



MOHICAN HILLS

GOLF CLUB

PROPERTY SUMMARY

Mohican Hills Golf Club

Jeromesville, Ohio



IMMERSE YOURSELF IN THE EPITOME OF LUXURIOUS LIVING!

Enveloped by the resplendent beauty of Ashland County, Ohio, the Mohican Hills Golf Club is a coveted jewel of 180 pristine acres, presenting a wealth of investment possibilities. Engage in the allure of the panoramic vistas, the verdant rolling hills, and the captivating scenery, making it a paradise for investors with a discerning eye.

The centerpiece of this impressive estate is an unparalleled 18-hole golf course, beautifully designed, and complemented by a tastefully appointed clubhouse - a testament to this property's commitment to luxury and sophistication.

Inclusive in the estate's offering is:

- A meticulously designed 18-Hole Golf Course
- Eight High-Performing Water Wells
- An Efficient and Comprehensive Irrigation System
- Three Highly-Effective Septic Systems
- A Clubhouse/Restaurant equipped with a Full-Scale Commercial Kitchen
- A valid Liquor License
- A Fully-Equipped Maintenance Facility
- An array of Serene Ponds
- Miles of Paved Golf Cart Paths, a testament to the property's careful planning

The buyer has the liberty to purchase the *entirety of the 180-acre estate* and maintain its status as a premier golfing facility.

OR

Opportunities abound with the potential to acquire *one or multiple lots* for the establishment of luxury homes or commercial businesses. The possibilities are limitless and could include:

- An Enchanting Wedding/Event Venue
- Upscale Luxury Residences w/ Private Golf Holes
- A Profitable Vacation Rental Property
- An Idyllic, Personal Vacation Home
- Prime Hunting Land

Dive into this vast landscape of opportunity, where your dreams meet luxury, and luxury meets the sublime.



PROPERTY INFORMATION & HISTORY

The Mohican Hills Golf Club, Winner of the 2008 Ohio Public Course of the Year, is an 18 hole public golf course which opened in 1972. The course was designed by Dr. Michael Hurdzan, Jack Kidwell and Ron Cutlip.

Clubhouse Size: 2,800 Square Feet

Number of Holes: 18

Course Measurement: 6,622 yards from the longest tee.

Slope Rating: 124

USGA Rating: 71.4

Tees: 4 sets at each hole for varying skill levels

Fairways: Bluegrass

Greens: Bent Grass



Mohican Hills Golf Club

25 County Road 1950

Jeromesville, OH 44840

The Mohican Hills Golf Club is conveniently located nearby to several metrocenters, including Cleveland, Columbus, Akron, Canton, Ashland, Mansfield and Wooster Ohio.



Lot 1

This 5.7 acre lot is a prime location for the construction of a luxury home or business facility. Level ground, natural beauty, gardening opportunities, and breathtaking views combine to create a property owner's haven. From luxurious living to rental income, this piece of land can be anything you'd like it to be!



Indulge in seclusion with this stunning 4 acre piece of property. Surrounded by a bluff of evergreens, this lot is optimized for the construction of a permanent luxury dwelling or business. Enjoy the golfing lifestyle with a private residence or a vacation home/rental home on this remarkable piece of property.

Lot 2



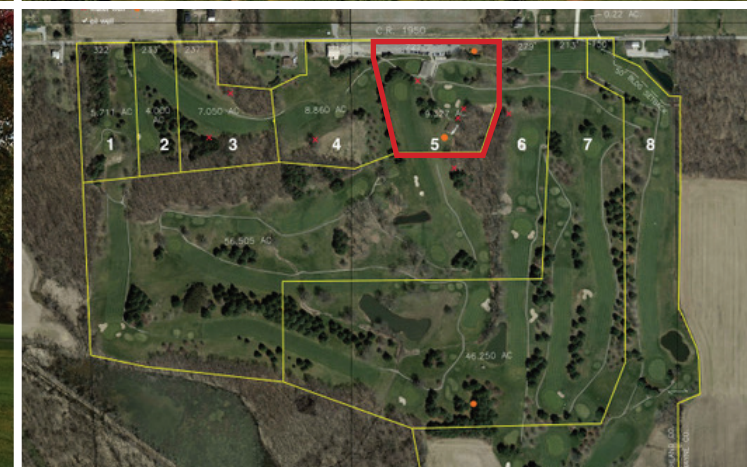
Lot 3

This gorgeous piece of land boasts 7.05 acres of adequate flat ground for building one or more luxury homes or businesses with the bonus of 2 fully functioning wells. Let this beautiful fairway line your driveway and lead you to luxurious living, a rental property, or more!



Elevate this property with 8.86 acres of exceptional, level building site potential which could overlook the entire serene valley to the south. A large building and a functioning water well are incorporated on this lot. The building could become a maintenance facility for the golf course, a garage, a workshop, or whatever you desire. The equipment inside the building will be sold at the auction as well.

Lot 4



Lot 5

Included in this 9.32 acre lot is the clubhouse and restaurant with a fully equipped commercial kitchen and liquor license. This property could be transformed into a charming, income generating wedding or event venue. Stroll down the gentle slope to find a picnic shelter with restroom facilities with its own septic system.



Our largest lot being auctioned is this prestigious 56.5 acre piece of property! This area has multiple locations primed with building sites, several holes of golf, and two functioning water wells. When purchased in addition to any lot #1-5, you can add acreage, and potential! The property is bordered on the south side by state owned hunting land access.

