



GENERAL TERMS OF SALE

These are general terms of sale only. Please see specific property terms for additional information related to a particular property.

To view or print the PDF content on this page, download the free [Adobe® Acrobat® Reader®](#) You are leaving the U.S. Department of the Treasury public web site.

1. General Information

The placement of a successful bid at a Department of the Treasury auction establishes a legally binding contract between the successful bidder and the Government. The auctioneer's announcement of the high bid amount and the bidder's number establishes the contract, which is subject to final acceptance by the government. This contract is bound by these Terms and Conditions, any special terms and conditions published by the Contractor for the specific auction, 19 CFR Customs Duties Part 162, & all other Federal regulations governing contracts for the purchase of Government property, which may be found at <http://www.acquisition.gov> The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

CWSAMS (CWS Asset Management & Sales), the Contractor, is acting as the agent of the Government with respect to the sale of Government real property at these auctions. The contractor may videotape the auction and record phone bidding to assist in any future contract resolution actions.

2. Eligibility of Bidders

The Bidder warrants that he/she is not:

- (a) under 18 years of age;
- (b) an employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold hereunder;
- (c) an agent or immediate member of the household of the employee in (b), above;
- (d) the contractor, subcontractor or vendor, or their agent who has access to information concerning the property to be sold at U.S. Department of the Treasury auctions that is not generally available to the public;
- (e) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; or
- (f) the party, or agent of the party(s), from whom the property was seized.

The contractor's subcontractor may not act as agent for a third party in purchasing Department of the Treasury Real Property that is or has been in their custody or control. For breach of this warranty, the Government shall have the right to cancel the contract without liability.

3. Registration of Bidders

Persons wishing to participate in the bidding process of the sale are required to obtain, fill out, and deliver a bidder registration form during the registration process for each sale. Click here to view the [bidder registration form](#) . This form can be filled in and printed out prior to the auction. The form will also be available at the auction.

In the event a person is bidding on behalf of another party, an original notarized Power of Attorney must be presented at the time of registration. Power of Attorney must include the buying party's social security number and appropriate language for having the authority to bid/purchase real estate.

If you are planning to bid in the name of a corporation, business, or LLC, you must have the appropriate official documentation to show proof of eligibility to bid on behalf of that corporation, business, or LLC.

An individual's signature on the bidder registration form is an acknowledgment of his/her full and complete understanding of all terms and conditions and his/her agreement to be bound thereby. Therefore, bidders are cautioned to carefully read all applicable terms and conditions contained in this document and the sales flyer before signing the bidder registration card. Bidders must present a valid government issue photo ID and evidence of earnest money deposit in the form of cashier's or certified check made payable to **CWS Marketing Group, Inc.** as a prerequisite of registration. We DO NOT accept personal or business checks, money orders, credit cards, or cash.

Each registered bidder will be issued a bidder number upon completion of the registration process. Each bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

The registrant agrees that, should the registrant be the successful bidder of a property lot, the following information regarding the transaction shall be published on the U.S. Department of Treasury auction website: (1) the registered bidder's name; (2) the property's address; (3) the purchase price of the property. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)).

4. Inspection of Property

The bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Failure to inspect property shall not constitute cause for cancellation of sale. Property will be available for inspection/open house at the times specified by the contractor. Other than the scheduled inspection/open house dates, absolutely no access to the property will be allowed without prior contractor authorization. At their own expense, potential bidders may have property inspectors examine the property during regularly scheduled inspection/open houses.

5. Oral Statements and Modifications

Changes may be made on the day of the sale, to the property status or descriptions in the sale flyer. These changes take precedence over previous sales flyer information pertinent to that property, but do not alter in any way the basic terms and conditions of sale.

Further, no interpretation of any provision of the sale contract, including applicable performance requirements, shall be binding on the Government unless furnished to and agreed upon, in writing, by the Contracting Officer or his/her designated representative.

6. Withdrawal/Addition of Property

The Government reserves the right to withdraw from sale any of the property listed in the sales flyer or to sell at the auction, any property not listed.

7. Real Property Descriptions

The bidder understands and agrees that the property is offered, purchased and accepted by the buyer "AS IS" and "WITH ALL FAULTS". The Government and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to quality, condition or habitability.

