

Please review all terms and conditions carefully as well as the USMS auction real estate offer contract. AUCTION DATE EXTENDED: 08/14/2019

ALL registration steps must be completed in order to be approved to bid in this auction.

1. Register to bid in the online auction
2. E- Sign the acceptance of terms and conditions document
3. Submit deposit based on the level of expected bidding

Deposit Levels:

1. \$2,500.00 for access to bid up to \$50,000.00 (payable by credit card, E-check, bankwire)
2. \$5,000.00 for access to bid up to \$100,000.00 (payable by E-check or bankwire)
3. \$10,000.00 for full access without limitation (payable by bank wire only)
4. Certified Checks will also be accepted and must be received in our office at least 7 days prior to auction.

This auction for US Marshals Service requires a deposit in order to bid. The deposit schedule is listed above. For non-winning bidders this deposit is fully refundable. For winning bidders this deposit will be retained until earnest money deposit is received. This bidder deposit will not be transferred as part of the earnest money deposit and is an entirely separate transaction.

This auction requires additional steps to be approved to bid - Copy and Paste the link to follow the steps for bidding access.

REGISTRATION STEPS: <https://www.soldoncompass.com/auctions/united-states-marshals-service-property-auction/?preview=true>

**\*\* All Bids on Reserve Lots will be Presented to Seller for Consideration... DONT MISS YOUR CHANCE TO BE THE HIGHEST BIDDER \*\***

US MARSHALS SERVICE Terms and Conditions

The following Terms and Conditions form a part of the Contract that you will enter into in the event you are the highest bidder; read them and the terms of the offer contract offer carefully. Link to the offer contract is provided below. The properties offered for sale in this Auction are being sold by the United States of America by and through the United States Marshals Service ("USMS").

OFFER CONTRACT SAMPLE LINK:

<https://www.dropbox.com/s/xti3dkuj8iy4t9n/USMS%20Offer%20Contract.pdf?dl=0>

Participation in the Auction: By participating in this Auction to purchase real property, you are agreeing that you are submitting a written offer; your act of bidding constitutes your submission of a written offer in the amount of your bid and that Offer will be in the form of the linked document. Be sure to read the Offer document and these Terms and Conditions before bidding because your bid binds you to the provisions contained therein. The Auction is a means of collecting Offers and the USMS is not bound by any Offer until an employee of the USMS, with the appropriate authority, signs the Offer. The USMS retains the right to reject any and all offers.

OFFER CONTRACT SAMPLE LINK:

<https://www.dropbox.com/s/xti3dkuj8iy4t9n/USMS%20Offer%20Contract.pdf?dl=0>

Earnest Money Deposit: If your bid on a particular parcel of real property is the highest bid and it is accepted by the USMS you agree to wire an Earnest Money Deposit to Seller's escrow within 24 hours. The Earnest Money Deposit will be in the amount of 10% of the prevailing bid or \$2,500.00, whichever is greater. If accepted bidder fails to provide the bank wire in the stated timeframe the bidders card may be charged for the earnest money deposit plus a 3% processing fee and is non-refundable. By bidding in this auction you grant the right and authority to charge the credit card used for registration in the event that the bank wire is not received and no chargebacks are allowed.

Condition of the Property: You agree that you will accept the Property in "As-Is" condition and subject to all defects, including those defects that affect title, physical condition, environmental condition, lead-based paint where applicable, and legal status such as zoning and building codes. Seller makes no warranty as to title, condition, or legal status.

Possession: Other than as disclosed in the web page for any particular parcel of property, Seller makes no representation as to the occupancy of any parcel offered for sale in this Auction and Seller further will not place you in possession of the Property at closing. That is, Seller will not evict any tenants or squatters who may be present on the Property. It is your duty to conduct your own due diligence regarding the status of occupancy prior to bidding. After closing, it is your obligation to ensure that your possession of the Property is lawfully accomplished. It is expressly up to the buyer to verify whether or not the property is occupied.