Lot 6



Lot 7

This impressive property is a golfer's retreat! Its 46.25 acres of natural beauty comes with several manicured holes of golf, a restroom facility with its own septic system, 2 beautiful ponds, and access to state owned hunting land. Construct a luxurious home and enjoy your own small private golf course encompassed with a canopy of trees. This lot can be purchased with Lots 6 or 8.



Tee off in luxury with this 42.5 acre property surrounded by beautiful hardwoods which exhibit vivid colors in the fall! This lot has a tranquil pond, access to hunting on state land, and ideal building sites for a golfer's dream home or get-away. Lot 8 can be purchased with Lot 7 for a total of 88 acres.

Lot 8

Nearby Metrocenter

Ashland is a tight-knit community of approximately 20,000 residents who pride themselves on their welcoming spirit and active civic involvement. The city's vibrant downtown, excellent schools, robust economy, and a plethora of outdoor activities make it a great place to live, work, and play.

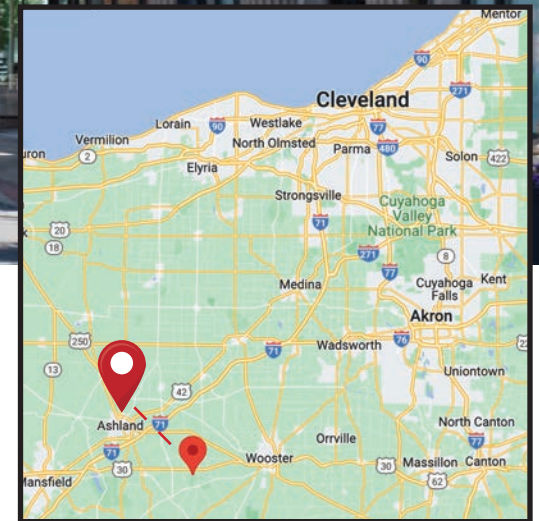


Ashland, Ohio

Ashland, Ohio, fondly referred to as “The World Headquarters of Nice People,” is a small yet bustling city located in the heart of Ohio. Characterized by its friendly community, engaging local events, and beautiful parks, Ashland offers a mix of small-town charm and modern amenities.

DEMOGRAPHICS

The median age in the city is around 36 years, reflecting a balanced distribution of young professionals, families, and elderly residents. The median household income in Ashland, Ohio is approximately \$45,000 per year, reflecting the balanced economic status of its residents. It's worth noting that the city is home to both blue-collar and white-collar workers, adding to its socio-economic diversity.



DISTANCE FROM PROPERTY

The property is approximately 10 miles west of Ashland, Ohio.

Nearby Metrocenter

Wooster, with a population of around 27,000, is characterized by its active community, historic downtown, excellent educational institutions, and bustling economy. Its blend of local shops, varied dining options, and cultural events, along with the academic stimulation from The College of Wooster, makes the city a unique place to live and visit.

Wooster, Ohio

Wooster, Ohio is a vibrant city in the heart of Wayne County. Known for its dynamic blend of small-town charisma, academic influence, and entrepreneurial spirit, Wooster is home to The College of Wooster and the Ohio Agricultural Research and Development Center.

Wooster, Ohio

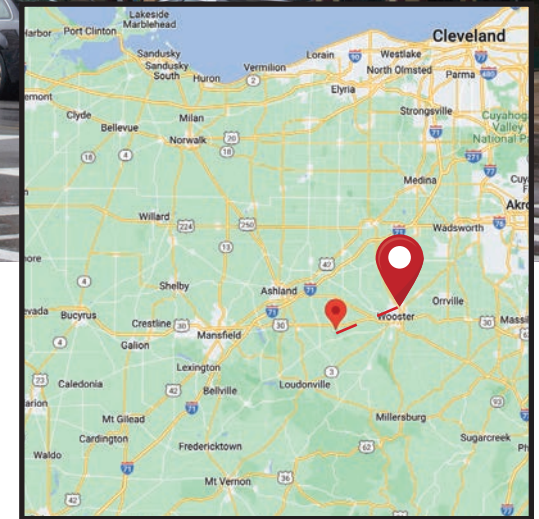
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DEMOGRAPHICS

The median age in Wooster is about 36 years, reflecting its mix of families, students, and retirees. The median household income in Wooster, Ohio is approximately \$45,000 per year, reflecting the economic status of its residents. The city is home to a mix of working-class families, academic professionals, and business owners, which adds to its socio-economic diversity.

DEMOGRAPHICS

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DISTANCE FROM PROPERTY
The property is approximately 10 miles south of Wooster, Ohio.

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Nearby Metrocenter

Columbus, home to around 2,550,000 residents, is the 14th largest city in the United States. It is a city of innovation, diversity, and economic vitality. It's known for its vibrant arts scene, historic neighborhoods, diverse culinary landscape, and its contributions to research and development through its educational institutions and tech companies.



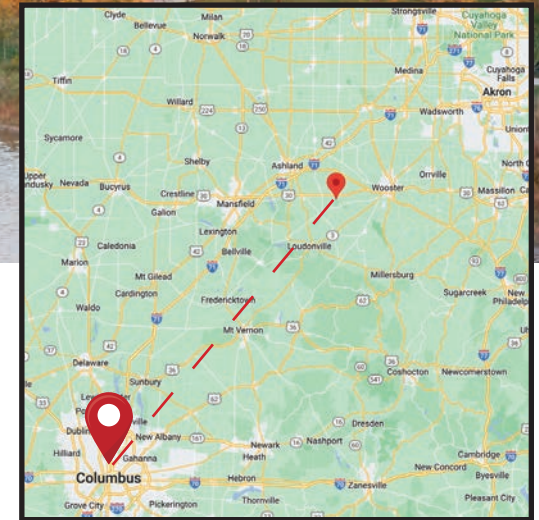
Columbus, Ohio

Columbus, Ohio, the state capital and affectionately known as “The Discovery City,” is a vibrant metropolis in the heart of the Midwest.

