AUCTIONING
January 21 at 1:00 PM
2 Homes in the Enclave at Black Point Subdivision in Miami.
10373 SW 224th Terrace: 5 bedroom, 3 bath house with pool & 2-car garage.  
10478 SW 227th Terrace: 4 bedroom, 3 bath house with 2-car garage.
GENERAL INFORMATION:
The placement of a successful bid at a United States 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, and all other Federal regulations governing contracts for the purchase of Government real property, which may be found at http://www.acquisition.gov/faq/. The successful bidder is legally bound to prove property awarded in accordance with his/her bid.

CWS, 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 bids to assist in any future contract resolution actions.

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, selling, or otherwise dealing in the property; (c) a person or entity associated with the Contractor, subcontractor, or vendor, or an agent who has access to information concerning the property to be sold at U.S. Department of the Treasury, if not generally available to the public; (d) declared ineligible for the offer 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 an agent for a third party in purchasing U.S. 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.

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 card during the registration process for each sale.

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 buyer party’s social security number.

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 card is an acknowledgment of his/her full and complete understanding of all Terms and Conditions and his/her agreement to be bound thereunder. Therefore, bidders are cautioned to carefully read all applicable Terms and Conditions contained in this document and the sales flyer/brochure before signing the bidder registration card. Bidders must present a photo ID and evidence of earnest money deposit in the amount of $10,000 each in the form of a cashier’s certified check made payable to CWS. A real estate contract supersede the Terms of Sale. The high bidder will be required to make a $10,000 per property in the form of a cashier/s certified check made payable to CWS. A real estate contract supersede the Terms of Sale. The high bidder will be required to make a $10,000 per property in the form of a cashier’s certified check made payable to CWS. A real estate contract supersede the Terms of Sale. The high bidder will be required to make a

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BIDDER’S REQUIREMENTS:
Written bids must be submitted in person, by registered mail, or by overnight delivery service. If the bidder is unable to attend the auction, 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.

Written bids for the property must be received no later than January 20, 2015 at the following address: CWS, U.S. Department of the Treasury, Seized Real Property Support, CWS, 10611 Ball 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.

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 bid price set by the Government. Property may be sold by the Government at any time without a minimum reserve price. If the minimum reserve price is not achieved, the Government may withdraw the property at any time before the sale contract is executed.

FINANCING:
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.

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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.

Consumer protection notice: A consumer protection brochure entitled “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.

ORAL STATEMENTS AND MODIFICATIONS:
Changes may be made on the day of the sale to the property status or descriptions in the sales flyer/brochure. These changes take precedence over previous sales flyer/brochure 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 sales 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.

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 sales flyer 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.

OFFERING OF PROPERTY FOR AUCTION AND SUBMISSION OF BIDS:
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 may 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.