

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

### ONLINE SALES – TERMS AND CONDITIONS

#### **Before You Buy.**

1. All units will be sold on an "as-is" basis. **Note: Some units contain multiple parcels.** The Cochise County Board of Supervisors strongly recommends that all persons interested in the subject units contact the Cochise County Planning Department at 520-432-9300 to determine basic zoning requirements applicable to said units. 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. 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.**

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

**Payment.** Public Processing, LLC, a third-party payment processing company, receives all 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, the Board of Supervisors may cancel the sale and accept the next highest bid or put the unit up for auction.

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.

**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. No split deeds.

**Administrative Fee.** A one-time \$75 Administrative Fee per buyer will be added to the final sale price. Each buyer pays only one \$75 Administrative Fee.

**Buyers Premium:** A Buyers Premium of **9%** 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, the Board of Supervisors may cancel the sale and accept the next highest bid or put the unit up for auction.

**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 for and remove the property, if the bid is accepted, by the dates and times specified.