



TERMS OF PUBLIC AUCTION 2026

BUYER & BIDDER PARTICIPATION TERMS

CALIFORNIA REAL PROPERTY AUCTION

IMPORTANT NOTICE

These Terms of Public Auction (“Terms”) govern participation in the auction process conducted by Sellers Reserve Institute OC, LLC (“Sellers Reserve”) in connection with the sale of real property.

By registering to bid, attending the auction on behalf of another person, submitting a bid, participating in the auction process, or otherwise engaging in the auction event, each participant (“Bidder”) acknowledges and agrees to be legally bound by these Terms.

Bidders are strongly encouraged to obtain independent legal, financial, tax, and real estate advice prior to participating in the auction.

These Terms shall apply to all bidding activity, participation, negotiations, and transactions arising from or relating to the auction process unless otherwise expressly modified in writing by Sellers Reserve and/or the Seller.

1. AUCTION FORMAT & NATURE OF SALE

1.1 Reserve Auction

Unless expressly stated otherwise in writing, the property is being offered via a reserve auction process.

The Seller reserves the right to:

- Accept or reject any bid prior to the reserve being met;
- Withdraw the property from auction prior to the reserve being met;
- Modify auction procedures where reasonably necessary;
- Negotiate with interested parties before the property is declared sold;
- Sell the property prior to auction unless expressly prohibited by applicable law or written agreement.

The reserve price is confidential unless otherwise disclosed by the Seller or auctioneer.

No bidder shall have any right to disclosure of the reserve price.

1.2 Binding Sale Upon Fall of the Hammer

Upon the fall of the hammer, or upon the auctioneer's announcement that the reserve has been met and the property is sold, a legally binding agreement of sale is immediately created between the Seller and the Successful Bidder.

The Seller and Successful Bidder shall thereafter promptly execute all purchase agreements, escrow instructions, disclosures, agency forms, addenda, and related transactional documents reasonably necessary to complete and formalize the transaction consistent with the auction result.

Failure of either party to execute such documents shall not invalidate the binding nature of the auction sale, and the non-defaulting party shall retain all rights and remedies available at law or equity.

The Successful Bidder acknowledges that the purchase agreement and escrow documentation are intended to memorialize and implement the binding auction sale already created upon the property being declared sold.

1.3 Non-Contingent Purchase Structure

All purchases resulting from the auction process shall be non-contingent and unconditional, including without limitation with respect to:

- Financing;
- Loan approval;
- Appraisal;
- Inspection;
- Due diligence;
- Sale of another property;
- Market conditions;
- Buyer dissatisfaction;
- Insurance availability.

By participating in the auction process and submitting a bid, Bidder acknowledges and agrees that:

- All inspections, investigations, financing arrangements, and due diligence must be completed prior to bidding;
- The Successful Bidder shall not be entitled to terminate, delay, rescind, renegotiate, or avoid the transaction based upon financing, appraisal, inspection findings, market conditions, or the sale of another property;
- The inability to obtain financing or an appraisal supporting the purchase price shall not relieve the Successful Bidder of contractual obligations;
- Any lender-required conditions, repairs, or appraisal issues shall remain solely the responsibility of the Successful Bidder.

The subsequent purchase agreement and escrow documentation shall serve solely to formalize and implement the binding auction sale and shall remain consistent with these Terms.

1.4 No Guarantee of Sale Prior to Reserve Being Met

Participation in the auction process does not guarantee:

- That the property will sell;
- That the reserve price will be met;
- That any bid will be accepted;
- That the highest bid submitted prior to reserve being met will result in a sale.

Until the property is declared sold by the auctioneer, the Seller reserves the right to accept, reject, negotiate, or decline any offer or bid.

2. BIDDER REGISTRATION REQUIREMENTS

2.1 Registration Required

Only registered bidders approved by Sellers Reserve may participate in the auction.

Sellers Reserve reserves the right to:

- Approve or reject registrations;
 - Request additional verification or documentation;
 - Refuse participation where reasonably necessary to preserve the integrity of the auction process;
 - Suspend or revoke bidder participation at any time prior to the property being declared sold.
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2.2 Identification Requirements

Bidders may be required to provide:

- Government-issued identification;
 - Proof of address;
 - Trust or entity documentation;
 - Corporate authorization documents;
 - Proof of signing authority;
 - Any additional information reasonably requested by Sellers Reserve or the auctioneer.
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2.3 Proof of Funds / Financing

Prior to approval, bidders may be required to provide:

- Proof of available funds;
- Bank statements;
- Financing pre-approval;
- Verification of deposit capability;
- Evidence of ability to close escrow.

