



This bidder agreement ("Agreement") is entered into by and between Arizona Investors Alliance, L.L.C. dba www.BidAZForeclosures.com ("Arizona Investors Alliance") and _____ ("Bidder").

WHEREAS, Arizona Investor Alliance developed and maintains an internet based database of real estate properties for sale; and

WHEREAS, Bidder desires to gain access to Arizona Investors Alliance's database; and

WHEREAS, the Bidder and Arizona Investors Alliance (the "Parties") desire to enter into this Agreement intended to contain the essential terms and conditions of the agreement reached by the Parties whereby Arizona Investors Alliance will make its database available to Bidder, and is willing to represent Bidder at Trustee's Sales.

NOW THEREFORE, in consideration of the execution of this Agreement and the respective recitals, promises, covenants, releases, and agreements contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to settle their disputes and covenant and agree, as follows:

- 1.0 Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated by reference as though fully set forth herein.
- 2.0 Bid Deposit.
 - 2.1 Bidder will pay Arizona Investors Alliance the sum of Five Thousand and 00/100 Dollars (\$5,000.00), which sum will be deposited in Arizona Investors Alliance's deposit account ("Bid Deposit").
 - 2.2 The Bid Deposit will be maintained by Arizona Investors Alliance and used to facilitate Bidder's purchase of real property.
 - 2.3 Provided that the Bid Deposit has cleared through Arizona Investors Alliance account, it is fully refundable upon request by the Bidder unless it has been committed to Bidder's purchase of real property. The Bid Deposit is committed to a purchase upon the acceptance by a Trustee or other seller, of Bidder's bid.
 - 2.4 Bidder may elect to either apply the Bid Deposit to a purchase, or allow the Bid Deposit to remain in Arizona Investors Alliance's deposit account.
- 3.0 Website. Upon payment of the Bid Deposit, Bidder will be granted electronic access to Arizona Investors Alliance database through www.BidAZForeclosures.com ("Website"). Bidder's use of the Website is governed by the Website User Agreement, Disclaimer, and Privacy Policy ("Terms of Use"). The Terms of Use are specifically incorporated into this Agreement by this reference. Violation of any the Terms of Use may result in Arizona Investors Alliance's termination of this Bidder Agreement, revocation of bidding privileges and loss of access to the Website.
- 4.0 Bidding. Once a bid is accepted by a Trustee or other seller, Arizona Investors Alliance will notify Bidder of the sale and provide Bidder with payment instructions. However, payment in full must be received by Arizona Investors Alliance no later than 2:00 p.m. of the next business day following the sale.
- 5.0 Vesting of Title. Bidder is responsible for providing Arizona Investors Alliance, in a timely manner, the name in which it will accept title of real property.

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- 6.0 Surcharge. In the event Bidder is successful in acquiring any property listed on the Website, Bidder shall pay Arizona Investors Alliance the sum of Two Thousand and 00/100 Dollars (\$2000.00) for properties purchased under One Hundred Thousand and 00/100 Dollars (\$100,000.00) Three Thousand and 00/100 Dollars (\$3,000.00") for properties purchased above One Hundred Thousand and 00/100 Dollars (\$100,000.00) Five Thousand and 00/100 Dollars (\$5,000) for properties above Five Hundred Thousand Dollars and 00/100 Dollars (\$500,000) and for properties purchased over One Million Dollars and 00/100 (\$1,000,000) the sum of Ten Thousand Dollars and 00/100 (\$10,000) as a surcharge for the privilege of accessing the Website ("Surcharge"). This Surcharge will be immediately due and payable with the purchase price.
- 7.0 Forfeiture of Bid Deposit. In the event Bidder fails to consummate a purchase after a successful bid, Bidder forfeits the Bid Deposit to the Trustee or seller. In addition, the Surcharge identified the Section 6.0 above will be immediately due and payable.
- 8.0 Indemnification. Bidder will indemnify Arizona Investors Alliance from any losses, claims, damages, costs or attorney's fees which it incurs as a result of Bidder's failure to consummate a purchase after a successful bid.
- 9.0 Warranties. In addition to the terms of use, Arizona Investors Alliance makes no express or implied warranty as to the condition, or lien position, of any property listed on the website. The information contained on the website has been secured from sources Arizona Investors Alliance believes to be reliable, but makes no representation or warranties, expressed or implied, as to the accuracy of the information. All references to square footage, improvements, condition, liens, are approximate and are not guaranteed. Arizona Investors Alliance highly recommends Title Insurance on each property; if you chose to not purchase title insurance a waiver will be required. Under NO circumstances is Arizona Investors Alliance liable for any title related issues, expenses or costs.
- 10.0 General Provisions.
- 10.1 This Agreement, in conjunction with the Terms of Use, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All agreements, covenants, representations and warranties of the Parties, expressed and implied, oral and written, with regard to any subject matter are contained in this Agreement. No other agreement, covenants, representations, or warranties, expressed or implied oral or written, have been made by the Parties with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein, and superseded by this Agreement. This is an integrated agreement.
- 10.2 The laws of the State of Arizona shall apply in all interpretations of this Agreement. The Parties agree that in the event any action is commenced in connection with the Agreement, venue for such action or proceeding shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona.
- 10.3 If, after the date of this Agreement, any provision hereof is held to be illegal, invalid, or unenforceable, then such provision(s) shall be fully severable and the remainder of the

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Agreement shall remain in full force and not affected thereby; however, in such event, the affected parties will immediately negotiate in good faith and replace the invalid provision with a comparable term which, to the best of the affected parties' ability, fulfills the intent and effectuates the purpose of the invalidated provision.

- 10.4 This Agreement shall not be altered, modified or amended except by written agreement signed by all of the Parties hereto.
- 10.5 In the event of a breach, the breaching party agrees to pay all costs and reasonable attorneys' fees incurred in enforcing this agreement, regardless of whether litigation has actually been filed.
- 10.6 This Agreement may be signed in any number of counterparts; all counterparts are deemed to constitute one and the same instrument and each counterpart is deemed to be an original of that instrument. Counterparts are binding and effective when this Agreement has been executed by all Parties.
- 10.7 The Parties shall cooperate fully in the execution of any and all other documents and in the completion of additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, and to consummate the transactions contemplated by this Agreement.
- 10.8 Whenever the context so requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender.
- 10.9 The headings set forth herein are inserted for the convenience of the Parties only, and shall not be used to interpret or construe or in any other way affect the meanings of the terms and provisions of the Agreement.

DATED this _____ day of _____, 20_____.

BIDDER

By: _____
Tax ID #: _____

Arizona Investors Alliance, L.L.C. An Arizona Limited Liability Company

By: _____
Its: _____