL BIDDING” features which will become active in the last 5 minutes of the scheduled bidding period. Any bid placed on any item (Lot/Parcel of Real Estate) within 5 minutes of the auction ending will automatically extend the ENTIRE auction for all items in the Auction for an additional 5 minutes. This process will continue until there are NO bids placed on any item in the final five minutes of the auction. House Auction Company reserves the right to reduce and/or adjust the auto extension time period.**

**7. “EXTEND ALL BIDDING FEATURE” Example:** If the bidding for an Item (Lot) is scheduled to end at 4:00 pm, and that Lot receives a bid at 3:57 pm, then the bidding period for ALL Lots in the Auction will automatically extend to 4:05 pm. Once this begins, anytime a bid is placed on ANY Item (Lot) in that Auction with under 5 minutes remaining, then an additional 5 minutes is added to the bidding period for ALL the Lots in the Auction.

**8. MAXIMUM BID:** When you bid MY MAX BID  the current bid price doesn't automatically go to your MAX BID. The bidding system will only bid the portion of your MAX BID amount required to place you in the lead. Then another bidder has to bid to increase the current price and the computerized bidding system will automatically bid up to your Maximum Bid in the increments specified.

**9. OUTBID NOTIFICATION:** Until the auction begins to close, the bidding software will notify bidders by email when they have been outbid. Bidders may also find out if they have been outbid by refreshing the individual parcel / tract information. Due to varying internet connections and speed, sometimes email notifications can be delayed. Registered bidders expressly understand and agree that House Auction Company, MarkNet Alliance and the Seller are not responsible or liable for the failure of any part of the bidding process or internet bidding.

**10. AUCTIONEER DISCRETION:** House Auction Company has full discretion to modify the date and time, order and details of the auction for any reason, including but not limited to technical issues, emergencies, and convenience of House Auction Company or the Seller. We gather aggregate information from the website, which may include but is not limited to: number of page visitors, most visited pages, and any and all correspondence. House Auction Company has the sole authority to resolve any bidding disputes as they may arise.

**11. CONDUCT OF THE AUCTION:** Conduct of the auction and increments of bidding are at the direction and sole discretion of House Auction Company. House Auction Company is not responsible for any missed bids either in person or online. House Auction Company reserves the right to reject any and all bids for any reason and also reserves the right to cancel this auction, or remove any item or lot from this auction prior to the close of bidding. All decisions of House Auction Company are final. In all transactions, House Auction Company is acting exclusively as agent for the Seller. At auctions with reserve, the seller and/or auctioneer reserve the right to bid. On all other auctions, auctioneer reserves the right to bid on auctioneer's behalf when permitted by law.

**12. CONTRACTUAL AGREEMENT:** By registering and bidding in this auction, the Bidder expressly indicates both an understanding and an acceptance of the Terms and Conditions of the Auction and hereby enters into a Written Contractual Agreement (Agreement) between Bidder and both House Auction Company and the Seller. By bidding in this auction Bidder expressly agrees to fully abide by the Terms and Conditions of this Agreement and is prepared to purchase the items bid on under these Terms and Conditions of the Auction.

**13. TITLE:** The Seller will convey to the successful Buyer the North Carolina Certificate of Title for the Park Home purchased. Vehicle Titles held for up to 14 banking days until funds clear Escrow Account.

**14. BID CONFIRMATION: Property is selling subject to Seller's confirmation unless advertised as Absolute.**

**15. SERVER & SOFTWARE TECHNICAL ISSUES:** In the event there are technical issues related to the server, software or any other online auction related technologies, House Auction Company, MarkNet Alliance and the Seller reserves the right to extend bidding, continue the bidding, or close the bidding. By registering and bidding in this auction each Bidder automatically and expressly acknowledges and agrees that House Auction Company, the Seller, MarkNet Alliance, and the company providing the software shall NOT be held responsible or liable for a missed bid or the failure of the software to function properly for any reason. Email notifications may be sent to registered bidders with updated information as deemed necessary by House Auction Company.

