LIVE & ONLINE
Real Estate Auction near Smith Mountain Lake
Auction held off site at: Copper Cove Golf Club

360 Chestnut Creek Drive. Hardy, VA 204101

Thursday, September 17, 2026 at 11:00AM
Registration for live auction starts at 10:00AM, September 17, 2026
& online bidders must register by 12:00PM on Wednesday, September 16, 2026

1. **AUCTION SALE:** The Property will be sold subject to Seller's confirmation of the high bid on all tracts. Purchaser will execute the Auction Real Estate Purchase Agreement as required in Paragraph 2. The property is auctioned **"AS IS, WHERE IS"** with all faults in its condition at the time of sale without recourse by way of refund, reduction of the purchase price, or otherwise. Bidders should perform such independent investigation with respect to the property as they deem necessary or appropriate. Bidding signifies you have read and are in agreement with the terms and conditions of the auction.
2. **REAL ESTATE DEPOSIT:** The Buyer is required to pay a deposit in the amount of ten percent (10%) of the Contract Sales Price and sign an Auction Real Estate Purchase Agreement immediately following SELLERS acceptance of the bid. Buyer may wire funds ($25.00 wire fee), present a cashier's check or personal check with a bank letter of good standing for the earnest money deposit.
3. **ONLINE BIDDERS:** If online bidder is successful, they agree to immediately Docusign the Real Estate Purchase Agreement and wire funds to Woltz & Associates Inc.
4. **FINANCING:** Your bidding and purchase of the property are NOT CONDITIONAL UPON FINANCING. Be sure you have arranged financing, if needed, and are capable of paying cash at settlement.
5. **TITLE:** Seller shall convey the property by Special Warranty deed with good and marketable title at closing. Title work, including the issuance of any title insurance commitment, will be solely at the Buyer's expense. Seller shall convey all rights, title, and interest in the property owned by Seller, whether surface, mineral, or otherwise. It is the understanding of the Seller that the property being conveyed consists primarily, if not entirely, of surface ownership; however, no warranty or representation is made by Seller or Auction Company as to the exact nature or extent of such ownership interests.
6. **BUYER DUE DILIGENCE:** Bidders are solely responsible for conducting their own independent inspections and investigations of the property prior to bidding, including but not limited to access, title, easements, zoning, and physical condition.
7. **LIABILITY:** Bidders inspecting property enter at their own risk. Auction Company and Seller assume no risk for bodily injury or damage to personal property.
8. **BUYER'S PREMIUM:** The Buyer's Premium on the **real estate is five percent (5%)** of the high bid amount. The Buyer's Premium will be added to the high bid to determine the final contract sales price.
9. **ANNOUNCEMENTS:** Announcements on day of sale take precedence over all prior releases, verbal and written, concerning this auction sale.
10. **AGENCY: THE AUCTION COMPANY AND ITS REPRESENTATIVES REPRESENT THE SELLER.**
11. **LEAD PAINT**: One of the residential properties in this auction was built prior to 1978 and may contain lead-based paint. A lead-paint inspection may be performed by bidders prior to the auction sale date. Applicable lead paint documents and information are available from Auction Company.

Bidders will be provided a lead-paint disclosure prior to signing a real estate purchase agreement and agree to waive the ten (10) day right to inspection after the auction sale.

12. **REAL ESTATE DEED AND POSSESSION:** The real estate will be conveyed by a Special Warranty deed to be prepared at the expense of the Seller and the cost of (state of deed) deed transfer tax shall be borne by the Buyer. It is agreed the Property is being conveyed free and clear of liens; subject, however, to any rights of way, easements, and restrictions of record. The balance of the purchase price is due at settlement which shall be on or before November 16, 2026. The contract to purchase is not assignable. Possession of the Property shall be given to the buyer at settlement.
13. **BOUNDARY LINES:** Boundaries on aerial photos, topographic maps, and otherwise, are approximate and are subject to verification by all parties relying on them.
14. **BIDDING:** The bidding is hereby offered to registered bidders only. Registration for on-site opens at 10:00AM on the day of sale. **Online bidders must register by 12:00PM NOON on Wednesday, September 16, 2026.** Qualified bidders may bid on individual tracts, any grouping of tracts or on all properties. The auctioneer will determine all bid increments. All decisions by the auctioneer regarding bid acceptance are final. Bidding signifies you have read and are in agreement with the terms and conditions of the auction.
15. **CONFIRMATION:** All auction tracts are sold subject to Seller Confirmation.
16. **GENERAL:** The information contained in the brochure, on woltz.com, all advertising, and the Bidder's Information Packet is subject to verification by all parties relying on them. No liability for its accuracy, error, or omissions is assumed by the Seller or the Auction Company. All information contained in advertising, brochures, maps, and other materials is believed to be accurate but is not guaranteed. All property is being sold AS IS, WHERE IS with no warranties or representations, express or implied.
17. **BROKER PARTICIPATION:** Any appropriately licensed Virginia broker whose agent properly registers the successful high bidder will be paid a 2% commission based upon the contract sales price, and will be paid evenly at settlement by the Seller and Auction Company. Applications must be on a Woltz & Associates, Inc. Broker Participation Application form and contain the name, address and signature of agent and prospect as well as the Broker's license number and Federal Tax ID number. The form must be received in the office of Woltz & Associates, Inc. or by email at hannah@woltz.com no later than Wednesday, September 16, 2026. Participating Broker must sign the Real Estate Purchase Agreement for winning bid. Agents acting as principals buying on their own behalf, on behalf of family members, other licensed real estate agents, or who represent prospects that have had prior contact with the Seller or Auction Company are not eligible. An agent may register and represent only **ONE** Bidder for this auction.
18. **SOFTWARE & TECHNOLOGY:** Woltz & Associates, Inc. reserves the right to reject any bid at our sole discretion. In the event there are technical difficulties related to the server, software, or any other online auction-related technologies, Woltz & Associates, Inc., reserves the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR WOLTZ & ASSOCIATES, INC. SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information deemed necessary by Auction Company.