



U.S. Department of Justice

United States Marshals Service

Asset Forfeiture Division

*Crystal Gateway 3, 9th floor
Washington, DC 20530-0001*

OFFER TO PURCHASE AUCTIONED REAL ESTATE

This Offer to Purchase Real Estate (“Offer”) from the United States of America, acting by and through the United States Marshals Service (“Seller”) is made by _____ (“Purchaser”) for the purchase of the real property located at _____ (“Property”) more particularly described in the advertisement for the property contained on the Auction (as hereinafter defined) web page. Purchaser makes this Offer by placing a bid in the on-line auction (the “Auction”) through which the Property is presented for sale. Purchaser’s act of registering to bid and placing a bid constitutes his/her/its assent to this Offer. At the close of the Auction, Seller may accept this Offer if, and only if, it is the highest bid. Seller will indicate its acceptance by signing this document and, upon acceptance, this Offer will become a contract (“Contract”) for the sale of the Property. Upon acceptance, Purchaser will provide a written signature to supplement his/her/its electronic authentication.

Purchase Price: _____

Earnest Money Deposit _____

Closing Date: September 12, 2019

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

- Closing Obligations.** Seller’s sole obligation under this Contract shall consist of deliver of the Deed to the Property at closing and payment of the recording fee as outlined in paragraph 11. Purchaser’s closing obligations shall consist of delivering the Purchase Price by certified or cashier’s check or by wired funds and the payment of any other expenses of closing as outlined in paragraph 11. The title to be conveyed at closing is by Special Warranty Deed. Seller will be responsible for paying any outstanding back taxes or liens.
- Earnest Money.** The Earnest Money Deposit shall be the amount of 10% of the Purchase Price or \$2,500.00, whichever is greater. Purchaser agrees to wire the Earnest Money Deposit to Seller’s escrow within 24 hours of the Offer being accepted by Seller. If Purchaser fails to wire the Earnest Money Deposit within the foregoing timeframe, Purchaser agrees to allow his/her/its credit card to be charged for the Earnest Money Deposit plus an additional 3%

processing fee, which is non-refundable. As a condition of this Contract, Purchaser waives any option he/she/it may have under federal, state, or local law to select his/her/its own title and escrow companies and will accept the Sellers title and escrow services, who are experienced with asset forfeiture sales.

3. **Closing Date.** The closing (“Closing”) shall take place on or before the date set forth above unless the Closing Date is extended by Seller under the terms of this Contract. The Closing shall be held at a place designated and approved by Seller. At the request of Purchaser Seller may, in its sole discretion, extend the Closing in exchange for a charge of \$100.00 *per diem*. Seller may unilaterally extend the Closing for up to 30 days, in good faith, for its own convenience.

4. **No Contingencies.** Purchaser’s obligation to purchase the Property under this Contract IS NOT contingent upon any event or occurrence, including obtaining financing for the purchase of the Property or the sale and closing of any other real property. Nor is the contract contingent on inspections of property, soil testing, surveys or title inspections.

5. **Occupancy of the Property.** Seller does not undertake to provide possession of the Property. It shall be the sole responsibility of Purchaser to ensure that his/her/its possession of the Property is lawfully accomplished. Additionally, Seller will not be held responsible for the removal or eviction of any squatters and/or vagrants who unlawfully inhabit the property prior to or after closing.

If the Property is currently vacant, Purchaser will not use or occupy or cause or permit others to use or occupy the Property prior to Closing. If the Property is currently occupied by a tenant under an Occupancy Agreement with the Seller, Seller will transfer to Purchaser at Closing such security deposits as are in its possession. Purchaser acknowledges that the United States does not typically receive security deposits in forfeiture and the receipt of any such deposits is not a condition of this Contract. Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations governing the relationship between landlord and tenant. In such case, Purchaser agrees to assume at Closing all duties and responsibilities of a property owner and landlord under all applicable ordinances and regulations and any existing lease or occupancy agreement, at Purchasers sole responsibility and cost.

6. **Forfeiture.** Purchaser acknowledges and agrees that the Property was acquired by Seller pursuant to an order of forfeiture issued by a United States District Court (the “Order of Forfeiture”). As a consequence of Seller’s acquisition of the Property through forfeiture, Seller’s knowledge of the Property is limited. In the event of a conflict between the description of the Property in this Contract and the description of the Property set forth in the Order of Forfeiture, the description of the Property in the Order of Forfeiture shall prevail. Purchaser hereby covenants and represents to Seller that, in the purchase and acquisition of the Property, Purchaser is not acting, and will not act, directly or indirectly, in concert with, or on behalf of, the person or entity from whom the Property was forfeited or whose conduct resulted in the forfeiture of the Property or those persons acting in concert therewith.

7. **Disclosures.** Purchaser acknowledges that the Seller is the United States of America and is not bound by the law of any state, including state disclosure laws. Accordingly, to the fullest extent allowed by federal law, Seller is and shall be exempt from providing or filing any disclosure statement with respect to the Property, such as the nature of the criminal activity which precipitated the forfeiture, including the possibility that the Property was used as a clandestine drug lab.