**16. (a) DEFAULT OF BUYER:** Any Successful Bidder/Buyer not paying for items within 48 hours following the close of the Auction will be considered in DEFAULT. Such Default will result in that Bidder's liability to both the Seller and House Auction Company. Seller shall have the right to: (a) declare this contractual agreement cancelled and recover damage for its breach, (b) to elect to affirm this contractual agreement and enforce its specific performance, or (c) Seller can resell the items either publicly or privately with House Auction Company and in such event, the Defaulted Bidder shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding/transporting/storage costs of the items,

the expenses of both sales, legal and incidental damages of both the Seller and House Auction Company.

**(b)** In addition, House Auction Company reserves the right to recover any damages separately from the breach of the Defaulted Bidder. The Defaulted Bidder agrees to pay all reasonable attorney fees and costs incurred by House Auction Company in the collection of funds. The Bidder also agrees that a storage/handling fee of 2% per month be added to the balance of any unpaid balance due House Auction Company. Any debt collection or dispute proceedings shall be mediated or litigated in Carteret County, North Carolina as the sole and exclusive venue. All parties expressly agree to submit to this exclusive venue and hereby expressly waive any grounds for any alternate venue.

**17.** Both the Bidder and Seller shall indemnify House Auction Company and its agents for and hold harmless House Auction Company and its agents from any costs, losses, liabilities, or expenses, including attorney fees resulting from House Auction Company and its agents being named as a party to any legal action resulting from either Bidders or Sellers failure to fulfill any obligations and undertaking as set forth in this contractual agreement.

**18. BIDDER VERIFICATION:** Bidding rights are provisional, and if identity verification is questionable, House Auction Company has the right to reject the registration, and bidding activity will be terminated. The Seller and House Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, mental fitness, etc. Bidders expressly agree to keep their user name and password confidential as they are responsible for ANY and ALL activity involving their account. When using the website you must obey any and all local, state and federal laws. Violations will result in termination of website use privileges.

**19. DISCLAIMER:** No allowance will be made for errors in cataloging, genuineness, defects, or imperfections not noted. All sales are final and a bid is a legally binding contract between the bidder and both House Auction Company and the Seller. Both the Successful Bidder and Seller shall indemnify and hold harmless House Auction Company and/or its agents for ANY and ALL costs, losses, liabilities, claims, or expenses, including attorney fees resulting from House Auction Company and/or its agents being named as a party to any legal action resulting from either Bidder's or Seller's failure to fulfill any obligations and undertakings as set forth in this Contractual Agreement. House Auction Company employees may bid on auction items.

**20. DISPUTES:** This Agreement shall be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws or principles. Any litigation or dispute arising out of this Agreement shall first be mediated before any lawsuit or legal proceeding is filed. The parties shall in good faith agree on a third party neutral mediator. The mediator shall set guidelines. The parties shall in good faith mediate the dispute and divide the cost of said mediator. All mediation shall be conducted in the County of Carteret, North Carolina and shall be subject to the mediation guidelines of the State of North Carolina. If mediation is

unsuccessful then all litigation arising out of this agreement shall be adjudicated in a court of competent jurisdiction within the County of Carteret, State of North Carolina. All parties expressly agree to submit to this exclusive venue and hereby expressly waive any grounds for any alternate venue.  
NCAL # 7435 & # 7889

**21. HIRV Rules & Regulations:** Below are the HIRV Resort Lease Agreement with Terms, and the HIRV Resort Rules and Regulations:

**Harkers Island RV Resort, Inc.**

288 Guthrie Drive

Harkers Island, NC 28531

Ph: 252-725-0820 or info@harkersislandrvresort.com

**RENTAL AGREEMENT**

Date: \_\_\_\_\_

Lessor: Harkers Island RV Resort, Inc.

