

**CONDITIONS OF AUCTION SALE OF FEATURED LOG HOME
CONSTRUCTED AND ASSEMBLED BY MEMBERS OF
THE CUMBERLAND PERRY AREA VOCATIONAL TECHNICAL SCHOOL
STUDENT CHAPTER OF THE NATIONAL ASSOCIATION OF HOME BUILDERS OF THE UNITED STATES
(THE "AUCTION HOME")**

The conditions of sale of the Auction Home by public auction by the Cumberland Perry Area Vocational Technical School Student Chapter of the National Association of Home Builders of the United States, (the "Club" or "Seller") to be held on this **14th day of March, 2010**, are as follows:

1. **Description of Auction Home.** The Auction Home, which is the subject of this sale, includes all of the personal property, consisting of materials, components and systems contained in the Auction Home but only specifically listed and described on Exhibit "A" attached hereto.

2. **Pre-Auction Inspection.** The Auction Home may be inspected during regular operation hours of the Pennsylvania Home Show, which are Monday through Friday, noon to 9:00 p.m.; Saturday, 10:00 a.m. to 9:00 p.m.; and Sunday, 10:00 a.m. to 6:00 p.m. **Potential bidders may request information concerning the Auction Home Monday through Friday, 8:00 a.m. to 3:00 p.m. by calling 717.697.0354, Ext. 128 or by attending a pre-auction meeting on Sunday, March 14, at 1:00 p.m.** _____ (Initials)

3. **Successful Bidder.** The highest bidder at the sale shall be the successful buyer ("Successful Bidder"), only when he/she produces a **Bank Letter of Guaranteed Payment**, signs documents acknowledging these Conditions of Auction Sale, Bill of Sale, Publicity Release, and the Disclaimer and Release of the Home Builders Association of Metropolitan Harrisburg. In the event of any dispute between bidders, all bids will be canceled by the auctioneer and the Auction Home shall be put up for sale for a second time or as often as may be necessary until, in the judgment of the auctioneer, an undisputed sale is made. _____ (Initials)

4. **Sale with Reserve.** The Auction Home is being exposed for sale with reserve so that the seller reserves the right to reject any and all bids for inadequacy of price or for any other reasons and to withdraw the Auction Home from sale from time to time. _____ (Initials)

5. **Sales and Use Taxes.** All sales and use taxes, if any are assessed, due or required, shall be the responsibility of the Successful Bidder. Payment is made by the Successful Bidder and paid by separate check directly to the Pennsylvania Department of Revenue. _____ (Initials)

6. **Payment.** The Successful Bidder must immediately after close of the auction deposit with the auctioneer cash, or cashier's check, personal check or company check **in the amount of twenty-five percent (25%) the successful bid. The remainder of the bid price shall be paid to the Club in cash, cashier's check, personal or company check within forty-five (45) days of the auction.** Personal or company checks will be accepted only if accompanied by a "Current Bank Letter of Guaranteed Payment." As stated, the Auction Home is sold "As Is," "Where Is" with only the limited warranty as hereinbefore specifically provided. Below is a sample Bank Letter of Guaranteed Payment:

On Bank's letterhead, Addressed to Cumberland-Perry Area Vocational Technical School Student Chapter of the National Association of Home Builders of the United States: (Bank Name) will guarantee payment on check(s) written by (Customer/Successful Bidder) on Account Number not to exceed an aggregate amount of Specific Amount for the purposes of making a purchase at your Auction Date auction. (Customer/Successful Bidder) understands that no Stop Payment orders will be placed or honored on these funds. Signed by Bank Officer, include title and phone number. _____ (Initials)

7. **Successful Bidder's Default.** If the Successful Bidder should default on any terms of this Conditions of Sale, then, in addition to any and all other remedies provided by law, seller shall have the following rights:

A. To retain the (25%) percent deposit of the purchase price as liquidated damages, notwithstanding the terms of any resale of the Auction Home at a later time; and

B. To resell the Auction Home at public or private sale, with or without notice to the defaulting successful bidder, and to hold the defaulting successful bidder liable for any and all costs, expenses, or losses sustained in excess of the payment retained by seller pursuant to subparagraph 7.A. above. _____(Initials)

8. **Auctioneer.** The auctioneer employed by the Club is Fahnestock’s Auction Services on behalf of the Club reserves the right to reject any and all bids for the Auction Home and, if necessary, adjourn the sale from time to time. _____(Initials)

9. **Title.** At the close of the auction or at the time of the tender of the full purchase price, whichever comes first, the Buyer shall receive a bill of sale. Title to said personal property shall be good and marketable, free and clear of all liens, encumbrances and charges against the same. Should there be material defects in the title, Seller reserves the right to clear the defect or, at Seller’s sole election, to refund the Successful Bidder’s payment and cancel the agreement without further cost, loss, damage, liability or expense to the Seller. _____(Initials)

10. **Removal Schedule.** The Auction Home must be removed from the Farm Show Complex premises on or **before noon on Tuesday, March 16, 2010.** Any item left after noon on **Tuesday, March 16, 2010,** will be removed by a private trucking company and successful bidder will be responsible for removal and storage fees. _____(Initials)