This fast-growing city is a hub for education, healthcare, and technology, housing world-class institutions such as The Ohio State University and Nationwide Children’s Hospital.

DEMOGRAPHICS

The median age in Columbus is about 32 years, reflecting its large population of students and young professionals. The median household income in Columbus, Ohio is approximately \$51,000 per year, which is close to the national average. However, there’s a significant range in income levels across different neighborhoods and demographic groups in the city.



DISTANCE FROM PROPERTY

The property is approximately 75 miles northwest of Columbus.

Nearby Metrocenter

Cleveland, home to around 380,000 residents, is a city of resurgence, proudly reclaiming its place as a dynamic urban center. It's characterized by a rich tapestry of diverse communities, a thriving culinary scene, and a robust arts and music culture. Cleveland also boasts a number of professional sports teams and a revitalized downtown area.

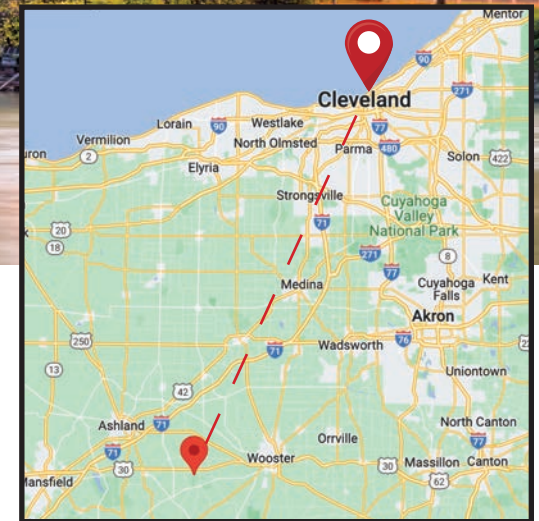


Cleveland, Ohio

Cleveland, Ohio, affectionately known as “The Forest City,” is a major city located on the southern shore of Lake Erie. With a strong industrial heritage, Cleveland is now a hub for healthcare, education, and arts, housing world-class institutions like the Cleveland Clinic, Case Western Reserve University, and the Cleveland Museum of Art.

DEMOGRAPHICS

The median age in Cleveland is about 36 years, reflecting a diverse mix of young professionals, families, and seniors. The median household income in Cleveland, Ohio is around \$30,000 per year, which is somewhat lower than the national average. However, it's worth noting that there's significant economic diversity across different neighborhoods and demographic groups in the city.



DISTANCE FROM PROPERTY

The property is approximately 60 miles southwest of Cleveland, Ohio.

Nearby Metrocenter

Mansfield is a close-knit community of about 45,000 residents. It's known for its picturesque downtown, lively arts community, and its many recreational offerings, including the Richland Carrousel Park and the scenic Mohican State Park nearby. With its mixture of historic appeal and modern connections, Mansfield is a unique place to live.

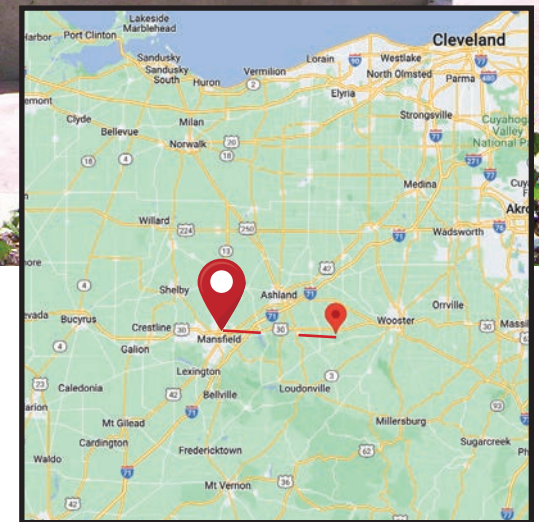


Mansfield, Ohio

Mansfield, Ohio, known as the “Carousel Capital of Ohio,” is a historic city nestled in the foothills of the Appalachian Mountains. With a rich history in manufacturing, Mansfield now boasts a diverse economy, vibrant arts scene, and plentiful recreational opportunities.

DEMOGRAPHICS

The median age in Mansfield is about 38 years, reflecting a balanced mix of young professionals, families, and retirees. The median household income in Mansfield, Ohio is approximately \$35,000 per year. This reflects a range of income levels across different neighborhoods and demographics.



DISTANCE FROM PROPERTY

The property is approximately 20 miles southwest of Mansfield, Ohio.

Nearby Metrocenter

Akron is home to approximately 200,000 residents making it the fifth largest city in the state. It offers a blend of cultural diversity, historical depth, and economic vitality. It's a city where quality of life thrives, characterized by top-tier education institutions, cutting-edge healthcare systems, a flourishing arts scene, and pristine parks.