Lessee: \_\_\_\_\_

Address: \_\_\_\_\_

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

HomePh: \_\_\_\_\_ WorkPh: \_\_\_\_\_

Email: \_\_\_\_\_ CellPh: \_\_\_\_\_

This is an agreement to rent space (and no bailment is created thereby) on which is to be placed entirely at the Lessee's own risk and expense the following:

Travel Trailer     5th Wheel Trailer     Motor Home     Pop-Up Trailer     Park Model

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_ State: \_\_\_\_\_

1. Lessee agrees to rent Space Number \_\_\_\_\_
  - a. For a period of one (1) year starting February 1, 20\_\_ and terminating January 31, 20\_\_ at a rate of \$ \_\_\_\_\_ per year payable in advance.
  - b. For a period starting \_\_\_\_\_ and terminating \_\_\_\_\_ at a rate of \$ \_\_\_\_\_ per month payable in advance.
  - c. Installment Plan: Two (2) installment payments may be made in the amount of \$ \_\_\_\_\_ with the first payment being due February 1, 201\_\_ and the second payment being due July 1, 20\_\_\_. Each payment will require a \$100 carrying fee. A late fee of \$100.00 will be added to any payment fifteen (15) days past due. Failure to make payments on time will cause the total amount of rent to come due immediately. Balances on account will be charged interest at a rate of one and one-half percent (1.5%) per month.
2. No lease transfers may be made without prior approval of management. Additional charges will be applied for approved lease transfers. **Waterfront sites have a \$2500.00, and interior lots \$1500.00 transfer fee \_\_\_\_\_ (Initial)** Lessee agrees that the space cannot be sublet and the Lessee cannot rent the unit placed on this site. All sales of units within the part must be approved by management. No camper can be set up or sold on site without management approval.
3. Annual Lessees must arrange for electrical service through Carteret-Craven Electric Cooperative, 1300 Hwy 24 W, Newport, NC 28570, 252-247-3107 or 1-800-682-2217.
4. Pets are allowed in accordance with established pet policy.
5. Lessee agrees to carry their own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage, hail and vandalism. As renters of space, the Lessor **CANNOT AND WILL NOT BE RESPONSIBLE** for loss of any kind and it is mutually understood that the Lessee hereby releases the Lessor from any and all liability.
6. Insurance: Lessee shall carry an "ALL RISK" policy of insurance on the RV and personal property, including golf carts, to protect against theft, pilferage, fire, electric, windstorm, water damage, hail, any acts of God, nature and vandalism. It is expressly understood and agreed between the parties hereto that the agreement is simply for the lease of space and does not constitute a bailment or any nature whatsoever, and consequently, Harkers Island RV Resort, Inc., shall not in any way be responsible for any loss or damage to any property of Lessee and Lessee hereby releases Harkers Island RV Resort, Inc. from any and all liability. Harkers Island RV Resort, Inc. needs to have on file a valid copy of Proof of Insurance.
7. Lessee hereby releases Harkers Island RV Resort, Inc., its officers and employees of all liability for injury to any person arising out of their use of its facilities and agrees to indemnify Harkers Island RV Resort, Inc., its officers and employees against claims resulting in injury to any person or any member of the family or guest of the Lessee arising out of the use of its facilities.
8. Lessee's unit must be registered, titled and licensed for road use at all times, except park models.
9. Lessee agrees to give Harkers Island RV Resort, Inc. 30 days' notice prior to lease expiring if they plan not to renew. A ten (10) day notice is required before moving any units on or off leased lot.
10. Rent and other charges or fees must be paid in full before removal of Lessee's property.
11. Property can only be moved in or out during posted office hours and arranged for in advance.
12. Lessee agrees to abide by any and all rules and regulations that are adopted or may be adopted in the future and that said rules and regulations are hereby incorporated in this agreement by reference.
13. Harkers Island RV Resort, Inc. is not responsible for any damage to Lessee's unit or contents for ANY reason.
14. Lessee acknowledges that the Lessor is hereby given a lien upon the property described above to secure any and all site rental fees acquired during the term of this agreement. Any item left on

the premises ten (10) days beyond the expiration date of this agreement shall be offered for public sale to cover site rental charges. All items will be placed in storage on premises and charged \$10.00 per day after ten (10) days following the expiration of this agreement.