Due Diligence: You are responsible for verifying the legal description, condition of title, square footage, acreage, zoning regulations and conformity, taxes, back taxes, liens, permitting, utilities, school zones, condition of property, HOA dues, and any and all other information you deem appropriate. You are responsible to conduct any and all due diligence you deem necessary at your expense prior to bidding. There are NO CONTINGENCIES to this sale and the USMS is not offering an inspection period prior to or after the bidding. Bidders may enter unoccupied properties to conduct limited due diligence at their own risk, but may not enter any property identified as occupied and may not enter any structures on the property without prior written approval from Compass Auction & Real Estate, LLC. Bidders may not conduct any invasive or destructive testing of the property, including phase II environmental site assessments.

**Bidder Registration Qualifications:** To be allowed to bid, we HIGHLY RECOMMEND that you be fully register with Compass Auctions & Real Estate, LLC PRIOR TO August 9th, 2019, by 3:00 PM EST. Anyone registering between 3:00 PM and 5:00 PM does so at their own risk and may not be allowed to bid. The bidder deposit MUST be received in full prior to August 14th at 9:00am EST. If you are bidding on behalf of someone else, you must provide a notarized specific power of attorney authorizing you to bid and execute documents for the purchaser. The foregoing documentation must be provided within 24 hours of the acceptance of your bid by the USMS.

**Auction Bidding Process:** Auction will open for bidding on July 25th, 2019, at 9:00 AM EST and bidding will have a soft close on August 14, 2019, at or around 1:00 PM EST. Any bid submitted to the on-line Auction constitutes a written offer which, upon acceptance by the USMS shall become a binding contract. Do not bid unless you are prepared to have your bid accepted.

**Closing:** The closing on the sale of the property will occur on or before September 13, 2019, subject only to the exceptions allowed in the Offer document link provided above in the first paragraph of these Auction Terms and Conditions. If financing, you must provide your loan commitment documents on bank/lender letterhead. If you are a legal entity such as a trust or corporation, you must provide articles of incorporation, trust documentation or other proof of signing authority. The foregoing documentation must be provided within 24 hours of the acceptance of your bid by the USMS. THIS AUCTION IS SOLD AS IS WHERE IS WITH NO CONTINGENCIES AND IS NOT CONTINGENT ON FINANCING.

EXCEPT AS PROVIDED IN PARAGRAPH 11 OF THE OFFER TO PURCHASE CONTRACT ALL CLOSING COSTS ARE THE RESPONSIBILITY OF THE PURCHASER, INCLUDING COSTS CUSTOMARILY PAID BY THE SELLER UNLESS OTHERWISE AGREED UPON BY THE SELLER.

**Deed:** The Deed to be delivered at closing shall be a deed that grants only that title which grantor may have (which deed may be known as a Quitclaim Deed or a Deed Without Warranty) and said Deed shall provide no warranty and/or insurable title is not guaranteed. Buyer understands and agrees to accept the property and title in its current condition without the above-mentioned guarantees. As such, Buyer assumes any and all liens, delinquent taxes, and any other third-party interests that stand against the property and agrees to hold Seller harmless of any such liabilities.

**Title Report:** USMS may provide a preliminary title report for your information. The title report is not a binding contract and is not an offer to provide title insurance. Neither the USMS nor its contractors or subcontractors makes any assurances as to the accuracy or completeness of any information contained therein. You are to conduct your own due diligence as you deem necessary.

**As-Is Sale:** All properties are being sold "As-is". There are no contingencies in regards to financing, title, inspections or surveys. The buyer is hereby put on notice that if they are the high bidder, they are then committed to proceed with the purchase once documents are executed by the seller. The buyer is responsible for all due diligence prior to placing their bid and the verification of any information advertised. If the buyer fails to close, they will forfeit their earnest money deposit, and could face litigation for performance of contract. Additionally, if the buyer is the high bidder and fails to proceed with the contract, they will forfeit their registration deposit as liquidated damages.