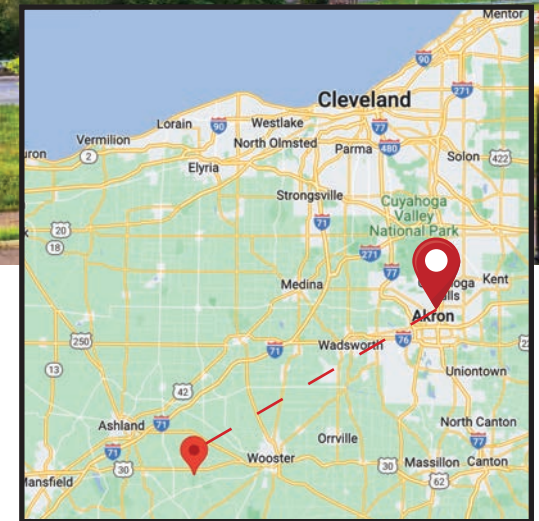


Akron, Ohio

Akron, Ohio, respectfully known as “The Rubber City,” is a thriving metropolitan city known for its rich history in the rubber industry and its beautiful landscapes. Nestled along the Erie Canal and the Little Cuyahoga River, Akron is a community-focused city offering a vibrant mix of arts, culture, and innovative industries. Among its neighborhoods is Ashland, an area that beautifully intertwines urban living and quiet residential life.

DEMOGRAPHICS

The median age in Akron is around 36 years, creating a blend of families, young professionals, and retirees. The median household income in Akron, Ohio is around \$40,000 per year, slightly lower than the national average. However, this reflects a variety of income levels across different neighborhoods and demographics.

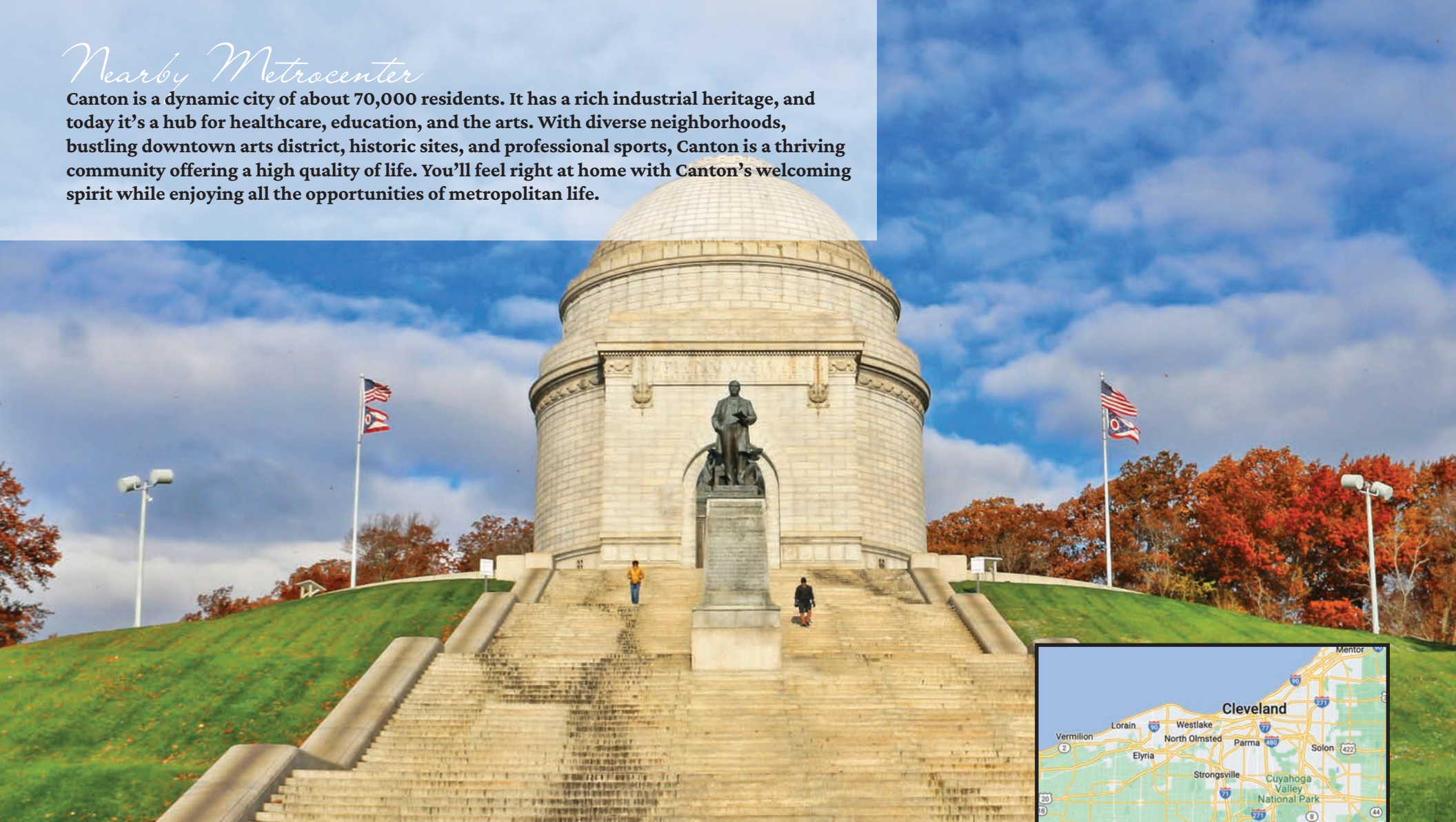


DISTANCE FROM PROPERTY

The property is approximately 40 miles south of Akron, Ohio.

