



**SERVICELINK AUCTION** POWERED BY  
**HUDSON & MARSHALL**

# Bidder Terms and Conditions

**READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING A BID.**

**1. DUE DILLIGENCE**

Hudson & Marshall, LLC, ServiceLink Auction, LLC and its subsidiaries, affiliates, parents, employees, agents, and representatives (hereinafter “Auctioneer”), does not perform any due diligence on any property listed for auction on the auction website, mobile app, or through onsite auctions including, but not limited to, whether the property is occupied and/or contains any hazardous conditions on the property. As a condition of using the website, bidder understands that Bidder is required to perform their own due diligence on any property prior to placing a bid.

**2. TITLE TO PROPERTY**

Bidder is responsible for verifying the legal description for each property and for reviewing any title defects that may be present for each property. Auctioneer makes no warranty about the status of title to the property.

**3. RESERVE PRICE BIDDING**

If a property is being sold at auction with a reserve price, Bidder understands that the reserve price must be met in order for the property to be sold. The seller of the property may instruct the Auctioneer to place bids on any property up to the amount of the reserve price. If Bidder is the high bidder but the reserve price is not met, the property has not been sold to the bidder.

**4. ADEQUATE FUNDS**

Bidders must have adequate funds or access to adequate funds to purchase a property at the time the bid is placed. If the Bidder is the high bid and does not present adequate funds to purchase the property, Auctioneer may, in its sole discretion, de-active Bidder’s registration and/or not permit the Bidder to participate in future auctions.

**5. CONDUCT OF BIDDER AT ONSITE AUCTIONS**

If Bidder is participating in an onsite auction, rather than an online auction, Bidder understands that Bidder must conduct themselves in a professional manner. Auctioneer reserves the right to remove any Bidder from an onsite auction.

**6. PURCHASE AND SALE AGREEMENT**

If Bidder becomes the successful bidder for a property, the Bidder must execute the Seller's standard purchase and sale agreement. Bidder must abide by the terms of the purchase and sale agreement. If Bidder fails to execute the purchase and sale agreement provided by the seller, the property may be sold to backup bidders.

**7. CHANGES TO AUCTION DATE, TIME, OR PLACE**

Auctioneer reserves the right to change the scheduled auction date at any time.

**8. DISCLAIMER OF LIABILITY AND INDEMNIFICATION**

BIDDER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OR LOSS OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED BY BIDDER, ITS AGENTS, PRINCIPALS AND/OR EMPLOYEES, IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE AUCTION, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OR NEGLIGENT MISREPRESENTATIONS OF THE AUCTIONEER, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS AUCTIONEER AND THEIR REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST SELLER, AUCTIONEER, AND EMPLOYEES, AGENTS, INVITEES, AND LICENSEES THEREOF.

**9. CHOICE OF LAW**

Any dispute between the Auctioneer and Bidder regarding these Terms and Conditions or the Terms of Use shall be governed by the laws of the state of California. Any legal action to enforce or interpret these Terms and Conditions or Terms of Use shall be brought in and only in the applicable state court located in Orange County, California, or, if the United States District Courts would otherwise have jurisdiction, in the United States District Court for the Central District of California, Southern Division.

Any legal action brought related to the sale of a specific property that do not involve an interpretation or enforcement of these Terms and Conditions or Terms of Use shall be brought in the jurisdiction where the property is located.

**10. TERMS OF USE/END USER AGREEMENT**

Bidder further agrees to abide by the Auctioneer's website or mobile app Term of Use located at (<https://www.hudsonandmarshall.com/terms>) or any applicable end user agreement.

**11. RIGHT TO AMEND**

Auctioneer reserves the right to amend these Terms and Conditions at any time. You are solely responsible for keeping apprised of any changes to the Terms and Conditions. Your continued use of the bidding function of the Auctioneer's website will be deemed an affirmative acknowledgement to be bound by the revised Terms and Conditions, without limitation or qualification.

**12. LEGALLY BINDING**

BY PARTICIPATING IN THE AUCTION, YOU AGREE TO THESE TERMS AND CONDITIONS AND MAKE REPRESENTATIONS AS SET OUT HEREIN. THESE TERMS ARE LEGALLY BINDING AND IF YOU VIOLATE ANY OF THEM AUCTIONEER MAY SEEK APPROPRIATE LEGAL RELIEF. PLEASE NOTE THAT THESE TERMS INCLUDE AN AGREEMENT BY WHICH YOU INDEMNIFY SELLER AND AUCTIONEER. BIDDER FURTHER UNDERSTANDS AND AGREES THAT AUCTIONEER IS ONLY PERMITTING BIDDER TO REGISTER AND PLACE BIDS ON THE WEBISTE, APP OR AT AN ONSITE AUCTION BECAUSE THE BIDDER HAS AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS, TERMS OF USE, AND/OR AN END USER AGREEMENT SUPPLIED BY AUCTIONEER. THEREFORE, THESE TERMS ARE MATERIAL TO AUCTIONEER'S AGREEMENT TO ALLOWING BIDDER TO PLACE BIDS.