All information contained in the sale flyer and auction site was derived from sources believed to be correct, but there is no guarantee. Buyer acknowledges that he/she relied entirely on his/her own information, judgment and inspection of the property.

If a legal misrepresentation is determined before the final closing on the property, the Government reserves the right to cancel the sale and refund any earnest/deposit money paid.

For properties built prior to 1978, the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards and the EPA pamphlet "Protect Your Family from Lead in Your Home" may be obtained by calling 1-800-424-LEAD or visiting <http://www.epa.gov/lead>. Buyer acknowledges responsibility for all costs associated with the abatement and remediation of any disclosed or potential hazards associated with the property.

Due diligence information pertaining to the property offered for sale will be made available during the scheduled viewing(s). Buyer acknowledges responsibility for all costs associated with the abatement and remediation of any disclosed or potential hazards associated with the property.

8. Offering of Property for Auction and Submission of Bids

The auctioneer will offer each property in accordance with sales flyer sequence or by special announcement. Bidders will communicate their bid amounts orally or by such other means as may be specified by the flyer or the auctioneer.

Property will be sold to the highest bidder when the Government accepts the bid amount unless the bid or bidder is rejected as provided herein. If the high bid does not exceed the Government's reserve price, and the Government does not waive or lower the minimum reserve price, the auctioneer will close the bidding.

The bidder who placed the bid accepted by the Government, is legally bound to pay for property awarded to him/her in accordance with the successful bid. Payment of the full purchase price must be made within the time specified in the sales flyer.

Once the auctioneer accepts a bid, a contract is established and that successful bidder may not withdraw the bid. The auctioneer will not accept unilateral conditions asserted by any bidder.

In the event of a dispute as to final bid amount, the Government reserves the right to review the video tape of the auction for clarification or to re-offer the property in question.

Once the Government accepts a bid, a final written sales contract will be prepared to include the individual information of the high bidder along with the accepted bid amount. A contract will also be conditionally established with the recognized back-up bidder for execution if the high bidder defaults for any reason or is rejected by the Government. Click here to view a [sample contract](#).

9. Written Bids

If you cannot attend the auction, you may submit a written bid by sending a completed [written bid form](#) , with your written bid clearly marked. Written bids may be submitted in person, by registered mail, or by overnight delivery service. The appropriate deposit per property by cashier's/certified check only, must accompany your written bid. The cashier's check deposit must be made payable to: **CWS Marketing Group, Inc.** We **DO NOT** accept personal or business checks, money orders, credit cards, or cash.

Written bids for the property must be received no later than 5:00 p.m. on the date specified, at the following address: CWS, U.S. Department of the

Treasury, Seized Real Property Support, 10611 Balls Ford Road, Suite 140, Manassas, VA 20109, Attn: Real Property Sales.

Unsuccessful written bidders' deposits will be sent to the bidders by certified mail or overnight delivery service within five (5) business days after the sale.

Written bids will not be disclosed prior to the auction.

You may also send a representative to bid on your behalf by signing over temporary notarized Power of Attorney, which must include the buying party's social security number and appropriate language for having the authority to bid/purchase real estate.

10. Electronic Bids

Certain real properties may be offered for auction on the Internet. Persons wishing to participate in electronic bidding are required to register online at the designated website. In completing the registration process, the bidder agrees to comply with all electronic deposit requirements and acknowledges full and complete understanding of all Terms and Conditions.

Each time a bid is placed, the bidder will be prompted to certify that they have read and agree to comply with the Terms and Conditions. Bids will not be accepted without this certification.

At the conclusion of bidding, an e-mail will be sent to the successful bidder confirming the bid amount. The successful bidder must acknowledge receipt of the notice and supply the information requested to validate the bid acceptance. This acknowledgement confirms the price offered by the bidder and is subject to acceptance by the Government. Upon the Government's acceptance of a bid, a contract document will be initiated and signed by all parties. Final payment and closing will be in accordance with the Terms and Conditions of Sale as set forth herein and in the announcement on the internet.

11. Collusion

Practices that eliminate competition, such as collusive bidding, may result in criminal, civil, and/or administrative action against the participants.

12. Consideration of Bids

The Government reserves the right to reject any or all bids, and to waive any technical defects in bids. Property is sold with a minimum reserve price unless the property is, in explicit terms, offered without a minimum reserve price. **The minimum reserve price is not released to the public.** If the minimum reserve price is not achieved, the Government may withdraw the property at any time before the sales contract is executed.