ADDITIONAL AUCTION TERMS AND CONDITIONS:

1. Date of Auction August 14, 2019
2. Auction will begin closing at 1:00pm EST. This auction is using a soft close feature and bidding will extend by 3 minutes when a bid is placed per lot. We recommend that you register to bid prior to August 9th - 3:00pm EST in order to be allowed to bid in this auction.
3. A deposit is required to bid in this auction. The deposit is fully refundable if you are not a winning bidder. If you are a winning bidder, deposit will be retained until Earnest Money Deposit is received. Deposit will be auto-charged to credit card used during registration. If you prefer to send a bank wire you MUST contact our office prior to registration 800-729-6466 or info@soldoncompass.com
4. We recommend All registrations to bid be received prior to 3:00 EST on or before August 9, 2019 in order to insure you approval to bid.
5. All properties are subject to confirmation by the U.S. Marshals Service at the end of the auction the following statement will appear "You May Have Won". Your bid is a legal and binding offer.
6. Errors and Omissions - information has been provided for these properties, however, USMS, Colliers nor Compass will be held responsible, liable, or accountable for any error or omission in descriptions, images, or any information from any source whatsoever. Bidder is responsible for their own research and all information associated with each property. By bidding in this auction bidder is relying solely on their own knowledge, expertise and investigation.

The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or adjust, or separate quantities offered, to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding, to accept or reject any or all bids, to sell out of scheduled sequence, and to cancel or re-schedule an auction. The Auctioneer will call the sale either live, online and or both and control any increments of bidding. Absentee bids may be accepted at the discretion of the Auctioneer, and the Auctioneer reserves the right to enter bids on behalf of absentee bidders. The Auctioneer is the controller of the conduct of the auction and shall be the final and absolute authority without liability to any party. The auctioneer will be the final authority in determining highest bidder in the event of any question as to highest bidder. Auctioneer shall designate the winning bidder after each item is auctioned. If a dispute arises between two or more bidders, the Auctioneers reserve the right to reopen the bidding. The auctioneer's designation of a buyer shall be final.

**ASSUMPTION OF RISK.** Your inspection of the property(ies) and attendance at this auction are at your own risk. Auctioneer, seller, and their respective agents, contractors, and employees expressly disclaim any "invitee" relationship and shall not be liable to any person for damage to their person or property while in, on, or about these properties, nor shall they be liable for any defects, dangers or conditions on the property(ies). All persons enter the property(ies) and attend the auction at their own risk and shall defend, indemnify, and hold harmless auctioneer, broker and seller, their agents, contractors, and employees from any and all liability attendant thereto.

AS IS, WHERE IS SALE. All properties are sold "AS IS, WHERE IS" with no contingencies and is not subject to financing, inspection, or other contingencies to sale. Auctioneer represents the seller only and does not inspect properties. Bidders must conduct their own due diligence, inspection and investigation of each property to determine the suitability of each parcel prior to placing a bid. Bidders must rely solely upon their own investigation and NOT any information provided by the Seller, Auctioneer, Representative, Broker, Agent, Contractor or Employee. Failure of a bidder to be fully informed on the condition of a property will not constitute grounds for a claim or adjustment or to cancel the sale. All the information contained regarding this property was obtained from sources deemed reliable, but is not guaranteed and may be in error. Furthermore, the Auctioneer and Seller DO NOT WARRANT OR IN ANYWAY GUARANTEE the accuracy thereof. Seller has made no independent investigation of any information provided, and assumes no responsibility for the absence or providing of any information, whatsoever, or for the accuracy thereof.

BIDDING AND TECHNOLOGY: Auctioneer reserves the right to withdraw or re-catalog items in the auction as needed. All announcements made day of auction or posted as an update in the terms & conditions will take precedence over any and all written, verbal or electronic statements, Auction Company reserves the right to update terms and conditions at any time without notice. Registration: - Online bidding will be conducted with an online bidding platform-Internet Bidders are required to register with the online bidding platform and receive an Auction Registration Bidder Number. Compass Auctions & Real Estate, LLC. is providing Internet Auction bidding as a service. Compass Auctions will not be held responsible for any issues with technology, or for any missed bids for any reason whatsoever whether live onsite Auction or live bidding over the internet or for any technology issue. - Internet bidders who desire to make certain their bid is acknowledged should use the proxy-bidding feature and leave their maximum bid 24 hours prior to the beginning of the auction. -By registering to bid and/or bidding on any item in the auction the registered bidder has accepted the terms and conditions of the auction and agrees to adhere to and be bound by all sections of the auction terms and conditions. This is a legally binding contract whether attending onsite or by clicking to agree to the terms and conditions online, or by any other digital method whether by fax or email the buyer is bound by the terms and conditions set forth in this contract.