Regardless of whether Sellers Reserve, the auctioneer, or the Listing Agent requests, reviews, verifies, or acknowledges proof of funds or financing, the Bidder remains solely responsible for securing financing and closing escrow in accordance with the auction terms.

No representation or assurance is made by Sellers Reserve, the auctioneer, or the Listing Agent regarding a Bidder's financing suitability, approval status, or lending capability.

2.4 Agent Registration

Real estate agents participating on behalf of buyers must disclose:

- Brokerage affiliation;
- Agency relationship;
- Buyer representation status.

Any agent bidding on behalf of a buyer or client must provide Sellers Reserve with its prescribed form titled "Authority to Bid on Behalf of Another Person," duly executed by the buyer/client, prior to the commencement of bidding.

Failing such written authority, the agent may be deemed to be bidding personally and assuming all obligations arising from the auction process and resulting sale.

2.5 Authority to Bid for Another Person

Any person bidding on behalf of another person, entity, trust, partnership, corporation, or buyer must provide Sellers Reserve with its prescribed form titled "Authority to Bid on Behalf of Another Person," duly executed prior to the commencement of bidding.

Failing such authority, the bidder may be deemed to be bidding personally and individually liable for all obligations arising from the auction process and resulting transaction.

3. PROPERTY INFORMATION & BUYER DUE DILIGENCE

3.1 Independent Investigations

Bidders are solely responsible for conducting their own independent investigations, inspections, inquiries, and due diligence concerning the property.

Bidders are strongly encouraged to:

- Review all disclosures and reports;
- Conduct inspections;
- Consult legal counsel;
- Consult financial and tax advisors;
- Consult contractors or other specialists where appropriate;
- Verify all information independently.

3.2 Property Sold “AS IS”

Unless otherwise expressly stated in writing prior to commencement of the auction, the property is offered and sold in its present “AS IS,” “WHERE IS,” and “WITH ALL FAULTS” condition.

Neither Sellers Reserve, the auctioneer, nor the Listing Agent makes any representation or warranty regarding:

- Property condition;
- Suitability for intended use;
- Zoning;
- Permitted use;
- Development potential;
- Square footage;
- Lot size;
- Environmental matters;
- Building compliance;
- Future market value.

The Successful Bidder accepts the property in its existing condition subject only to matters expressly agreed in writing.

3.3 Information Disclaimer

All marketing materials, floorplans, measurements, renderings, photographs, videos, disclosures, inspection reports, price guides, statements, verbal comments, digital content, social media content, and related information are provided for general informational purposes only.

While believed to be reliable, neither Sellers Reserve nor the Listing Agent guarantees the accuracy, completeness, or reliability of such information.

Bidders must independently verify all information prior to bidding.

Any oral statements made by Sellers Reserve, the auctioneer, the Listing Agent, Seller, or representatives shall not modify these Terms unless confirmed in writing.

3.4 Financing and Appraisal Acknowledgment

Bidder acknowledges that:

- Financing approval is the Bidder’s sole responsibility;
- Appraisal values may differ from the auction sale price;
- Financing and appraisal outcomes shall not affect the binding nature of the auction sale;
- Regardless of whether Sellers Reserve, the auctioneer, or the Listing Agent requests, reviews, verifies, or acknowledges proof of funds or financing, the Bidder remains solely responsible for securing financing and closing escrow in accordance with the auction terms;
- If declared the Successful Bidder, the Bidder shall be contractually obligated to complete the purchase, provide all required funds, and close escrow on the prescribed settlement date in accordance with the purchase agreement and auction terms.

4. AUCTION PROCEDURES

4.1 Auctioneer Authority

The auctioneer is responsible for administering the auction process and maintaining orderly bidding procedures.

The auctioneer may:

- Determine bidding increments;
- Recognize or reject bids;
- Resolve bidding disputes;
- Address tie bids;
- Reopen bidding where appropriate;
- Pause, suspend, postpone, adjourn, continue, or restart the auction where reasonably necessary;
- Refuse participation by disruptive or non-compliant persons;
- Request proof of bidding capability during the auction process;
- Determine the recognized high bidder and sequence of bidding.

