



# PARAMOUNT REALTY USA

## REGISTRATION FORM

**To:** Auctioneer (as defined below) and Seller  
*Return by e-mail ([info@prusa.com](mailto:info@prusa.com)) or fax (516.558.1148)*

**From:** The undersigned bidder, along with its affiliates, agents, principals, successors, and assigns (“Bidder”)

**Re:** Sale of property located at 282 Round Hill Road, Greenwich, CT 06831 (“Property”) by Auctioneer (“Auction”), with reserve.

**Date:** \_\_\_\_\_, 2019

Bidder agrees, represents and warrants that he/she is of legal age and has full legal capacity and authority to understand, execute and deliver this Registration Form (“Registration Form”) on behalf of the undersigned. As a condition of being permitted to participate in Auction, Bidder acknowledges, represents and/or agrees that, as of the date above, the following is true, accurate and correct:

1. Bidder, or another on Bidder’s behalf, has accessed, from Clinton A. Botway d/b/a Paramount Realty USA and PRUSA LLC, along with their respective affiliates, agents, principals, successors and assigns (collectively, “Auctioneer”), certain due diligence information (“Due Diligence Information”), which includes, but is not limited to, a Purchase and Sale Agreement (“PSA”), certain disclosures, and various other information pertaining to the Property and the Auction. Bidder, along with its legal counsel and other experts, has independently reviewed, and understands, all such information and has conducted complete and thorough investigations in every respect of any and all Property that Bidder wishes to bid on and/or purchase.
2. Bidder has had the opportunity to inspect the Property that Bidder wishes to bid on and/or purchase.
3. Bidder agrees to the terms hereof.
4. Bidder has the financial and non-financial resources necessary to complete the timely acquisition of the Property, as and when required by the PSA, at the winning bid price plus the required buyer’s premium. Failure to comply with the PSA may result in forfeiture of Bidder’s deposit.
5. Participation Requirements: In order to participate in the Auction, each bidder must:
  - a. Bring to the Auction a bank or certified check in the amount of One Hundred Eighty Thousand Dollars (\$180,000), made payable to the bidder him or herself individually (no corporate or entity names) (“Check”); and
  - b. Provide, at the Auction, valid photo identification (such as driver’s license, passport or other form of identification acceptable to Auctioneer).

Only those who meet these criteria, as determined by Auctioneer, will be eligible to participate.

6. Viewings: Purchasers may attend one or more viewings of the Property hosted by Auctioneer.
7. Other Requirements:
  - a. Immediately upon being determined by Auctioneer as the successful bidder, the successful bidder will be required to tender the Check to Auctioneer and sign the PSA, as it appears in the Due Diligence Information, with the blanks completed.
  - b. Upon execution of the PSA, the successful bidder will endorse Check to escrowee as directed by Auctioneer. No third-party checks will be accepted. Note that only the successful bidder will be required to deliver check to Auctioneer.
  - c. If applicable, purchaser must increase escrow to ten percent (10%) of the total purchase price, including Buyer’s Premium (as defined below), within three (3) business days of seller’s acceptance of the PSA.

