

## **GENERAL TERMS OF SALE**

### **ADDITIONAL CONDITIONS FOR SALE OF U.S. MARSHALS SERVICE ASSETS**

#### **CONDITION OF ASSETS**

THE UNITED STATES MARSHALS SERVICE OFFERS THESE ASSETS FOR SALE **AS IS** AND WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THEIR NATURE, VALUE, SOURCE, AUTHENTICITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTIC OF THESE ASSETS. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, SHALL BE DEEMED A WARRANTY OR REPRESENTATION BY THE UNITED STATES, AND/OR ANY OF ITS AGENCIES, AGENTS, OFFICERS, EMPLOYEES AND/OR ASSIGNS REGARDING THESE ASSETS. ANY AND ALL BUYERS MUST AGREE TO RELEASE AND HOLD HARMLESS THE UNITED STATES, ITS AGENCIES, AGENTS, OFFICERS, EMPLOYEES AND ASSIGNS, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, REGARDING ANY AND ALL CLAIMS, DEMANDS, RIGHTS, AND CAUSES OF ACTION, ARISING FROM, OR BY REASON OF, THE GOVERNMENT'S SEIZURE, FORFEITURE, OWNERSHIP, POSSESSION, MANAGEMENT, USE, SALE OR TRANSFER OF THESE ASSETS.

#### **Waiver, Informalities, Irregularities, and Rejection of Bids**

The Government may, at its discretion, waive any minor informality or irregularity in bids received and reject any and all bids or portions thereof.

#### **Description of Assets**

The description of the Assets set forth in the documents accompanying this Bid Package is believed to be correct, but any error or omission shall not constitute grounds or reason for non-performance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

#### **Financing**

The Purchaser will be responsible for obtaining any financing that he/she will need to satisfy the Contract for Sale. Payment in full (the United States Marshals Service will not accept partial payments) should be in the form of a certified check to the United States Marshals Service.

#### **Tender of Payment and Delivery of Instrument**

The successful bidder has twenty-four (24) hours following the close of the auction to sign a Purchase Agreement, a draft of which will be posted on the Bid4Assets.com Web site. Upon the close of the auction, the successful Bidder has five (5) business days to complete the transaction by certified check to the United States Marshals Service. Failure to sign the Purchase Agreement

will result in the U.S. Marshals Service contacting and selling the asset to the next highest bidder. Failure to close within the time period indicated will result in the termination of the Purchase Agreement. The U.S. Marshals Service then has the option to sell to the next highest Bidder. Upon such tender being made by the successful Bidder, the Government shall release to the successful Bidder the instrument, or instruments, immediately and the Bidder may take actual physical possession of the property. The successful bidder bears the cost and responsibility for the transfer of the asset.

### **Documentary Stamps and Cost of Recording**

The successful Bidder shall pay all taxes imposed on the transaction and shall obtain, at the Bidder's own expense, and affix to all instruments and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful Bidder's expense.

### **Government Employees not Benefitting**

No employee of the United States Department of Justice shall be entitled to any share or part of the Contract of Sale or to any benefit that may arise therefrom.

### **Disclaimer**

You are ineligible to bid for any item listed for sale if you are:

1. A defendant in the underlying criminal forfeiture action which resulted in the forfeiture of the item(s) you wish to purchase;
2. A previous owner or claimant whose actions precipitated the forfeiture of the item(s) you wish to purchase; or
3. A person acting in concert with, or on behalf of, any person described in either Paragraph 1 or 2 of this section.