

## Terms and Conditions – Tax Deed Land Sale Online Auction

### **Before You Buy.**

1. All units are sold on an "as-is" basis. Note: Some units contain multiple parcels. To ensure that all potential bidders have access to the same information, submit all questions in the question section within the auction for the property you are interested in, through the Public Surplus website, <https://www.publicsurplus.com/>. Questions will not be answered on the phone or via email. Units failing to meet applicable zoning regulations may be ineligible for building permits.
2. No warranties or representations are made as to property conditions, including, but not limited to availability of water, utilities, irrigation, sewers, access, ingress, street or road maintenance, zoning, applicability of a subdivision plat, suitability for building, flood plain status, or any other physical characteristic relating to the property. Bidders are responsible for making these determinations.
3. **There may be a reserve price on the unit/auction. This means that the bidding will need to exceed the reserve price before The Cochise County Board of Supervisors may approve the sale the unit. The auction page will tell you if there is a reserve price on the auction and whether that reserve has been met. The page will not tell you what the reserve amount is.**
4. Certain title companies may, at their discretion, refrain from offering title insurance for these units in connection with a re-sale. Potential buyers are advised to consult with their title companies or legal advisers regarding this issue. **All sales are final. No refunds will be issued.**
5. Board staff is unable to provide advice or answer questions regarding specific parcels on the list.

**Notice of Award.** Successful bidders will receive a Notice of Award by email from PublicSurplus.com

**Payment.** PayMac, a third-party payment processing company, receives payments for *Cochise County Board of Supervisors*. Payment for an awarded bid must be received **within five (5) business days** after the Notice of Award of the successful bid. If payment is not timely received, Public Surplus will cancel the sale and accept the next highest bid. (Also see Administrative Fee.)

Payment may only be made online by credit card, or by wire transfer. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED.** If you choose to pay with a credit card, please follow the instructions below. The credit card limit per transaction is \$4,000.00. For payments larger than this amount, follow the instructions listed under Wire Transfers.

#### Payment by Credit Card

Login to the Public Surplus site. Click on "**My Stuff**" and then click on "**Past Bids**". Click on the description of the auction and then click on "**Pay Online**" link located on the right-hand side of the screen. Follow the steps to complete the transaction. A receipt will be emailed to you once the payment has cleared.

#### Partial Payment

There will be **NO** partial payments allowed for an auction. All auctions must be paid in full according to the specified payment process. For example, you **WILL NOT** be able to pay partially for an auction by Credit Card and pay the remainder by another payment method, such as a wire transfer.

#### Wire Transfers:

For payments over \$4,000.00, a Wire Transfer is required. If you need to do a wire transfer, please email support at [buyersupport@publicsurplus.com](mailto:buyersupport@publicsurplus.com) asking for wire instructions or request the instructions via live chat. These instructions will be emailed to you. Please follow them exactly to allow for prompt payment.

**Bid Deposit:** Please be advised that a bid deposit via Credit Card may be required to participate in our online auctions. This bid deposit will range from \$50.00 to \$1000.00 depending on the value of the property. You will be asked to provide this bid deposit at the time of entering your first bid.

**Deeds.** Within 60 days after the sale, the Board of Supervisors will execute, record and deliver to the purchaser a deed conveying the title of the state in and to the purchased property free of all liens (existing easements remain). Back taxes due on the parcels purchased at the auction will be eliminated when the new deed is recorded. **NOTE: However the current year and future taxes on the parcel are the responsibility of the purchaser.** For the purpose of recordation of the deed, deeds will be issued in the name(s) of the successful bidder as indicated on the Bidder/Deed Information Form.

**Administrative Fee.** A \$25 Administrative Fee will be added to the final sale price of each auction for processing and recording deeds.

**Buyer's Premium.** A Buyer's Premium of **8%** will be added to the final sale price with a \$1 minimum charge per auction for payment collections. This premium if applicable will be visible during the bidding process and added to the total bid.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the bid contract and suspension from participation in all future sales until the default has been cured. If payment is not timely received, Public Surplus may cancel the sale and accept the next highest bid.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees that the bidder has read, fully understood and accepted these Terms and Conditions of Online Sales, and agrees to pay if the bid is accepted, by the dates and times specified.

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