Nearby Metrocenter

Canton is a dynamic city of about 70,000 residents. It has a rich industrial heritage, and today it's a hub for healthcare, education, and the arts. With diverse neighborhoods, bustling downtown arts district, historic sites, and professional sports, Canton is a thriving community offering a high quality of life. You'll feel right at home with Canton's welcoming spirit while enjoying all the opportunities of metropolitan life.

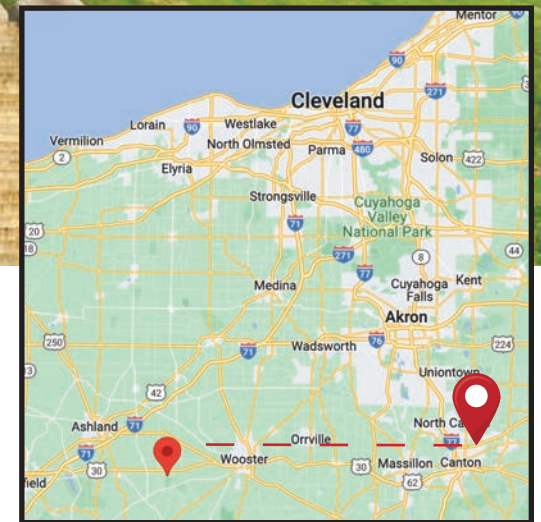


Canton, Ohio

Canton, Ohio, known as the "Hall of Fame City," is a historic and culturally vibrant city nestled in Northeast Ohio. Renowned for being the birthplace of the National Football League and home to the Pro Football Hall of Fame, Canton combines a rich history with a growing modern culture.

DEMOGRAPHICS

The median age in Canton is about 35 years, reflecting its mix of families, young professionals, and retirees. The median household income in Canton, Ohio is approximately \$30,000 per year. This reflects a range of income levels across different neighborhoods and demographics.



DISTANCE FROM PROPERTY

The property is approximately 35 miles north of Canton, Ohio.

Real Estate Terms: 5% Buyer's Premium. 10% nonrefundable down payment day of sale with the balance due at closing. The sale is not contingent upon buyer securing financing and on any additional contingencies, property sells "AS IS". Any required inspections must be completed prior to bidding. Sellers to transfer any and all owned mineral rights. Property sells subject to all articles of record. Announcements day of sale take precedence over all previous advertising and statements. Auction will be offered in various amalgamations, including as individual parcels or lots, combinations of parcels or lots, and all parcels or lots. Contact agent for the sale order pertaining to this auction and or see sale order addendum day of sale for more details. Note each sale has a specific order, some and or all terms may apply, contact agent for details. Online Terms Apply.

GENERAL TERMS AND CONDITIONS

- Please read and review the Real Estate Terms thoroughly prior to bidding on any property, if you have not read and understand these terms. Do not bid. By bidding on the property, buyer agrees to all terms and conditions set forth and enters into a contractual agreement to purchase the property under the following terms and conditions.
- Any inspection of the purchase and title documents by bidder's council must be done prior to bidding.
- The auctioneer reserves the right, at their discretion, to either decrease the extension time, extend the closing time, and enable or disable combinations. All extensions and combination changes are subject to announcement.
- The auctioneer reserves the right, at their discretion, to increase or decrease bid increments.
- Any bid submitted during the sale is binding upon the bidder until the sale is concluded and the winning bidder(s) are declared. It is possible the previous bids can become the winning bids if other combinations cause them to move back into winning position.
- Per Ohio Law all sales are with reserve unless otherwise stated. Bids remain binding upon the bidder(s) until seller has confirmed or declined bids within 24 hours unless otherwise stated.
- The auto-extend feature for online only real estate sales will be 5 minutes for the first 30 minutes of extension. If there has been 30 minutes of extension past the stated soft-close time the extension time will fall to 3 minutes. It is strongly advised bidders remain with the bidding platform and are aware of any changes to the extension time. Each auction has it's own extension time. Please refer to individual auction terms or contact agent/auctioneer for specific extension information.

1. Acceptance Please read Kaufman Realty & Auctions, LLC's, Kaufman Realty & Auctions WV, LLC's, and Kaufman Auction's (collectively, "Kaufman") Terms and Conditions ("Terms and Conditions") carefully. By accessing www.kaufman-auctions.com, www.kaufmanauctionswv.com, and any and all related website links of Kaufman (collectively, "Website") or by participating in an online auction, You signify Your consent to both these Terms & Conditions and the conditions of Kaufman's Privacy Policy ("Privacy Policy"). These Terms & Conditions constitute a binding legal agreement between You as the user ("You", "Your" or "Bidder") and Kaufman, its subsidiaries, affiliates, and Kaufman's commonly owned affiliated companies (collectively "Kaufman," "We," "Us" or "Our"). These Terms & Conditions set forth the legally binding terms for Your use of Kaufman's services and shall apply to all users of Kaufman's Website. By using this Website, You agree to and are bound by these Terms & Conditions and also acknowledge that: (a) You have had the opportunity to review all of the information located on the "Help & Support" page located at <https://www.kaufman-auctions.com/support/> (and links therein) and (b) You have had the opportunity to ask questions regarding the use of Kaufman's Website by telephone or email and to have those questions answered. Additionally, by accepting these Terms & Conditions, You acknowledge that Kaufman is not the Owner or Seller of items contained in these online auctions and that Kaufman is acting solely as the agent for the Owner or Seller. You also acknowledge that no relationship of any type or nature is created between You and Kaufman (including but not limited to employee, independent contractor, or agent). However, Kaufman reserves its rights to enforce all terms of sale included in accordance with these Terms & Conditions.