8. **Buyer's Premium:** A buyer's premium in the amount of 5% will be added to the successful bidder's bid and incorporated into the total sales price paid by purchaser at closing ("Buyer's Premium"). For example, if a bidder's successful bid price is one million dollars (\$1,000,000), the total sales price will include a Buyer's Premium of 5%, such that the total sales price will be One Million Fifty Thousand Dollars (\$1,050,000).
9. **Representations:** The property is sold AS-IS, WHERE-IS, WITH ALL FAULTS and without any representations, contingencies or warranties of any kind or nature whatsoever. Title will be delivered subject to the terms of the PSA. Seller Group makes no any representations or warranties, express or implied, except as contained in the PSA. In the event of any inconsistency between the PSA and any other information, the terms of the PSA shall prevail. Seller Group encourages each prospective bidder and their experts, to inspect the Properties prior to the Auction. Any person or party inspecting any Property assumes all risk associated with any inspection thereof and hereby releases Seller Group from any and all claims, causes of action or other disputes pertaining to damage or harm to person, property or otherwise. The sale of the Property is limited to real property only; any personal property that may exist at the Property or appear in any photographs of same may or may not be conveyed to purchasers but should not be assigned any monetary value by bidders. All sizes, sums, numbers, dollar amounts, square footage, projections and dimensions prepared and/or provided by Seller Group or appearing in any marketing, reports, or other material(s) ("Sums") are approximate, may be inaccurate, and are subject to revision; actual Sums may vary.
10. **Disclaimer:** Any information regarding the Property provided by Seller Group is intended solely to provide interested parties with preliminary information only, is not a solicitation of offers and does not constitute an offer to sell. The recipient of any information provided by Seller Group, and any agent thereof, acknowledges and agrees that the examination of the information is being conducted solely for the purpose of evaluating in good faith their interest in submitting a bona fide bid for the purchase of the Property. Seller Group disclaims any and all liability for any inaccuracy, errors or omissions contained herein or in any material pertaining to the Property, all of which is subject to the examination and validation of any party reviewing and/or relying on it. No investigation or review has been made as to the accuracy of any information provided by Seller Group and same does not guaranty the correctness of any such information. Some information furnished is from outside sources and is also not certified as accurate. The delivery of any information shall not create any agency relationship between recipient and Auctioneer or its agents. All information provided or made available by Seller Group is subject to corrections, errors and omissions and, should any errors or omissions be found, the same shall not annul the sale nor entitle any purchaser to be relieved of any obligation or adjustment of price. All offers must be based on each bidder's own investigation only. No verbal representation may be relied upon. This offering is subject to prior sale and may be withdrawn, modified or canceled without notice at any time. All persons are specifically advised to refrain from relying on the information provided by Seller Group as a basis for evaluating, valuing or making a bid on Property. Bidders are encouraged to conduct thorough inspections of Property and to review any information that may be accessible through public record or otherwise pertaining to Property they contemplate purchasing. Bidders should also conduct all of their own investigations pertaining to the buildability, conformity and all other matters concerning the Property, including consulting the appropriate building department or agency with jurisdiction over the Property. Each bidder, along with its legal counsel and other professionals, should review, prior to the Auction, all Due Diligence Information, which is provided for informational purposes only and which may be superseded by the PSA and/or announcements made from the podium at the Auction.
11. **Conduct of the Auction:** All conduct of the Auction and increments of bidding are at the direction and discretion of the Auctioneer. The auctioneer reserves the right to commence the bidding at any price and to proceed with a traditional, English low-to-high auction or Dutch high-to-low auction. All Properties will be offered for sale subject to these terms of sale, the PSA and as provided by Auctioneer. Seller reserves the right to accept or reject any bid at any time, including before, at or after the Auction. Seller and Auctioneer reserve the right to refuse admittance to or expel anyone from the Auction premises for interference with auction activities, nuisance, soliciting, or any other

reason. In the event of a tie or dispute between bidders, Auctioneer shall make the final decision to accept a final bid, to re-offer or re-sell the Property, or to remove the Property from the Auction. If any disputes should arise, the Auctioneer's records shall be conclusive in all respects. The Auctioneer reserves the right to accept or reject any or all bids. All decisions about the conduct of the auction made by the Auctioneer are deemed final.

12. Bids Are Irrevocable: All bidders acknowledge and agree that by attending the Auction, each is accepting the terms and conditions set forth in these terms of sale and the PSA. All offers shall be irrevocable for a period of ten (10) calendar days. Failure to notify the winning bidder during this period shall not constitute acceptance or rejection by seller. For additional terms, please see PSA.
13. Financing: While bidders are permitted to finance their purchase(s), no sale of any Property is contingent upon any purchaser's ability to secure any financing.
14. No Discrimination: The sale shall be conducted without regard to age, race, creed, color, national origin, ancestry, sex, sexual orientation, disability, marital status, or any other ground proscribed by law.
15. Bidder agrees that Auctioneer may disclose this document in connection with the enforcement hereof.
16. This document may be executed and transmitted by facsimile, or by portable document format (pdf). Facsimile or electronically transmitted signature shall be deemed original.
17. This Agreement shall be governed by the laws of the State of New York. Any claim arising out of or related to this document, the auction or the transaction(s) contemplated hereunder shall be submitted to binding arbitration conducted by the American Arbitration Association, New York County, pursuant to their rules relating to real estate disputes. The parties agree to submit the dispute to 3 (three) arbitrators chosen pursuant to AAA Rules. This shall be the sole remedy for any resolution of a dispute and the parties hereby consent to the exclusive jurisdiction of the American Arbitration Association.
18. Agency Disclosure: Auctioneer and all licensees, representatives or agents employed by or associated with Auctioneer represent Seller in the sale of the Property.

AGREED, as of the date first set forth above, by:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Company Name (if app.):** \_\_\_\_\_

**Phone:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_