

MARICOPA COUNTY

ONLINE AUCTION TERMS and CONDITIONS

AWARD: All bidders acknowledge and agree that a legally binding contract is established between Maricopa County and the winning bidder once the sale has final approval by the Maricopa County Board of Supervisors. All properties in the Tax Deed Land Sale will be sold to the highest bidder subject to the Maricopa County Board of Supervisor's approval. In its exercise of reasonable judgment, the Maricopa County Board of Supervisors may accept, defer or reject a bid and may also determine not to sell a property. The board may reject any and all bids even the highest bids. Maricopa County has the right to pursue any and all legal remedies allowed by law against any bidder who fails to make the required payment(s).

ERRORS & OMISSIONS: Maricopa County is not responsible for any omissions or errors in the description of items being offered for sale. It shall be the bidder's sole responsibility to conduct considerable research and satisfy him/her as to the details of parcels offered for sale. Errors based on alleged computer system malfunctions or bidder lack of knowledge regarding the bidding process are at the buyers risk and Maricopa County will not be responsible for this.

NO WARRANTY: The property data has been compiled from available data but there is no guarantee or warranty on the accuracy of this data. There are no guarantees or warranties, express or implied, as to condition, usability, and merchantability of fitness for any particular purpose. The bidder is encouraged to conduct considerable research. Maricopa County does not warrant this is a suitable investment risk. **All sales are final. No refunds will be allowed.** All parcels are sold **AS IS**. No bids can be retracted for any reason.

SALES TAX: Sales tax will not be charged however bidders should check with their local and state tax departments for applicable tax.

PAYMENT: PayMac, a third-party payment processing company, receives all payments for Maricopa County. Payment for an awarded item must be received within five (5) business days after the Notice of Award of the successful bid. Payments will not be made directly to Maricopa County.

A \$150.00 entrance deposit will be paid by each bidder at the time of registration and may be applied to the purchase price of any purchases. If nothing is purchased the amount will be refunded. Bids awarded for which payment is not received will have the \$150.00 deposit forfeited.

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

NO 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.

Payment by Credit Card

Login to the Public Surplus site. Click on the My Stuff link and then click on the Past Bids link. Click on the description of the auction and then click on the 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.

Wire Transfers

Wire transfers are required for payments over \$4,000.00. If a wire transfer is required to complete a purchase, please email support at buyersupport@publicsurplus.com and request wire transfer instructions or request the instructions via live chat. These instructions will be emailed to you. Please follow them exactly to allow for prompt payment prior to pick-up of the Treasurer's Deed.

DEFAULT BUYERS: Any bidder who fails to pay for an awarded auction shall not be allowed to bid on future auctions with Maricopa County. In addition, Maricopa County reserves the right to block bidders from participating in County auctions if they have defaulted on auctions with other public entities, for any reason. Bidders will be blocked by username, registered name and registered email address. Blocked bidders shall not be allowed to bid on, pay for, or pick up any auction item(s).

INDEMNIFICATION: Buyer agrees to indemnify, defend, and hold Maricopa County harmless for any and all damages, claims, or liability of any nature or kind in the sale of, or the buyers' use of, the property. The buyer, its predecessors, successors and assigns hereby release, relinquish and discharge Maricopa County, its former, present and future agents, employees, officers, officials and legal representatives (collectively known as the County) from any liability arising out of the sale and/or concurrent negligence of the County for any injury, including death or damage to persons or property, where such damage is sustained in connection with, or arising out of, the sale of County owned property.

WITHDRAWAL: The County reserves the right to reject any and all bids and withdraw any parcels from the sale. Maricopa County reserves the right to set a minimum or reserve bid amount on any parcel.

ACCEPTANCE OF TERMS: By submitting a bid, the bidder agrees that they have read, fully understand and accept these Online Auction Terms and Conditions, and agree to pay for the property, if the bid is accepted, by the date and times specified.

APPLICABLE LAW; VENUE: This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona