

**TERMS AND CONDITIONS
OF ONLINE SALE OF REAL ESTATE
County of Lake (“Seller” or “COUNTY”)**

All bidders and other participants of this service agree they have read and fully understand these terms and conditions and agree to be bound thereby.

REGISTRATION FOR AUCTION

You must first register to bid at the online auction, which will be conducted by www.govdeals.com. To be approved to place bids, which includes a bidder’s number enabling you to bid, you must complete registration at <https://www.govdeals.com/register/> and follow the wiring instructions to place a bid deposit of \$5,000.00. You must make your bidder’s deposit before you will be approved as a bidder at the auction. The bidding period will open on March 24, 2025.

By registering to bid at the auction, you are affirming:

1. That you are not an elected official of COUNTY;
2. That you are not registering to bid on behalf of a corporation or other business entity in which an elected official of COUNTY owns a controlling interest;
3. That you are not registering to bid in order to purchase property on behalf of an elected official of COUNTY.

CONDUCT OF THE AUCTION

Each property will be sold to the highest bidder, subject to Seller’s approval, who will sign a purchase agreement that constitutes a promise to buy the property in accordance with these Terms and Conditions. If a dispute arises after the auction, the COUNTY will be determinative in all respects. COUNTY has the right to postpone or cancel the auction in whole or in part, at its discretion and without notice, and to modify or add terms and conditions prior to or during the auction.

The property offered for sale to qualified purchasers without regard to the prospective purchasers’ race, color, religion, sex, sexual orientation, gender, marital status, or national origin. COUNTY and Govdeals.com reserve the right to deny permission to bid or to terminate the right of any individual to bid at the auction if the bidder violates the Terms and Conditions of the auction or otherwise interferes with the auction.

PAYMENT

The successful high bidder (“Purchaser”) on the property must sign the approved purchase agreement. All certified checks, cashier’s checks or money orders shall be made out to the COUNTY’s title company of choice. The purchaser shall pay all closing costs, including the deed recording fee, which will be calculated and added to the balance owed by the Purchaser. The Purchaser shall be responsible for paying any taxes owed after the Sale Date as they come due. **The Purchaser shall also be responsible for an administrative fee in the amount of 5% of the Purchaser’s bid, which will be added to the balance owed by the Purchaser. Purchaser will be provided a payoff of the total balance, including the purchase price, closing costs, recording fee, and administrative fees, as described above, to be paid at such time as the executed purchase agreement dictates**

CLOSING

COUNTY expressly reserves the right to reject all bids. This sale is subject to confirmation by COUNTY Board (“BOARD”). The BOARD will consider whether to approve the sale within approximately 60 days after the bidding closes.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the Purchaser. As stated above, this sale is subject to confirmation by the Board.

If the BOARD does not confirm the sale, COUNTY will refund all sums paid by the purchaser.

TITLE

Title to the Property will be conveyed by quit claim deed after payment of the full purchase price and further balance, including the purchase price, closing costs, recording fee, and administrative fees, as described above, and the BOARD’S confirmation of the sale.

The Property will be sold without representations or warranties of any kind. The Property will be sold “as is,” in gross and not by the acre, and subject to, as provided by law, without limitation, restrictions, conditions, easements, liens or encumbrances of record, possible rights of parties in possession, encroachments, overlaps, gaps and gores, deficiency in quantity, all questions of boundaries, location and acreage which a current and accurate survey would disclose, roadways, environmental and wetland matters, unrecorded easements, matters which would be disclosed by an inspection of the premises, or any other matter of record or not of record.

COUNTY does not warrant or convey title to personal property that might be on the property or within any dwelling. Personal property includes, without limitation, such items as storage buildings, appliances, window treatments, furniture, automobiles, etc.

Guaranty Waiver. All assets are offered for sale “**AS IS, WHERE IS.**” **COUNTY** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Purchaser is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Additional GovDeals Terms using this site:

Personal and Property Risk. Persons attending during sale assume all risks of damage of or loss to person and property and specifically release the Seller and GovDeals from liability therefore.

Buyer’s Certificate. If applicable, successful bidders will receive a Buyer’s Certificate by email from GovDeals as their notice of award.

Buyer Service Fee & Additional Fees. If a Buyer Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Default. Default shall include (1) failure to observe these terms and conditions; or (2) failure to make good and timely payment. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Purchaser fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agrees to comply with the Terms and Conditions set forth and to pay for the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on **GovDeals**. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

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