8. **Condition of Property.** As a material part of the consideration to be received by Seller under this Contract, PURCHASER AGREES TO ACCEPT THE PROPERTY "AS-IS" and subject to any defects or limitations related to: lack of compliance with zoning, land use, or building codes, laws, rules, ordinances, or regulations of any Governmental authority; any latent or patent defects, environmental conditions, or mold; or any potential past criminal use. Seller has never occupied this Property and makes no representations or warranties regarding the Property, including its habitability.

9. **Due Diligence.** Purchaser is responsible for conducting his/her/its own due diligence in accordance with the Terms and Conditions governing the Auction.

10. **Personal Property.** Purchaser agrees that any items of personal property, except for installed appliances located on the Property ("Personal Property") shall not be included in the sale of the Property or the Purchase. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of Closing.

11. **Closing Costs and Adjustments.**

EXCEPT AS PROVIDED BELOW ALL CLOSING COSTS ARE THE RESPONSIBILITY OF THE PURCHASER, INCLUDING COSTS CUSTOMARILY PAID BY THE SELLER UNLESS OTHERWISE AGREED TO BY THE SELLER.

Purchaser and Seller shall pay their own Closing, settlement, and attorney's fees.

If, at Closing, the Property is occupied by a tenant under an Occupancy Agreement with Seller, at Closing all rent due and payable and collected from the occupants for the month in which the Closing occurs will be prorated between the Seller and the Purchaser as of the Closing Date.

Seller shall not be responsible for any amounts due, paid, or to be paid after Closing. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the Closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller.

Purchaser recognizes and expressly accepts that the Seller is exempt from paying any and all form of taxes to local and state authorities, including any transfer taxes associated with the recordation of deeds or any other document associated with the transfer of property by the United States of America. Should the local and/or state jurisdiction within which the Property sits nonetheless require full payment of those costs then, regardless of local custom or any provision in this Contract to the contrary, Purchaser shall be fully responsible for the payment of those costs

to complete the transaction. Notwithstanding this provision, Seller will pay for the recording of the Deed.

12. **Waivers.** As a material part of the consideration to be received by Seller under this Contract as negotiated and agreed to by Purchaser and Seller, Purchaser waives the following:

- a. All rights, if any exist, to file and maintain an action against Seller for specific performance and any right to record a *lis pendens* against the Property or to record or file this Contract, or any memorandum thereof, in the official real property records, or any other provisional or permanent remedy that would cloud title to the Property or prevent or impair Seller from conveying the property to another;
- b. All rights to dispute in state court any controversy, claim or other matter in question arising out of or relating to this Contract or its breach; and
- c. All rights, if any exist, to binding or non-binding arbitration or mediation.

13. **Termination.** If Closing does not occur, through no fault of Seller, on or before the Closing Date, Seller may, in its sole and absolute discretion elect to: (a) retain Earnest Money Deposit as liquidated damages, and/or (b) elect to pursue any remedy in law or equity. Purchaser hereby agrees that in either event the escrow agent shall release the Earnest Money Deposit to Seller and hereby waives the benefit of any federal, state, or local law which would inhibit the immediate release of the Earnest Money Deposit to Seller. Seller shall have the right, at Seller's sole discretion, in good faith, to terminate this Contract at the convenience of the Seller. In the event the Seller elects to terminate this Contract under this section, through no fault of Purchaser, Seller shall return the Earnest Money Deposit to Purchaser, and the parties shall have no further obligation under this Contract.

14. **Interpretation.** In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Contract.

15. **Severability.** Any term or provision of this Contract that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Contract or affecting the validity or enforceability of any of the terms or provisions of this Contract in any other jurisdiction. If any provision of this Contract is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

16. **Assignment of Contract.** Neither this Contract nor any of the rights, interests, or obligations hereunder may be assigned by Purchaser (whether by operation of law or otherwise) without the prior written consent of the Seller.

17. **Counterparts.** This Contract may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together,

shall constitute one agreement. This Contract may be delivered by facsimile or electronic mail in Portable Document (PDF) format.

18. **Governing Law.** The enforcement, interpretation, and construction of this Contract and all matters relating hereto, shall be governed by federal law, and in the event that federal law is silent or inapplicable, and as federal law permits, the laws of the state in which the property is physically located shall apply, without giving effect to the conflict of laws principles thereof.

19. **Integration.** This Contract, and Purchaser's bids in the Auction, the Terms and Conditions of the Auction, and the legal description provided on the Auction web-page for the Property shall constitute one agreement between the parties with respect to the sale of the Property and supersedes all prior arrangements or understandings with respect thereto, written or oral. The terms of the said agreement shall not be altered except in writing signed by both parties.

20. **Special Stipulations.**

PURCHASER'S OFFER:

Entity Name: (if applicable): _____

By: _____

Name: _____

Title: _____

Tax I.D. No. (if an entity): _____

Agent Name (if applicable): _____

Agent Telephone Number: _____

Agent E-mail Address: _____

By: _____

Name: _____

Title: _____

SELLER'S ACCEPTANCE:

Accepted this _____ day of _____, 2019

For and on behalf of the **United States of America**
By the **United States Marshals Service**

By: _____

Name: _____

Title: _____