11. **Disassembly, Trucking and Storage Available.** As a convenience to the Successful Bidder, the Club will arrange for a third party vendor with whom the Successful Bidder may contract to provide transportation and storage. The Club will pay from the proceeds of the sale the contracted amount to the vendor to maintain the trailers on site for up to three (3) months after the end of the auction. The Club will refund the contracted amount to Successful Bidder who chooses to arrange its own contract. The form contract offer to Successful Bidder will be part of the Auction documents on the Auction House web site. At the time of the sale, the Successful Bidder must execute the contract with the provided vendor or present an alternative arrangement. At the time of the sale, at the option of the Successful Bidder by signature below, and upon request made to the Club by 5:00 p.m. on the day of the auction, the Club will disassemble the Auction Home and load it (and all component parts sold at auction) onto trailers. Additionally, if requested below by the Successful Bidder, the Club will arrange to store the loaded trailers containing the Auction Home up to three (3) months after the end of the auction at a location selected by the Club. If the Successful Bidder does not take delivery of the Auction Home on or before three (3) months after the end of the auction, a storage fee of **one hundred seventy-five dollars per month** shall be invoiced to and paid by the Successful Bidder for each day that the Home remains in storage after the three (3) month period. As provided in Paragraph 12 below, the Successful Bidder shall have risk of loss with respect to the Auction Home while it is in transport from the auction site to storage and from storage to delivery to the Successful Bidder’s building site. **The Club shall not be responsible for the condition of the Auction Home in transport and storage. The Successful Bidder shall assume any and all risk relative to the condition of the Auction Home while in storage and shall have access at reasonable business hours to inspect same through the period of storage.**

- Yes, I request that the Club disassembles the Auction Home and loads it onto trailers provided pursuant to Successful Bidder’s contract with third party.
- I will provide my own disassembly team.
- I will provide my own trailers and will provide proof of arrangements on day of auction.
- Yes, I request that the Club make arrangements to store the Auction Home up to 3 months .
- I will make my own arrangements to store the Auction Home.

_____(Signature Required)

12. **Risk of Loss and Possession.** The risk of loss by fire, temperature, water, wind, vehicle accident, or any other casualty shall remain with the Seller and shall pass to the Successful Bidder on transfer of possession, which shall take place **at the time of payment and delivery of the bill of sale.** Buyer is responsible for the purchase of insurance to cover any loss or damage to the Auction Home **after the time of payment,** including any loss incurred due to disassembly, loading, storage and transporting. Seller assumes no responsibility for any loss incurred after payment is made to Seller. _____(Initials)

13. **Condition of Auction Home after Auction.** At the time of payment (final settlement), the Auction Home, including all appurtenances and fixtures, shall be in substantially the same condition as at the auction sale, less reasonable damage due to disassembly. Seller warrants that, if requested to disassemble and store the Auction Home by the Successful Bidder, the Club will use reasonable workmanlike efforts to disassemble and load the Auction Home to avoid damage to the component parts, less reasonable wear and tear. Any claims for damages resulting from the disassembly and loading process shall be made to the Successful Bidder's Insurance Provider. Seller shall have no liability for any alleged diminution in value to the overall structure or any other indirect or consequential damages, to include loss of profit. _____(Initials)

14. **Limited Warranty; Use.** Except as set forth in these Conditions of Sale, or in any manufacturers warranty assigned to buyer as hereinafter provided, this sale and conveyance is made on an **AS-IS-WHERE-IS** basis at the time of the auction. As of the date of the auction, Seller makes no warranty or representation, express or implied, as to (i) the merchantability, suitability or fitness for a particular purpose of the Auction Home, (ii) the state of repair of the Auction Home, or (iii) the condition of any component part. The Seller does not warrant that the Auction Home may be installed on any particular building site. Nor does the Seller warrant that the Auction Home will comply with any specific building code of any particular municipality. The Club will furnish plans/drawings of the Auction Home for purposes of reassembly, but does not warrant that said plans and drawings will be adequate for submission to any municipality for purposes of obtaining a building permit or for any purpose other than reassembly of the Auction Home. The Seller will provide contact information to the Successful Bidder for any manufacturers' warranties included with component parts within 30 days of payment of the purchase price. _____(Initials)

15. **Seller.** The Seller is the Cumberland Perry Area Vocational Technical School Student Chapter of the National Association of Home Builders of the United States, which is a student organization affiliated with the Cumberland Perry Area Vocational Technical School (the "School"), but it is a separate and distinct organization and is not an agent of the School. Likewise, the Club is not affiliated in any manner with the Home Builders Association of Metropolitan Harrisburg ("HBA"), other than members of the Club are student members of the HBA. As set forth in the accompanying Disclaimer and Release of Home Builders Association of Metropolitan Harrisburg, the HBA did not design, construct, provide guidance or labor with regard to the Auction Home in any manner or form, and no proceeds from the sale of the Auction Home will benefit the HBA or the CPAVTS. The HBA is not in any way legally affiliated in any manner or form in limited advertising with the Club other than providing a location for the Club to sell by auction the Auction Home. _____(Initials)

16. **Insurance.** The Seller agrees to continue in force the present insurance in the existing amount until delivery of the Bill of Sale to the Purchaser. After delivery of bill of sale to the Successful Bidder, all risk of loss shall pass to the Successful Bidder and neither Seller, HBA, CPAVTS, nor the auctioneer shall be responsible for any loss or damages thereafter. _____(Initials)

17. **Survival.** The provisions of these Conditions of Sale shall survive settlement. _____(Initials)

18. These Conditions of Sale are to be construed and interpreted in accordance of the laws of the Commonwealth of Pennsylvania.

19. **The Seller hereby executes these Conditions of Sale this _____ day of _____, 2010.**

WITNESS:

Name

Title

SELLER:

**CUMBERLAND PERRY AREA VOCATIONAL
TECHNICAL SCHOOL STUDENT CHAPTER OF
THE NATIONAL ASSOCIATION OF HOME
BUILDERS OF THE UNITED STATES**

Club Advisor

WITNESS:

SUCCESSFUL BIDDER/PURCHASER

Name

Name

Title

Name

95775/144409