

## BEAUFORT COUNTY FORFEITED PROPERTIES TERMS of SALE

**By submitting a bid, the Bidder acknowledges and agrees with the following Terms of Sale.**

1. **All properties are sold “As Is” and “Where Is” without any representations or warranties expressed or implied.**

2. The auction will begin on Monday, October 22nd, 2018 at 8:00 AM ET and will close on Wednesday, October 24th, 2018 at the time shown on each auction item, with settlement of funds wired to Bid4Assets by Friday, October 26th, 2018 no later than 4:00 PM ET. If payment is not made prior to that date, the successful Bidder will be considered in default, the deposit will be forfeited to Beaufort County, and the successful Bidder may be banned from future sales.

3. In order to submit a bid, Bidders must have registered at bid4assets.com and made a \$750 deposit **plus a \$35 non-refundable processing fee** no later than Tuesday, October 16th, 2018. The successful Bidder will have their deposit applied to the purchase price.

4. The minimum bid increment will be listed on each auction item.

5. By Friday, October 16th, 2018, successful Bidders must complete the deed information requested on the Bid4Assets website. Beaufort County will use this information to complete and issue a deed for the Property to the successful Bidder. Within 30 days from the end of the auction, Beaufort County will record and mail the deed to the successful Bidder. All fees to complete and record the deed are included in the minimum bid amount. Beaufort County reserves the right to cancel the sale of a property at any time prior to the issuance of the deed.

6. All sales will be made by auction to the highest Bidder. The auction will be conducted via Bid4Assets online website (bid4assets.com). Beaufort County reserves the right to reoffer parcels with no successful bid at the end of the auction. Beaufort County retains the right to reject any or all bids for any reason, and reserves the right to withdraw any property from the sale at any time prior to the issuance of the deed.

7. A bid is an irrevocable offer to purchase property, and is a binding contract. By placing a bid, the Bidder agrees to and is subject to these Terms of Sale as a matter of contract. Bidders are **legally** and **financially** responsible for all parcels bid upon, whether representing one’s self or acting as an agent. If any party is the successful Bidder on multiple parcels, only payment in full for all parcels will be accepted. Selective payments **will not** be allowed and all transactions will be deemed in default resulting in the parcels being placed for re-offer at a time to be determined at a later date. A party who defaults may be banned by Bid4Assets from the re-offer auction and other future auctions.

8. Bidders are required to conduct all due diligence of the property(s) **prior to submitting a bid**. Bidders are to rely solely on their own investigation of the property(s) they wish to bid on and shall not rely on any information provided or to be provided by Beaufort County or Bid4Assets. By submitting a bid, Bidders acknowledge and agree that Beaufort County is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the property(s), or the operation

thereof, furnished by any agent, employee, or contractor of Beaufort County, any real estate broker, or any other person.

10. Beaufort County has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the properties, compliance of the property with any applicable laws, or any other matter concerning the properties, including without limitation, matters related to Hazardous Substances or Environmental Laws.

11. By submitting a bid, Bidders approve and accept the Condition of the Property for which they bid, and agrees to purchase the property and accept the Condition of the Property **“AS IS, WHERE IS”** with all faults and patent or latent defects. Bidders shall have no recourse against Beaufort County for, and waives, releases and discharges forever Beaufort County from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which the Bidder might have asserted or alleged against Beaufort County arising from or in any way related to the Condition of the Property, including without limitation, matters related to Hazardous Substances or Environmental Laws.

12. Beaufort County shall convey to the successful Bidder the title to the property by deed. In conveying the property by deed, **Beaufort County makes no title warranties** whatsoever and the successful Bidder takes subject to all easements, leases, licenses, conditions, encroachments, restrictions, liens, taxes, assessments, fees, charges and other encumbrances (together “Encumbrances”) whether such Encumbrances are of record or not. The successful Bidder acknowledges and agrees that any property interests in the property in favor of Beaufort County in effect prior to the acquisition of the property by Beaufort County at the forfeited properties sale.

13. The deed will be mailed within thirty (30) business days after the auction has closed. Beaufort County shall not be responsible for payment of any taxes, assessments, fees or other charges related to the Property.

14. Beaufort County is not liable for the failure of any device which prevents a person from participating in any sale. “Device” includes, but is not limited to, computer hardware, networks, software applications or website.