1.1 Additional Terms You will be required to agree to additional terms and conditions on a per online auction basis. These additional terms and conditions are stated in the specific online auction in which You choose to participate. These additional terms are hereby incorporated into Kaufman's Terms & Conditions as an integral part hereof.

1.2 Modification of Terms Kaufman may modify these Terms & Conditions at any time and such modification shall be effective upon being posted on Kaufman's Website at <https://www.kaufman-auctions.com/support/terms/>. You agree to be bound to any changes to these Terms &

Conditions when You use the Website or participate in an online auction after any such modification is posted. It is therefore important that You keep Yourself up to date with these Terms & Conditions and any changes to them. THESE TERMS & CONDITIONS ARE LEGALLY BINDING AND IF YOU VIOLATE ANY PART OF THEM, KAUFMAN MAY SEEK LEGAL RELIEF, INCLUDING BUT NOT LIMITED TO REPORTING YOUR CONDUCT TO APPROPRIATE LAW ENFORCEMENT ENTITIES. PLEASE NOTE THAT THESE TERMS & CONDITIONS INCLUDE AN AGREEMENT BY WHICH YOU INDEMNIFY KAUFMAN AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF HOLMES OR TUSCARAWAS COUNTY, OHIO FOR ANY DISPUTES ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE AND ANY SERVICES OFFERED BY KAUFMAN.

ACCESS AND USE OF THE WEBSITE

2. Website Access Kaufman hereby grants You permission to use the Website as set forth in these Terms & Conditions, provided that: (a) You will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose and/or in a manner allowed by Kaufman; and (b) You will otherwise comply with all of these Terms & Conditions.

2.1 Use of the Website You accept sole responsibility for all Your activities using the Website, including Your conduct on the Website and any all content You may submit, post, or share via the Website. You may not use the Website for any unauthorized or illegal purpose. You further agree not to copy, reproduce, or publicly display any content from the Website outside the functions of the (i) It is in Kaufman's sole discretion to accept or decline the instructions of any individual who claims to be authorized to make direct changes to Your Bidder Account, so long as the person presents the appropriate account information. We shall not be responsible for the actions made by any individuals who misuse or misappropriate Your account information or other assets using Your Bidder Account, password, or other appropriate identifying information. If Your Bidder Account has been compromised, it is Your responsibility to notify Us immediately of any unauthorized use on Your Bidder Account.

REGISTRATION

3. Registration If You would like to participate in Our online auctions, You must become a registered bidder and create a Bidder Account. You agree to provide true, accurate, current, and complete information about You and/or Your organization, as applicable, and as requested during the registration process.

3.1 Requirements By using Kaufman's Website, You represent and warrant that (a) all registration information is truthful and accurate; (b) You will maintain the accuracy of such information; and (c) You are 18 years of age or older and have full legal capacity to complete such contractual action without need for any additional approval or consents. If You do not qualify, You are not permitted to participate in Our online auctions.

COMMUNICATION WITH YOU.

4. Customer Service Contact To contact Our Customer Service – please use any of the options listed below:

- Contact Us Online: Send Us a message online by completing and submitting the information located at <https://www.kaufman-auctions.com/support/contact/>. Specific online auctions may also contain a "Contact Us" section that can be completed and submitted.
- Contact Us by Phone: (888) 852-4111 during the service hours of 9AM – 4PM (ET), Monday through Friday.* Specific online auctions may also contain contact information for individuals that can be contacted via telephone and/or email.
- Contact Us by Mail: Kaufman Realty & Auctions, LLC, P.O. Box 422, Sugar creek, Ohio 44681 and 399 W. Main St., Bridgeport, WV 26330

*Our service hours may be reduced during certain national and/or religious holidays.

4.1 Email Communication Kaufman and Our partners and agents reserve the right to send messages to You regarding any matter related to the Website, including but not limited to Your Bidder Account, online auctions, items in online auctions, and these Terms & Conditions. Further, You consent to receive such emails at the email address(es) You enter into Your Bidder Account.

4.2 Telephone Communication Kaufman and Our partners and agents reserve the right to contact You via telephone (either by a live person, automatic dialer, prerecorded message, or a combination of the foregoing) regarding any matter related to the Website, including but not limited to Your Bidder Account, the online auctions, the items in the online auctions, and these Terms & Conditions. Further, You consent to receive such phone calls at the telephone number(s) You enter into Your Bidder Account.

4.3 Text Communication Kaufman and Our partners and agents reserve the right to contact You via text message if You opt in to "Text Alerts" in Your Bidder Account. By opting in for this functionality, you consent to receive text messages by automated means. Allowing "Text Alerts" is not a condition of purchase. This service is free from Kaufman; however, carrier message and data rates may apply. To take advantage of Kaufman text messaging alerts, you must have a text messaging-enabled mobile device with a text messaging plan. The number for this device must be entered in as Your "Phone Number" in Your Bidder Account.

4.4 Direct Mail Communication Kaufman and Our partners and agents may send you promotional details for Our services which We believe may interest You. If at any time You do not wish to receive these communications, please send Us a message at <https://www.kaufman-auctions.com/support/contact/>.