Once a bid is acknowledged and accepted by the auctioneer, that bid shall be deemed irrevocable and binding upon the Bidder unless withdrawn with the auctioneer's express consent prior to acceptance.

The auctioneer's procedural decisions made in good faith shall govern the conduct of the auction.

The auctioneer's decisions shall be final.

4.2 Accepted Bidding Methods

Unless advised otherwise, bidding may occur:

- In person;
- Online;
- By telephone;
- Through approved proxy authorization;
- Through approved agent representation;
- Through hybrid auction methods.

Sellers Reserve reserves the right to impose additional participation requirements for remote or online bidders.

4.3 Technology and Connectivity

Online or remote participation may involve:

- Internet delays;
- Streaming interruptions;
- Platform outages;
- Communication disruptions;
- Software failures;
- Device incompatibility.

Sellers Reserve reserves the right to pause, extend, suspend, adjourn, postpone, or reconduct bidding where reasonably necessary to preserve fairness and auction integrity.

Sellers Reserve shall not be responsible for technology interruptions, failed connections, delayed transmissions, or inability to participate arising from technical issues beyond reasonable control.

4.4 Bid Recognition

The auctioneer shall determine the recognized high bid and bidding sequence.

In the event of uncertainty or dispute, the auctioneer may determine the dispute in any manner deemed appropriate and may reopen or recommence bidding with the highest bid previously accepted.

4.5 Irrevocable Bids

Once a bid is acknowledged and accepted by the auctioneer, that bid shall be irrevocable unless withdrawn with the auctioneer's express consent prior to acceptance.

A Bidder may not revoke, retract, or dispute a bid after acceptance by the auctioneer.

4.6 Auctioneer's Bid / Seller Bid

Where permitted by applicable law, the auctioneer may announce bids on behalf of the Seller, provided such bids are clearly identified as seller-authorized auctioneer bids used during the auction process.

No auctioneer bid shall exceed the reserve price.

5. BIDDER CONDUCT

5.1 Genuine Bidding Required

All bids must be genuine and submitted in good faith.

5.2 Prohibited Conduct

Bidders shall not:

- Engage in collusive conduct;
- Interfere with the auction process;
- Submit fictitious or misleading bids;
- Disrupt the auction;
- Misrepresent financial capability;
- Attempt to manipulate bidding activity;
- Engage in intimidation or improper communications with other bidders.

Sellers Reserve reserves the right to refuse participation, revoke bidding privileges, remove individuals from the auction venue, or disqualify bidders engaging in improper conduct.

6. SUCCESSFUL BIDDER OBLIGATIONS

6.1 Immediate Execution Requirements

Immediately following the property being declared sold, the Successful Bidder shall promptly execute:

- Purchase agreement documentation;
- Escrow instructions;
- Agency disclosures;
- Deposit acknowledgments;
- Related transactional documents.

Failure or refusal to promptly execute required documentation shall constitute default.

6.2 Deposit

The Successful Bidder shall promptly deliver the required deposit to the nominated escrow holder in accordance with the auction terms, purchase agreement, and escrow instructions.

The deposit shall be applied toward the purchase price at closing, subject to the buyer's obligations and any remedies available to the Seller in the event of buyer default.

Failure to timely deliver the required deposit shall constitute default.

6.3 Failure to Perform

Failure by the Successful Bidder to:

- Execute required documentation;
- Deliver required deposits;
- Complete the transaction;
- Close escrow;
- Perform contractual obligations;

shall constitute default.

The Seller and applicable parties may pursue all remedies available under the purchase agreement and applicable law.

The property may also be resubmitted for sale at the risk and expense of the defaulting bidder to the extent permitted by law.

7. AGENCY DISCLOSURES

7.1 Seller Representation

The Listing Agent represents the Seller unless otherwise disclosed in writing.

7.2 Dual Agency

In certain circumstances, the Listing Agent may represent both Seller and Buyer where permitted by California law and disclosed in writing.

7.2.1 Auctioneer / Agent Role Disclosure

The auctioneer, Listing Agent, Sellers Reserve, and/or affiliated representatives may also act in one or more capacities in connection with the transaction, including but not limited to:

- Listing Agent;
- Seller's Agent;
- Buyer's Agent;
- Dual Agent where permitted by law and properly disclosed;
- Marketing representative;
- Auction facilitator.