CANCELLATION; LIQUIDATED DAMAGES. If the high bidder breaches any portion of the of these auction Terms of Sale, or the Contract for Sale and/or fails to return all executed copies of all required documents or the required down payment, the seller has the right to cancel or void bidder's high bid offer and shall be rejected by the seller and any and all rights to purchase the property, if any, shall terminate with the seller having the right to offer for sale or sell the property to another without limitation, and the bidder shall pay Auctioneer liquidated damages in an amount equal to the potential loss to the auctioneer, the earnest money deposit or the bid deposit held on bidder's credit card at the time of registration whichever is greater. The bidder hereby authorizes Auctioneer to charge the credit card used to register for the Event the bid deposit or the earnest money deposit whichever is greater to satisfy all or part of the associated damages caused and owed to Auctioneer by bidder.

CONTRACT FOR SALE DEFAULT. If the high bidder executes the Contract for Sale and other required documents and tenders the down payment, but fails to complete the transaction for ANY reason (including, but not limited to, remitting the total purchase amount), the high bidder shall relinquish ANY right to complete the transaction and shall have no rights or interest in the property, as well as forfeit all down payment monies as liquidated damages to Seller. State statutes may give Seller the right to pursue legal action against bidders who refuse to complete transactions. This may include legal action to pursue finalization and or completion of the sale, and or criminal charges.

DISCLAIMERS, NO WARRANTIES, ERRORS & OMISSIONS. AUCTIONEER AND THE SELLER EXPRESSLY DISCLAIM ANY LIABILITY FOR ERRORS, OMISSIONS, OR CHANGES REGARDING ANY INFORMATION PROVIDED FOR THESE SALES. SELLER, REPRESENTATIVES AND AUCTIONEER HAVE NO KNOWLEDGE OF THE SUBJECT PROPERTY OR ITS FIXTURES, CONDITION, ZONING, ENCUMBRANCES, LIENS, ENCROACHMENTS AND ARE NOT RESPONSIBLE FOR SUCH. BIDDERS ARE STRONGLY URGED TO RELY SOLELY UPON THEIR OWN INSPECTIONS AND OPINIONS IN PREPARING TO PURCHASE PROPERTY AND ARE EXPRESSLY ADVISED TO NOT RELY ON ANY REPRESENTATIONS MADE BY THE SELLER, REPRESENTATIVES OR THEIR AGENTS AND EMPLOYEES. PROPERTY INFORMATION MAY BE UPDATED AND CHANGE WITHOUT NOTICE AND POTENTIAL PURCHASERS SHOULD INVESTIGATE ALL DATA FULLY BEFORE RELYING UPON IT AND BID ACCORDING TO THEIR SOLE DISCRETION.

YOU ARE ENTERING A BINDING CONTRACT. THERE ARE NO REFUNDS OR BID CANCELLATIONS. THE REGISTERED BIDDER IS PERSONALLY RESPONSIBLE, LEGALLY AND FINANCIALLY, FOR ALL AUCTION ITEMS BID UPON WHETHER REPRESENTING ONE'S SELF OR ACTING AS AN AGENT. ANY BIDDER WHO FAILS TO COMPLETE A PURCHASE WILL BE BANNED FROM BIDDING AT ALL FUTURE SELLER AND AUCTIONEER AUCTION EVENTS AND MAY BE PURSUED FOR CIVIL AND/OR CRIMINAL VIOLATIONS. BY PLACING A BID IN THIS AUCTION YOU ARE ENTERING INTO A LEGAL AND BINDING CONTRACT. USMS, COLLIERS AND COMPASS AUCTIONS & REAL ESTATE, LLC STRONGLY RECOMMEND REVIEWING THE FULL TERMS AND CONDITIONS, OFFER DOCUMENTS AND CONTRACT.