WARRANTY OF ITEMS

5. Warranty of Items All items are sold AS IS, WHERE IS, with NO WARRANTY, express or implied. All guarantees of authenticity, express or implied, are hereby disclaimed. Dimensions given for items may be approximate measurements. Do not assume a lot consists of more than one item simply because they are connected or pictured together. Please read the descriptions carefully to determine what is included in each lot. There shall be no returns or exchanges of items purchased by You. Kaufman makes all efforts to accurately describe items, but You accept any and all responsibility for viewing, verifying, and purchasing items.

5.1 Changes in Circumstances

All aspects of an online auction are subject to change without prior notice. Kaufman reserves the right to (a) add or remove items from an online auction; (b) split or combine lots; (c) make changes to the online auction ending times and pick-up date and/or time; (d) cancel, suspend, extend, or reschedule an individual item and/or online auction event; and (e) take any other action Kaufman deems necessary to affect the fair conduct of an online auction.

BIDDING INSTRUCTIONS

6. Bidding Offer Placing a bid constitutes a binding offer between You the Bidder and the Owner/Seller that cannot be rescinded or retracted. If the bid is accepted by Kaufman (as determined by Kaufman in its sole discretion), You are contractually obligated to buy the item at the price stated as Your bid, as well as all other applicable taxes, fees, and buyer premiums stated in the specific online auction you choose to participate in.

6.1 With Reserve Per Ohio Law all sales are with reserve unless otherwise stated. Bids remain binding upon the bidder(s) until seller has confirmed or declined bids within 24 hours unless otherwise stated.

6.2 Participation PRIOR TO BIDDING, IT IS IMPORTANT THAT YOU FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS, ALL OF THE INFORMATION LOCATED ON <https://www.kaufman-auctions.com/support/> (AND LINKS THEREIN), AND THE TERMS AND CONDITIONS STATED IN THE SPECIFIC ONLINE AUCTION YOU CHOOSE TO PARTICIPATE IN. ENSURE THAT THE AUCTION PICK-UP DATE AND TIME WORKS WITH YOUR SCHEDULE BEFORE BIDDING. KAUFMAN CANNOT GUARANTEE THAT YOU WILL BE THE WINNER OF ANY ITEM. ADDITIONALLY, TIME IS OF THE ESSENCE IN RESPECT TO ALL PROVISIONS OF THESE TERMS & CONDITIONS.

6.3 Placing a Bid Depending on the specific online auction, You may place bids in the following ways: (1) Max Bid; (2) ForceBid/JumpBid; and (3) Ultimate Choice Bidding Platform.

Max Bid allows You to enter Your Max Bid and the system will continue to bid for You by increments until it reaches Your Max Bid.

ForceBid/JumpBid is a bidding strategy by which a bidder increases the bid by more than the next accepted bid (for example, placing your bid at \$150 when the next accepted bid is \$125). This practice is used by some bidders to discourage others from bidding in hopes of acquiring an item at a lower price. There are many theories on the effectiveness of this practice and if You choose to apply this practice, You do so at Your own discretion.

If the Ultimate Choice Bidding Platform is being utilized, there is no max bidding feature. Once You have clicked on the lot or combination of lots and click get price, You then have two options. You can simply click submit bid to enter Your bid at the amount displayed or You can enter a higher bid in the space provided. Your bid will be implemented at this amount. This is not max bidding, so the bid will be placed at the exact amount You enter.

If the specific auction You choose to participate in is online only, bidding

will begin at a certain time and date and end at a certain time and date. Depending on the specific auction You choose to participate in, should a bid be placed within a certain amount of minutes before the auction's ending time, the ending time will automatically be extended from the time that bid is placed. The time will continue to extend until the bidding activity has stopped. The online only auction closes when the timer on the auction hits zero. The winning bidder of an item is the last bidder the bid history recorded before the timer hits zero. Kaufman, in its sole discretion, may determine when and how long it chooses to extend the auction's ending time.

If the specific auction You choose to participate is online and live (simul-cast), pre-bidding will begin at a certain time and date and end at a certain time and date. The actual live portion of the auction in which online and live bidding will occur will begin at a certain time and date and end on the same date at a later time.

You can read more about auction terminology and the bidding functions and how they operate at: <https://www.kaufman-auctions.com/support/terminology/>; <https://www.kaufman-auctions.com/support/bidding/how-to/>; and <https://www.kaufman-auctions.com/support/bidding/>.

- Outbid Alerts will be sent via email to You if You have been outbid.
- High Bid Alerts will be sent via email to You if You are the high bidder.
- Low Bid Alerts will be sent via email to You if You are the low bidder.

6.4 Bid Notifications For the above notifications, if elected, You also receive text notifications. Notifications can be configured in Your Bidder Account.

PAYMENT, SHIPPING & LIABILITY

7. Payment Types Kaufman accepts VISA®, MasterCard®, and Discover® as acceptable payment for items purchased. Any purchase in excess of \$2,500.00 must be paid via wire transfer. You may be required to present current identification (such as a valid driver's license or state ID) at time of pick-up. Items will not leave the auction premises until payment, including all applicable taxes, fees, and buyer's premiums, have been made in full. Payment type restrictions for an entire auction or an individual item may apply. Please read the additional terms and conditions stated in the specific online auction in which You choose to participate.

7.1 Buyer's Premium & Sales Tax

If You are the successful bidder, You agree to pay the amount of Your bid plus the buyer's premium stated in the specific online auction in which You chose to participate in, plus any and all applicable state and local sales taxes.

7.2 Tax Exempt If You are a tax exempt bidder, it is Your obligation to go to Your Bidder Account and fill in Your tax exempt number. You will also need to contact Kaufman to confirm Your status as a tax exempt bidder for the specific online auction You choose to participate in.

