



**OLIVE 8 AUCTION
AUCTION REGISTRATION FORM #7648**

Please complete and return this Registration Form to the Auction Information Office **prior to 6 PM, Thursday, September 16, 2010**, in order to be eligible to bid at the Auction. Bidders may deliver the Registration Form to the Auction Information Office in person, by mail or by fax to 206.682.4709.

Check One Only: I/We plan to purchase **only 1** home I/We plan to purchase **more than 1** home

BIDDER'S FIRST NAME _____ LAST NAME _____
 CO-BIDDER'S FIRST NAME _____ LAST NAME _____
 ADDRESS _____ CITY _____
 STATE _____ ZIP CODE _____ DAYTIME PHONE _____
 EVENING PHONE _____ CELL _____ EMAIL _____

REAL ESTATE AGENCY
 NOT REPRESENTED BY A REAL ESTATE AGENT
 REPRESENTED BY A REAL ESTATE AGENT
 If a buyer is represented by a Real Estate Agent and Bidder registered the Agent on their first visit to Olive 8, please have the Agent complete the following:
 REAL ESTATE CO: Windermere Real Estate
 PHONE #: 206-794-1118 East/Inc
 AGENT NAME: Jeff U Reynolds
 AGENT SIGNATURE: WR

The Real Estate Agent must sign here and must accompany the Bidder to the Auction and sign the "Cooperating Broker Agreement" attached to the Purchase Agreement in order to qualify for cooperating commission. See the Auction Brochure for complete details

I/WE HAVE received, read and accepted the terms and conditions of sale for the Auction, which are set forth in the Auction brochure, and I/we have reviewed all onsite documents for the homes on which I/we will bid, including the Condominium Information Statement, HOA Documents, and Disclosures & Purchase Agreement. All such items are incorporated herein by reference.

I/WE UNDERSTAND AND AGREE that each home is being sold "as-is" and without any warranties, express or implied, and that it is my sole responsibility to inspect the home prior to sale.

I/WE AUTHORIZE my/our other lender to disclose my/our prequalification status to the seller, its agents, and/or assigns.

Bidder's Signature: _____
Date: _____
Co-Bidder's Signature: _____
Date: _____

FINANCING INFORMATION: Note: All bidders must be prequalified by Bank of America Home Loans or Wells Fargo Home Mortgage

- I/WE PLAN TO USE BANK OF AMERICA HOME LOANS OR WELLS FARGO HOME MORTGAGE
- I/WE PLAN TO USE A LENDER OTHER THAN BANK OF AMERICA HOME LOANS OR WELLS FARGO HOME MORTGAGE
- I/WE PLAN TO PAY WITH CASH

I AM/WE ARE INTERESTED IN THE FOLLOWING HOMES IN THE ORDER OF PREFERENCE BELOW:

(Please list auction #)
 (1st) # _____
 (2nd) # _____
 (3rd) # _____
 (4th) # _____

PLEASE TAKE A MOMENT TO LET US KNOW HOW YOU FOUND OUT ABOUT OUR AUCTION:

- E-Blast/E-Mail
- General Inquiry
- Google/Yahoo
- MLS/Realtor
- Olive8CondoAuction.com
- Puget Sound Business Journal
- Radio
- Referral
- SeattleMag.com
- SeattleMet.com
- Seattle Metropolitan
- Seattle Times
- SeattleTimes.com
- Seattle Weekly
- SeattleWeekly.com
- Signs/Drive By
- Television
- Wall Street Journal
- Word of Mouth
- Web Other
- _____
- Other
- _____

**MAIL TO: 737 Olive Way, Unit 2702
Seattle, WA 98101**

TERMS & CONDITIONS

- a) All homes have an unpublished reserve price (Unpublished Reserve Price), which means that the seller has established an unpublished minimum selling price. The Starting Bid is not the reserve price. In order to become the winning bidder of a home, a bidder must have the highest bid and meet or exceed the unpublished reserve price. The highest bid is subject to acceptance by the seller (see "Sold Subject to Confirmation" section below). With respect to a high bid less than the seller's reserve, the high bid, resulting purchase agreement/offer are subject to the seller's acceptance, counter-offer or rejection during the auction, in the contract room, and/or within five (5) days following the auction.
- b) In order to purchase a home at the auction, the bidder must be acknowledged by the Auctioneer as the Winning Bidder (the bidder to whom the Auctioneer acknowledges the home as being "SOLD"), and such home is therefore not identified as being sold subject to confirmation (see below).
- c) With respect to a winning bid that is not immediately accepted by the seller, the Auctioneer will inform the winning bidder that acceptance of his/her winning bid is "Sold Subject to Confirmation." The winning bidder acknowledges and agrees that the winning bidder's purchase/offer is subject to and contingent upon the seller approving the resulting purchase/offer, acceptance, counter-offer or rejection during the auction, in the contract room and/or within five (5) days following the auction.
- d) Bidding increases will be in such increments as the Auctioneer, at his sole discretion, directs. In the event of a dispute between bidders, the Auctioneer shall make the sole and final decision to either accept the final bid or reoffer and resell the home in dispute. The auction will be recorded, and if any dispute arises following the auction, the Auctioneer's records shall be conclusive in all respects.
- e) Floor plans, sizes and square footages, set forth for the homes, may vary and are approximations only, based on the most accurate information available. Neither Kennedy Wilson nor the seller guarantees the accuracy of the square footage or other information regarding the condition and features of the homes provided by the seller or obtained from public records or other sources. Each bidder is advised to independently verify the accuracy of all information through personal inspections with appropriate professionals and to rely on his/her own research at their own cost. Model homes may contain furnishings, amenities and construction details that may not be present in the homes available for purchase. Neither the seller nor the Auctioneer makes any representation or warranty that the homes available for auction purchase will contain any such furnishings, amenities or construction details.
- f) The seller and Auctioneer reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, creating a nuisance, canvassing, collusive bidding, bid rigging or other reasons.
- g) The auction will be recorded. Bidders' attendance at the auction shall constitute Bidders' consent to any audio and/or visual recording.
- h) No auction attendees may take audio or visual recordings of the auction.
- i) The seller has the right to postpone or cancel the auction, in whole or in part, at its sole discretion, and to modify or add any terms and conditions of sale and to announce such modifications or additional terms and conditions either prior to or at the auction. Written and oral auction announcements shall take precedence over prior printed information; however, the executed Purchase Agreement will evidence all understandings and agreements between the buyer and the seller and will be in all respects controlling.
- j) No buyer shall assign his/her rights under the Purchase Agreement to any other party and any attempted assignment shall be void.
- k) Except where prohibited by law, the Auctioneer may, on behalf of the seller, bid at any time up to the amount of the unpublished reserve price for each home.
- l) Homes shall be sold "as is." Prospective buyers should examine the homes and all supporting documentation carefully, as each bidder is responsible for making his/her evaluation of the homes and may not rely on the seller, Auctioneer, or sales agents.
- m) Kennedy Wilson Properties Northwest, Limited, a Washington Real Estate Broker, is not acting as an agent for the buyer in any capacity and is acting in the capacity exclusively as the seller's agent.
- n) Models throughout this brochure do not reflect racial preference.
- o) OFFER VOID WHERE PROHIBITED. Brochure will not be mailed to residents of any state or province in which this offering is not in compliance with the real estate laws or other laws of that state or province.