13. Form of Payment

Cashier's or Certified checks made payable to **CWS Marketing Group, Inc.** are the only form of payment accepted. Forms of payment that are **not accepted** include: Personal or business checks, money orders, cash, bank letters, or letters of credit. Click here to view a [sample check](#).

14. Financing

This is a cash sale. The buyer is responsible for obtaining his or her own financing arrangements as required. The Government does not provide financing for the purchase of any property offered under these terms and conditions. Bidders are strongly recommended to investigate and secure financing arrangements, if required, prior to attendance at a public offering.

Failure to obtain financing during the closing process does not relieve the buyer of his/her legal responsibility and obligation for completion of the contract. Failure to comply with all provisions of the sales contract regarding closing may result in termination of the contract because of buyer's default and may result in the forfeiture of any earnest/deposit funds.

15. Deposits

Deposits, as defined in the applicable sales flyer and auction site, will be made by the high bidder immediately upon conclusion of the bidding process. In addition, the back-up bidder will also make a deposit as defined in the applicable sales flyer and auction site. If you are not the high bidder or second high bidder, we do not collect your deposit.

16. Closing

Closing will be held within 30 calendar days of the date the Government signs the sales contract accepting the Buyer's offer. Closing may be held sooner, with mutual agreement of Buyer and Seller. Only the Seller may, at its discretion, exceed closing beyond 30 calendar days. Closing costs including, without limitation, transfer taxes, documentary stamps, recording fees, and escrow fees will be paid by the Buyer and Seller in accordance with the customs of the county in which the property is located. In the event Buyer desires title insurance, it will be at the Buyer's expense.

In addition to the forms of payment listed in paragraph 13 above, bank wires can be used for final payments. All final payments must be made by the date specified in the sales flyer and auction site or the bidder can be placed in default of the contract.

17. Applicable Taxes

Buyer is responsible for the payment of any and all applicable taxes imposed by any state, county, or political subdivision as specified in the sale flyer and auction site.

18. Title

A Government Deed, Special Warranty Deed, or Quit Claim Deed as specified at the time of sale will convey title to the property to the buyer at time of closing.

A **Government Deed** provides a clear title to the property with all back-taxes, liens and/or encumbrances of record paid by the Government. Title Insurance is available at Buyer's expense.

A **Special Warranty Deed** requires the Government to defend the title against defects or clouds arising from the forfeiture process and to indemnify the buyer. This deed may be issued with or without title insurance depending on the specific nature of the forfeiture action. An announcement will be made in the sale flyer, auction site, and on the day of sale to specify the title insurance status.

In certain circumstances, a property will be conveyed by the prior owner via a **Quit Claim Deed**. This will convey clear title to the property with all back-taxes, liens and/or encumbrances of record paid by the Government. Title Insurance is available at Buyer's expense.

Click here to view a [sample Government Deed and Special Warranty Deed](#).

19. Defaults

Failure to make required deposit or final payments and/or comply with the time frames specified in the sales flyer and auction site shall be deemed default of the high bidder and may result in cancellation of the contract and forfeiture of any rights, title, and interest the Buyer may have acquired. In that case, title of the property will remain with the Government and will result in the forfeiture of the deposit. If the default occurs because of failure to make the deposit required, the buyer shall be liable to the government for liquidated damages in the amount of that deposit.

20. Property Offered for Sale by IRS-CI, ICE, Secret Service

In accordance with 18 USC Section 1963(f) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited (real) property will not be sold to the defendant or person(s) acting as his/her agent. A real property sales contract may be cancelled by the Government in compliance with the above statutes or policy.

21. Compliance with Applicable Laws and Regulations

It is the Buyer's responsibility to ascertain and comply with all applicable Federal, state, local, and multi-jurisdictional laws, ordinances and regulations pertaining to the registration, licensing, sale, use, or disposal of the property purchased.

Buyers of the real property are not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time.

Buyer must comply with all environmental restrictions or obligations that are incurred as a result of the purchase of any real property.

Still have a question? Click [here](#) to email us or call the Public Auction Line at (703) 273-7373. Please include the address of the property that you are interested in.