7.3 Payment Instructions You will receive a final invoice via email when You are the winning bidder. Payment terms are specified in the specific online auction's terms and conditions in which You choose to participate in.

7.4 Shipping Shipping may be available in some auctions but is not guaranteed to be available in any or all auctions. Please check the specific online auction's terms and conditions in which You choose to participate in for shipping costs and availability. Shipping is always at Your expense. Shipping insurance is recommended for all shipped items and must be arranged by You. Kaufman is not responsible for items damaged during the shipping and handling process.

7.5 Liability Regarding Purchases YOU AGREE THAT KAUFMAN SHALL NOT BE LIABLE FOR ANY LIABILITIES, CLAIMS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS), DEMANDS FOR INJURIES, OR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, ANY SERVICES OFFERED BY KAUFMAN, AND ANY ITEMS PURCHASED BY YOU ON THE WEBSITE.

7.6 Failure to Remit Payment Any items not paid for in accordance with these Terms & Conditions and the specific online auction's terms and conditions in which you chose to participate in will be forfeited by You and shall be deemed a breach. Kaufman may, in its sole and absolute discretion, resell the items. Any default by You will be subject to any and all damages that Kaufman incurs, including but not limited to interest, collection fees, moving and disposal fees, and reasonable attorneys' fees and costs. Your bidding privileges may be in jeopardy and may be revoked if You fail to remit payment for an invoice issued. You are also advised that Kaufman may aggressively enforce its rights to the fullest extent of the

law, including civil and/or criminal prosecution.

TERMINATION

8. Termination Kaufman reserves the right, in its sole and absolute discretion, to permanently terminate Your access to Your Bidder Account at any time effective immediately, with or without notice, if We determine or suspect You have violated these Terms & Conditions, any other specific terms and conditions of an online auction, any laws, or the rights of other users or third parties. In the event of termination by Kaufman, Kaufman may pursue any remedy that may be available, at law or in equity, with respect to such breach (including but not limited to recovery of the damages incurred by Kaufman set forth in Paragraph 7.6). Regardless of the reason for any termination, You agree that Kaufman, in its sole discretion, may cancel all current bids placed, withhold items not picked up, or otherwise retain any and all of Your pending purchases.

INDEMNIFICATION

9. Indemnity You agree to indemnify, defend, and hold Kaufman and its members, managers, directors, employees, agents, affiliates, licensors, agents, and other partners (collectively, the "Indemnified Persons") harmless from any loss, cost, expense, liability, claim, or demand, including reasonable attorneys' fees, suffered by any Indemnified Persons due to, arising out of, or in connection with (i) Your use of the Website and any services offered by Kaufman; (ii) any violation by You of these Terms and Conditions, any other specific terms and conditions of an online auction, and any applicable law; and (iii) items purchased by You on the Website.

EVENTS BEYOND CONTROL

10. Interruption of Service Kaufman shall not be responsible or liable for any interruption in service, errors, and/or omissions caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Website. With current technology, it is not possible to develop and operate computer programs (software) and data processing systems (hardware) entirely without error, or to rule out any unpredictable events in connection with the Internet. You acknowledge that the Website is conducted electronically and relies on hardware and software that may malfunction without warning. In the event of any malfunction relating to the Website, We, in our sole discretion, may void any sale, temporarily suspend bidding and/or re-sell any item/lot affected by any malfunction.

TRADEMARK

11. Trademark The trademarks, logos, characters and service marks (collectively "Trademarks") displayed on the Website belong to Kaufman or are used with permission. Nothing contained on the Website should be construed as granting any license or right to use any Trademark displayed on the Website. Your use/misuse of the Trademarks displayed on the Website, or any other content on the Website, except as provided in these Terms & Conditions, is strictly prohibited. You are also advised that Kaufman will aggressively enforce its intellectual property rights to the fullest extent of the law.

GOVERNING LAW & MEDIATION/ARBITRATION

12. Governing Law These Terms & Conditions and their interpretation shall be governed by the laws of the state of Ohio.

12.1 Jurisdiction/Venue IN THE EVENT OF ANY DISPUTE ARISING OUT OF RELATING TO YOUR USE OF THE WEBSITE AND ANY SERVICES OFFERED BY KAUFMAN, YOU AGREE THAT THE VENUE AND JURISDICTION FOR ANY DISPUTE SHALL BE SUBJECT TO THE EXCLUSIVE VENUE AND JURISDICTION OF HOLMES OR TUSCARAWAS, COUNTY, OHIO IF THE ONLINE AUCTION IS CONDUCTED BY KAUFMAN REALTY & AUCTIONS, LLC OR IN HARRISON COUNTY, WEST VIRGINIA IF THE ONLINE AUCTION IS CONDUCTED BY KAUFMAN REALTY & AUCTIONS WV, LLC.

MISCELLANEOUS

13. Severability The provisions of these Terms & Conditions and any additional terms and conditions stated in the specific online auction in which You choose to participate in are severable, and if any part of them are found to be unenforceable, the other paragraphs shall remain in full force and effect.

13.1 Headings The headings in these Terms & Conditions are included for convenience only and shall neither affect the construction or interpretation of any provision in these Terms & Conditions nor affect any of the rights or obligations of You and Kaufman.

Auction Terms & Conditions

Auction to be conducted by Kaufman Realty & Auctions, LLC

<https://www.kaufman-auctions.com>

