**Auction 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 [*link:* Offer] carefully.** 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”).

**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 theOffer 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.

**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 recommend that you be fully register with Compass Auctions & Real Estate, LLC no later than August 11th, 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. 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 August 5th, 2019, at 9:00 AM PST and bidding will have a soft close on August 12th, 2019, at or around 56:00 PM PST. 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 12th, 2019, subject only to the exceptions allowed in the Offer document link provided above in the first paragraph of these Auction Terms and Conditions. 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 Special Warranty Deed. The seller will pay any outstanding back taxes or liens prior to closing and present buyer with clear title. Buyer will be responsible for Title Insurance

**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.