

## **MIAMI-DADE COUNTY'S ONLINE SALES TERMS AND CONDITIONS FOR REAL ESTATE PROPERTY**

**Contract:** An award of sale is a contract (the "Contract") between the winning bidder ("Buyer") for the Easement (as such term is defined below) and Miami-Dade County (the "County") upon the terms and conditions set forth herein following the submission of a bid to the County for the Easement pursuant to an auction. Miami-Dade County may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.

**Property Description and Condition:** The real property or properties is/are specifically described by an Easement in the auction notice ("Easement"), which auction notice is incorporated herein by reference. The Easement sold pursuant to the auction is sold "As Is" without any warranty or representations as to its physical condition or use for any particular purpose. Bidders are encouraged to conduct their own due diligence prior to submitting a bid. The County is not responsible for any omissions or errors in description of the Easement being offered for sale. It shall be the bidders' responsibility to inspect and satisfy him/her/itself as to the details and conditions of the Easement offered before entering a bid.

**Title:** The County shall convey only the interest of the County in the Easement, and the County does not and shall not be deemed to warrant the title or to represent any state of facts concerning the Easement. Miami-Dade County does not provide an abstract of title or survey of the Easement.

**Sales Deposit:** Each bid for the Easement must be accompanied by a deposit in the amount of ten percent (10%) of the minimum bid price (the "Deposit").

**Eligibility:** All bidders must be a minimum of 18 years old and legally able to form binding contracts as a buyer in an auction. No employees of the Miami-Dade County Office of Real Estate and Development, or immediate family members of those employees, are eligible to participate in Miami-Dade County auctions.

**Bids:** It is the responsibility of the bidders to become thoroughly familiar with the bid and auction requirements, and the terms and conditions of this auction and sale. Pleas of ignorance by the bidders of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the Sales Price to be paid by the Buyer. Bidders may not retract, amend or modify a bid without the prior approval of the County. No changes to a bid will be accepted after the auction has closed. A bid shall be irrevocable unless the County, through negligence or intentional acts, fails to effectuate the closing within 60 days of the Notice of Award. A bid may be withdrawn following such 60 days by submitting a letter to the contact person identified on the auction notice. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**Consideration of Bid:** The County reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the County. The County reserves the right to reject any and all bids and to withdraw from sale any of the items or property listed before a notice of award is delivered.

**Reserve Requirement:** If there is a reserve requirement and the reserve price is not met by the close of bidding, the County reserves the right to sell the Easement to the next highest bidder. An auction reserve is the minimum price the seller is willing to accept for an item. In this type of auction, the seller is only obligated to sell the item if the bid amount meets or exceeds the reserve price.

**Notice of Award:** Successful bidders, including but not limited to the Buyer, will receive a Notice of Award by email from GovDeals.com.

**Sales Price:** The Sales Price to be paid by the Buyer for the Easement following a Notice of Award shall consist of the Buyer's bid price (as reduced by the amount of the Deposit), plus any applicable buyer's premium set forth below ("Sales Price"). For this auction a buyer's premium of 7.0% will be added to the final sales price by GovDeals.

**Buyer Premium:** A Buyer's Premium of 7.0% will be added to the Buyer's bid price. The premium will be visible during the bidding process and will be included in the Sales Price payment required.

**Payment:** GovDeals will receive all payments as agent on behalf of the County relating to the Deposit and the balance of the sales price for the Easement. Payment for the balance of the Sales Price for the awarded Easement must be received within five (5) business days after the date of the Notice of Award of the successful bid. Please refer to the payment instructions listed on the auction page for complete payment terms, methods and wire instructions.

**Closing Procedures:** Upon receipt of the full Sales Price, Miami-Dade County will prepare an Easement in the name and address of the Buyer exactly as it appears on your bidder card. Prior to closing, an ownership disclosure affidavit will be required to obtain the ownership composition for all entities to whom it contracts to sell the Easement. Pursuant to Florida Statutes Section 125.411, all deeds of conveyance by the County shall convey only the County's interest in the Property and the County shall make no representations or warranties as to the condition of title. The Easement is signed by the Chairperson or Vice-Chairperson of the Board of County Commissioners. The Buyer will be notified by e-mail to the address provided at registration with GovDeals.com that the County is ready to close. The closing may be by mail or in person at Miami-Dade Office of Real Estate and Development, 111 NW 1 Street, Suite 2460, Miami, Florida. 33128-1994. At closing, the Easement will be recorded at the Clerk of Courts and a copy will be provided to the Buyer. The Buyer will be responsible for all of the recording fees related to the preparation and recordation of the Easement, including documentary stamps, as applicable. At closing, the Buyer will provide a wire transfer or a cashier's check for the closing costs as applicable. The original recorded Easement will be mailed to the winning bidder directly from the Clerk of Courts. Closing on the sale of the Easement shall be held within 60 calendar days of the award or the deposit will be forfeited.

**Failure to Close.** If Buyer fails to complete the purchase of the Easement for which it submitted a winning bid, Buyer shall be liable to the County for any and all of the following remedies:

- (a) Through an action for specific performance, Buyer may be required to complete the purchase of the Easement; and
- (b) Buyer may be sued for damages arising from the breach of Contract, including but not limited to, damages and losses suffered by the County as a result of selling the Easement to another party; and
- (c) Any bid deposit shall be immediately forfeited and retained by the County to compensate it for its losses, damages, expenses and fees associated with the Buyer's breach

**Acceptance of Terms and Conditions:** By submitting a bid, the bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of Online Sales, and agrees to pay the Sales Price for the Easement, if the bid is accepted, by the dates and times specified.

**Applicable Law:** These terms and conditions and the auction are subject to all legal requirements contained in the applicable County Ordinances, Administrative/Implementing Orders, and Resolutions, as well as all applicable State and Federal Statutes.

**Indemnification:** All bidders shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as

a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The bidder expressly understands and agrees that any insurance protection required by this sale or otherwise provided by bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**\*THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE\***