The Bidder acknowledges that the auctioneer and/or affiliated parties may have a financial interest in the successful sale of the property, including commissions, fees, marketing compensation, or other lawful compensation arising from the transaction.

Nothing herein shall modify or expand any agency relationship except as separately disclosed in writing pursuant to applicable California law.

7.3 Sellers Reserve Role

Sellers Reserve acts as a marketing and auction facilitation platform.

Unless separately licensed and disclosed in writing, Sellers Reserve is not acting as a real estate broker.

Sellers Reserve does not provide legal, tax, lending, or financial advice to bidders.

7.4 Independent Advice Encouraged

Bidders are encouraged to seek independent:

- Legal advice;
- Financial advice;
- Tax advice;
- Real estate advice;
- Lending advice.

8. IMPORTANT DISCLAIMERS

8.1 Limitation of Liability

To the fullest extent permitted by law, Sellers Reserve shall not be liable for:

- Market-related losses;
- Consequential damages;
- Technology interruptions;
- Third-party conduct;

- Financing outcomes;
- Appraisal differences;
- Delays beyond reasonable control;
- Lost profits;
- Missed investment opportunities.

8.2 No Legal or Financial Advice

No information provided by Sellers Reserve, the auctioneer, Listing Agent, or representatives shall be construed as legal, tax, lending, investment, or financial advice.

Bidders are solely responsible for obtaining independent professional advice.

8.3 Third-Party Providers

Sellers Reserve may work alongside:

- Listing agents;
- Brokers;
- Escrow companies;
- Title companies;
- Inspectors;
- Lenders;
- Technology providers;
- Other third-party service providers.

Sellers Reserve is not responsible for the acts, omissions, errors, representations, or performance of third parties.

9. ELECTRONIC COMMUNICATIONS

By participating in the auction process, Bidder consents to:

- Electronic communications;
- Electronic signatures;
- Electronic document delivery;
- Digital acknowledgments;
- Communication via email, text, online platforms, or electronic signature software.

Electronic signatures and acknowledgments shall be deemed legally binding to the fullest extent permitted by law.

10. FORCE MAJEURE

Sellers Reserve shall not be liable for delays, interruptions, postponements, suspensions, cancellations, or modifications arising from events beyond reasonable control, including:

- Internet or technology failures;
- Power outages;

- Natural disasters;
- Public emergencies;
- Government restrictions;
- Venue disruptions;
- Security concerns;
- Illness or incapacity;
- Civil unrest;
- Acts of God;
- Other events beyond reasonable control.

Sellers Reserve reserves the right to postpone, continue, suspend, adjourn, relocate, or reconduct the auction where reasonably necessary.

11. DISPUTE RESOLUTION

11.1 Governing Law

These Terms shall be governed by the laws of the State of California.

11.2 Arbitration

Any dispute arising from participation in the auction process shall be resolved by binding arbitration administered by AAA or JAMS in Orange County, California.

The parties waive the right to trial by jury.

11.3 Attorney's Fees

The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

12. FINAL BIDDER ACKNOWLEDGMENT

By registering or participating in the auction process, Bidder acknowledges and agrees that:

- Bidder has read and understood these Terms of Public Auction;
- Bidder has had the opportunity to seek independent legal, financial, tax, and real estate advice;
- Bidder understands the property may be sold through a competitive auction process;
- Bidder understands that upon the property being declared sold, a legally binding sale is immediately created;
- Bidder understands the purchase is non-contingent and unconditional;
- Bidder understands the property is being purchased in its present "AS IS" condition unless otherwise expressly agreed in writing;
- Bidder understands the purchase is not subject to financing, appraisal, inspection, or the sale of another property;
- Bidder understands all inspections, due diligence, financing arrangements, and investigations must be completed prior to bidding;
- Bidder understands bidding may create immediate legally binding obligations;
- Bidder agrees to comply with all auction procedures and instructions;

- Bidder voluntarily elects to participate in the auction process.
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13. ENTIRE AGREEMENT

These Terms constitute the entire agreement governing bidder participation in the auction process unless otherwise modified in writing by Sellers Reserve and the Seller.

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Headings are for convenience only and shall not affect interpretation.