

Rebuilding Hope— The RTMC Playhouse Project Terms and Conditions of Sale

1. The auctioneer and Rebuilding Together Montgomery County, Inc. ("RTMC") reserve the right to combine items for sale and to withdraw any item at any time before the auctioneer announces completion of the sale or RTMC certifies any on-line auction sale. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot as named in the catalog of items.

2. The minimum bid for each playhouse is stated at the event website www.rebuilding-hope.org and the event program. The auctioneer will use bidding increments of \$500 unless otherwise announced by the auctioneer.

3. The highest bidder acknowledged by the auctioneer shall be the Buyer, except for any Buyer that is accepted and certified by RTMC through an online "buy now" sale. The auctioneer has the right to reject any bid and to advance the bid at his absolute discretion and, in the event of any dispute between bidders, to determine the successful bidder or to reoffer and resell the item in dispute. RTMC reserves the right to reject any on-line bid and to advance on-line bidding at its absolute discretion and, in the event of any dispute between bidders, to determine the successful bidder or to reoffer and resell the item in dispute. Should there be any dispute after the sale, whether at the live auction or on-line auction, the record of final sale shall be conclusive.

4. On the fall of the auctioneer's hammer or the acceptance and certification of an on-line sale, Buyer will pay the full sales price and supply or confirm his or her name and address. Payment may be made by personal check, Visa, MasterCard or American Express. All checks are to be made payable to Rebuilding Together Montgomery County, Inc., and are subject to collection. If a credit card is used for payment, the Buyer shall pay all credit card processing and transaction fees. Such fees are estimated to be 2.5% of the sales price for Visa and MasterCard, and 3.0% of the sales price for American Express, but such percentages are not guaranteed.

5. Buyer will be required to pay any applicable sales taxes in addition to the sales price. Sales taxes are estimated to be 6.0% of the sales price, but such percentage is not guaranteed.

6. RTMC will provide limited delivery service for the playhouse with direct street access. The delivery services provided by RTMC are limited to: (a) 50 miles from the auction site with direct street access to the delivery location; and (b) delivery of the playhouse to the driveway of the address which Buyer designates. Buyer or an authorized representative of Buyer must be present to accept delivery of the playhouse. Buyer assumes all risk of loss or damage to the playhouse upon such delivery. BUYER MUST ACCEPT DELIVERY NO LATER THAN JUNE 15, 2014. Buyers who do not meet the foregoing delivery criteria or who otherwise wish to arrange for their own delivery are responsible for all shipping costs and shipping arrangements and shall be responsible for any and all damages to the playhouse from and after the time that the playhouse is received by the carrier, including any and all damages incurred in delivery and/or transportation of the playhouse. BUYERS WHO ARRANGE THEIR OWN DELIVERY MUST HAVE THEIR PLAYHOUSE PICKED UP NO LATER THAN JUNE 15, 2014. In addition to all other limitations and waivers of liability in these Terms and Conditions of Sale, RTMC shall have no liability with respect to any playhouse that is not picked up or for which delivery is not accepted pursuant to this Section by June 15, 2014.

7. RTMC's liability for damage to the playhouse incurred during delivery provided by or on behalf of RTMC is limited to the lesser of: (a) the reasonable cost to repair such damage; or (b) the purchase

price for the playhouse paid by Buyer. As set forth in Section 6 above, RTMC shall have no liability for any damage to a playhouse incurred during delivery provided by any third party.

8. Buyer will be responsible, at Buyer's sole expense, for the installation of the playhouse, including but not limited to preparing any ground supports and/or leveling the ground to accommodate the playhouse. Buyer will be responsible, at Buyer's sole expense, for compliance with all applicable laws, regulations and requirements and homeowner's association covenants, rules and restrictions and any other covenants, rules and restrictions relative to the playhouse and the installation, location and use of the playhouse.

9. Buyer assumes full responsibility for the installation and use of the playhouse. Buyer releases RTMC and the designers, builders, and donors of the playhouse and sponsors of the playhouse auction from and against any and all claims (including, but not limited to, attorney's fees and court costs) based upon, connected with, or arising from (or alleged to be based upon, connected with, or arising from) the design, construction, installation, or use of the playhouse (collectively, "Claims"), and Buyer agrees to indemnify, defend, protect, and hold harmless RTMC and such designers, builders, donors, sponsors and their respective members, officers, directors, employees, agents, affiliates, successors and assigns (each an "Indemnified Party") from and against any and all Claims.

10. Each playhouse and any other items are sold "AS IS". EXCEPT TO THE EXTENT EXPRESSLY REQUIRED BY APPLICABLE LAW, NEITHER RTMC NOR ANY OTHER INDEMNIFIED PARTY MAKE ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE WITH RESPECT TO THE PLAYHOUSES OR ANY OTHER ITEMS AUCTIONED OR SOLD AND NO STATEMENT CONTAINED IN ANY AUCTION MATERIALS, THE EVENT WEBSITE, OR OTHERWISE SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY OR AN ASSUMPTION OF LIABILITY BY RTMC OR ANY OTHER INDEMNIFIED PARTY. Except to the extent otherwise allowed under applicable law, no claim of any nature with the respect to a playhouse may be brought by Buyer any time after the date that is one year after the Buyer's purchase of the playhouse.

11. ANY DISPUTE BETWEEN A BUYER AND RTMC ARISING WITH RESPECT TO THE SALE OF A PLAYHOUSE THAT IS NOT OTHERWISE RESOLVED BETWEEN THEM SHALL BE RESOLVED BY BINDING ARBITRATION THROUGH THE AMERICAN ARBITRATION ASSOCIATION OR ANY OTHER ARBITRATOR MUTUALLY AGREED TO BETWEEN THE PARTIES.

12. Buyer shall execute further assurances of these terms and conditions upon request by RTMC including, without limitation, as part of a bill of sale and as a condition to delivery of the playhouse. All terms and conditions shall be binding on Buyer and Buyer's successors, assigns, heirs and personal representatives. If the playhouse is being purchased for donation to a non-profit organization or delivery to a third-party recipient, Buyer will cooperate with RTMC to obtain liability waivers from the recipient.

13. Buyer may be eligible for a charitable contribution tax deduction only to the extent that the amount paid for the playhouse is in excess of its fair market value. For purposes of considering a charitable contribution, the fair market value of each playhouse is stated at the event website and in the event catalog. However, no representation or warranty is given as to whether any portion of the sales price will be tax deductible in the case of any particular buyer.