

Modified Sealed Bidder's Auction Offer Form

The undersigned _____ with a mailing address of

Street _____ City _____ State _____ Zip _____

Tel # _____ Day of Auction Tel #) _____

Hereby submits the sum of **Fifty thousand dollars (\$50,000.00)** certified or cashier's check) as earnest money and in part payment of the purchase price of the following described real property:

Northern California Design Ocean Front home located at 37 Annapolis Way, Newbury, MA as shown on City Tax Map U02 Lot 37

***FOR A TOTAL SEALED BID OFFER PRICE OF : _____ Dollars (\$ _____) (NOTE: Your bid must specify total U.S. Dollar amount), WHICH BIDDER HEREBY AGREES TO PAY.**

Deposit to be made as follows: **\$50,000.00** received herewith in certified or cashiers check made payable to yourself. Kindly place this offer form and your check in an envelope. On the outside of the envelope clearly print your: **name, address, phone number as well as the property address.** A **10% Buyer's Premium** will be added to the high bid (hammer price) and included in the Total Purchase Price due from Buyer.

This offer and deposit is tendered to and held by the Auctioneer on these terms and conditions:

1. This offer form must be submitted as a Sealed Bid Offer to John McInnis Auctioneers, 76 Main Street, Amesbury, MA 01913 no later than deadline of :
MAIL, ABSENTEE OR PRE- REGISTRATION, must be submitted to **76 Main Street, Amesbury, MA 01913 no later than deadline of: April 24, 2009 at 5:00 PM.**
AUCTION DAY REGISTRATION: Sealed Bids will be accepted no later than the deadline of **April 25, 2009 at 1:00 pm at 37 Annapolis Way, Newbury, Ma** Balance to be paid in cash or certified funds within **45 days** from date of auction.
2. The parties submitting sealed bids in the **three (3)** highest dollar amounts and those parties submitting sealed bids in an amount equivalent to eighty percent (80%) or more of the amount of the highest sealed bid shall be qualified to participate in the Oral Auction bidding for the property. All other Sealed Bid Offers shall be rejected, the parties submitting such bids shall be deemed unqualified to bid for the property. Such unqualified bidders shall not participate in the Oral Auction bidding for the property, and the deposits submitted by such unqualified bidders shall be returned to them prior to the start of the Oral Auction bidding.
3. The opening of the Sealed Bid Offers and the subsequent Oral Auction bidding will be held at : **37 Annapolis Way, Newbury, MA on : April 25, 2009 at 1:00 pm.** Starting with an initial bid in the amount of the highest Sealed Bid Offer received. A recess may be called for consultation with the Seller at any time.

4. The Auctioneer reserves the right to modify or add any terms and conditions of sale at any time and to announce such modifications or additional terms and conditions either prior to or at the sale. Announcements made the day of the sale supersede any prior announcements.
5. The descriptions have been provided by the Seller and the Auctioneer and the Seller make no warranties or guarantees, expressed or implied as to the accuracy of the descriptions and are not responsible for discrepancies or inaccuracies. Auctioneer acts as agent for the Seller.
6. The information set forth in the **Property Information Package** is believed to be correct and complete. However the Seller and Auctioneer make no warranties as to the accuracy and completeness of this information. Prior to the sale prospective bidders should make such investigations as they deem appropriate. Buyer acknowledges that they have had an opportunity to inspect said property and are buying on an: **“As Is”, “Where Is”, “As Seen”, “With All Faults”** basis. Any and all warranties are hereby disclaimed.
7. That a Quitclaim Deed shall be delivered to the buyer and it is agreed that this transaction shall be closed and the Buyer shall pay the purchase price as provided herein and execute all papers necessary for the completion of purchase within **45 days** from the date of acceptance hereof. Possession will be given as of the closing date.
8. To be prorated at closing: municipal taxes.
9. The property is not being sold subject to purchaser financing or any other contingencies.
10. This auctions is subject to the approval of the Seller.
11. Buyer contingencies added to or attached this offer form will serve to void and nullify the offer.

By signature, receipt of a copy is hereby acknowledge. Furthermore, I hereby acknowledge that I have read, fully understand and agree to the above terms and conditions and agree to purchase the above described property upon those terms and conditions. I acknowledge that I have received copies of the: Property Disclosure Statement and a Purchase and Sale Agreement. I agree to execute the Purchase and Sales Agreement and other necessary documents if I am the successful highest bidder at the auction.

Bidder

Date

Witness

Date