15. **DEFAULT:** In the event Lessee defaults in the payment of rent, electric, cable or on-site storage as herein agreed, or fails to observe any of the covenants and agreements set forth herein, or fails to observe any of the rules and regulations now or hereafter established, it shall be the right of Lessor any time thereafter, at the Lessor's option, without notice, to declare the lease term ended and to re-enter the premises, either with or without process of law, expense, using such force as may be necessary to do so, and to repossess and enjoy the premise as before this for breach of contract by Lessee, Lessee expressly waiving all rights to any notice or demands under any statute of this state relating to forcible entry or detainer. Lessee further agrees that Lessor shall have, at all times, the right to detain for rent due, and shall have a valid first lien on all property of Lessee, whether exempt by law or not, as security for the payment of the rent reserved herein.
16. **SUIT AND ATTORNEY FEES:** It is expressly agreed by the Parties hereto that after the service of notice, or the commencement of a suit, or after final judgment for possession of the premises, Lessor may receive and collect any rent due, and the payment of such rent shall not waive or affect such notice, suit or judgment. Lessee further agrees to pay and discharge all reasonable costs, including attorney fees and expenses that shall be made or incurred by Lessor in enforcing this lease.

Lessee's Insurance Company \_\_\_\_\_

Ph: \_\_\_\_\_

In Case of Emergency Notify: \_\_\_\_\_

I have read the above site Rental Agreement. I understand and agree to the terms and conditions set forth herein. I have received a copy. This lease is severable if one portion is invalid, the remaining portion shall nevertheless remain in full force and effect.

Lessee's signature: \_\_\_\_\_

Received \$ \_\_\_\_\_ by: \_\_\_\_\_

## Harkers Island RV Resort, Inc.

288 Guthrie Drive Harkers Island, NC 28531

252-725-0820

### **Rules and Regulations Concerning Campground Residents**

1. Posted speed limits must be observed throughout the park.

2. Quiet hours must be observed from 11pm to 7 am in your RV as well as in the park.  
\_\_\_\_\_ (Initial)
3. Only boats owned by registered campers are allowed to be launched at the boat ramp. Boats are not to be left on site. All boats are to be put in storage upon departure or removed from the park.
4. All storage buildings, decks, enclosures must be constructed in accordance with park policy. No construction of any kind will be allowed without management's prior approval and receipt of proper permits. Do not do any digging before checking with Management due to underground utilities.
5. Please keep your campsite as clean & neat as possible, and put cigarette butts in a disposal container not on the ground. Garbage disposal is provided in the dumpster on site.
6. Upon departure no items or structures other than picnic tables are to be left out. Examples are chairs, fish nets, and clothesline.
7. Only PVC or comparable pipe is to be used for sewer hook-ups.
8. Parking limited to your lot only. Limit 2 vehicles per lot.
9. No three or four wheelers or go-carts allowed. Golf carts are allowed with purchase of a 50.00 golf cart pass and proof of insurance. Passes will not be issued without proof of insurance.
10. All motorized vehicles including golf carts must be operated by LICENSED DRIVERS ONLY. \_\_\_\_\_
11. Swim at your own risk in the pool. There are no lifeguards. Please use the buddy system to insure your safety and safety of your children. Abide by all the posted rules. Pool is open Memorial Day through Labor Day Weekend. \_\_\_\_\_ (Initial)
12. No noxious or offensive activity will be allowed. Boisterous or noisy behavior or profanity will not be tolerated. This is a FAMILY Friendly resort. \_\_\_\_\_ (Initial)
13. No refunds on rents or fees, and NO SUBLETTING of Campers.
14. All pets MUST be approved by management & must be kept on a leash. For the comfort of all, you MUST clean up behind your pet.
15. Fires are permitted in well protected grills raised off the ground. Fireworks are not allowed.
16. Parents are responsible for the safety and actions of their children.
17. We are not liable for theft or injuries occurring during your stay nor are we responsible for any losses to any RV or its contents due to power failure.
18. No washing of dishes or cooking utensils in bath house, no indoor or outdoor carpet on grass.
19. Washers and dryers are prohibited.
20. This is a recreational campground. No permanent living is allowed. Please do not use this as your permanent address.
21. All RVs must be newer than a 2009 model.

**I HAVE READ AND AGREE TO COMPLY WITH THE ABOVE RULES & REGULATIONS**

Name \_\_\_\_\_ Date \_\_\_\_\_