

JASPER COUNTY FORFEITED LAND COMMISSION TERMS & CONDITIONS FOR PURCHASING PROPERTY

The following terms and conditions shall control the purchase of property from the Jasper County Forfeited Land Commission. These terms and conditions are binding on all bidders and purchasers. Failure to comply with these terms and conditions may void your bid or prohibit you from participating in future sales. By placing a bid with the Jasper County Forfeited Land Commission, you acknowledge that you have read and understand these terms and conditions, and submit to the authority and discretions of the Forfeited Land Commission as set forth herein.

The Jasper County Forfeited Land Commission sells and disposes of property in such a manner and upon such terms and conditions it deems to be for the best interest of the County. The Forfeited Land Commission may reject any and all bids if the Forfeited Land Commission determines, in its sole discretion, such action is in the best interest of the County.

1. In order to be recognized as a bidder, you must acknowledge receipt and understanding of these terms and conditions by signing the proper form as may be proscribed by the Forfeited Land Commission ("FLC")
2. The FLC, during normal business hours, will receive bids on property owned by the FLC for a period of thirty (30) days after the FLC advertises that it will be accepting bids on property owned by the FLC. At the time of advertising, the FLC will post a link at the FLC page to access the bid instructions and the bid form. All bids shall be sealed. The time period set forth herein may be lengthened or shortened in the event the FLC determines, in its sole discretion, such action is in the best interests of the County. The FLC will not contact a bidder if another bid is received. It is the responsibility of the bidder to contact the appropriate FLC representative to verify that no other bids have been received.
3. A deposit in the amount of ten percent (10%) of the bid value shall be submitted at the time a bid is placed. **ALL DEPOSITS SHALL BE IN THE FORM OF CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER ONLY.** Any bid received by the FLC which is not accompanied by the proper deposit will not be honored. Failure to comply with any of the terms and conditions set forth by the FLC may result in forfeiture of the deposit. The deposit of any bidder who is not the winning bidder shall be returned to that non-winning bidder, provided the bidder has supplied the FLC with a valid forwarding address or current contact information. Failure to provide a valid forwarding address or current contact information constitutes a failure to comply with these terms and conditions, and the deposit shall be retained by the FLC.

4. If the FLC determines that honoring the highest bid received is in the best interest of the County, the FLC shall notify the winning bidder, who shall remit payment in full to the FLC upon the terms and conditions set forth by the FLC in writing. If the FLC determines, in its sole discretion, that honoring the highest bid received would not be in the best interest of the County, the FLC shall return the deposits received and reopen the bidding process.

5. Any person who acquires a mobile home from the FLC shall obtain a title and register the mobile home in the appropriate County, and provide proof of having done so to the FLC within ten (10) days of obtaining the necessary documentation from the FLC. Failure to provide proof that a mobile home has been titled and registered within the timeframe specified constitutes a failure to comply with these terms and conditions, at which time the bid shall be forfeited and the deposit retained by the FLC. Providing proof shall be defined as the physical act of actual receipt by the FLC of such proof, the sufficiency of which shall be at the discretion of the FLC.

6. Should you fail to honor your winning bid, your deposit shall be forfeited to the FLC, and you may be subject to prohibition from future bidding at the discretion of the FLC if it determines such prohibition to be in the best interest of the County in selling and disposing of property owned by the FLC.

7. Property purchased from the FLC is conveyed by virtue of deed or title without warranties. Neither the FLC nor Jasper County, its employees, agents, and assigns make any representation as to title, access, size, shape, or condition of the property being purchased.

THE FLC AND JASPER COUNTY MAKE NO WARRANTY, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES OF TITLE. IF ANY OF THESE DISCLAIMERS ARE LIMITED BY APPLICABLE LAW, ONLY THOSE WARRANTIES SPECIFICALLY REQUIRED BY LAW ARE MADE. ALL PROPERTY IS SOLD "WHERE IS, AS IS".

8. You acknowledge and agree that by placing a bid as contemplated under these terms and conditions, neither the FLC nor Jasper County, its employees, agents, and assigns shall be liable for any damages or losses of any kind resulting from any unintentional error or omission in performing in accordance with, or any unintentional deviation by the FLC or Jasper County, its employees, agents, and assigns from, these terms and conditions.

BY YOUR PARTICIPATION IN THE BIDDING PROCESS, YOU AGREE TO HOLD HARMLESS AND RELEASE THE FLC AND JASPER COUNTY, ITS EMPLOYEES, AGENTS, AND ASSIGNS FROM ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY) ARISING IN ANY WAY IN RELATION TO THE SALE OF PROPERTY BY THE FLC.

9. It is the responsibility of any purchaser of a mobile home to move the mobile home.

10. All successful bids shall be paid by **CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER** within the timeframe and manner as shall be directed by the FLC.

I acknowledge that I have read and understand these terms and conditions, and by signing or participating in the purchase of property from the Jasper County Forfeited Land Commission, I agree to my obligations set forth herein or as may hereafter be proscribed.

By: _____ (Signature)

Date: _____

Contact Information:

Name/Company: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____