Online Auction Date:
Thursday, May 24, 2018
10:00 am - 2:00 pm (EST)

Inspection Date & Time:
Thursday, May 17 and Saturday, May 19, 10:00 am - 1:00 pm

2-Step Registration:
Visit www.cwsmarketing.com to register and set up your username and password.
Mail Bid Deposit Form (found online) with the deposit check. Due no later than 5pm the day before the auction.

Deposit:
$5,000 cashier’s check made payable to CWS Marketing Group

Cashier’s checks made payable to bidder’s name CANNOT be accepted

745 Calle 7 Urb Vista Verde, Aguadilla, Puerto Rico 00603

Property Description: Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS. 873 ± sq. ft. home with 2 bedrooms, 2 baths, kitchen, living room, dining room, 2 utility rooms, storage, patio, and attached 1-car garage. The property includes a 252 ± sq. ft. unfinished structure and sits on a 350 ± sq. meter fenced lot in the Vista Verde area of Aguadilla.

Property Details:
Living Space: 873 ± sq. ft.
Site Area: 350 ± sq. meters
2016 Taxes: $639.62 ±
Year Built: 1980
Utilities: Electricity, Water, Sewer
Zoning: Residential
CRIM No: 023-079-431-02-000
County: Aguadilla
TERMS OF SALE FOR ONLINE AUCTION - AGUADILLA, PR / Sale #18-66-181

GENERAL INFORMATION: The placement of a successful bid at a U.S. Department of the Treasury online auction establishes a legally binding contract between the successful bidder and the Government. An e-mail notice sent to the high bidder 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, and CTR Customs Duties Part 162 and all other federal regulations governing contracts for the purchase of Government property, which may be found at http://www.acquistion.gov. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

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, without the written permission of the contracting officer; (c) purchasing property sold hereunder; (d) an agent or immediate member of the household of the employee in (b), above; (e) the Contractor, subcontractor or vendor, or their agent who has access to information concerning the property to be sold at U.S. Department of the Treasury auctions that is not generally available to the public; (f) present or declared or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 105.6; or (g) 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 Federal Government custody or control. Thus, the property cannot be transferred, and the Contractor, subcontractor or vendor, cannot have access to information concerning the property to be sold at the U.S. Department of the Treasury auctions that is not generally available to the public.

The Government reserves the right to cancel the sale without liability if there is a failure to comply with any provision of the sales contract, including applicable performance requirements, such as a deposit by the high bidder as liquidated damages.

REGISTRATION: If you are a new bidder, please create an account. Go to "Login" and click on either "Sign up now" (desktop) or "Create Account" (mobile device). Fill out the proper information (must have an approved credit card) and click on "Register." Credit cards are required during registration to verify your identity only. U.S. Treasury auctions do not accept credit cards as a form of payment for deposits. The credit card will be charged $1.00 for this process. This is an authorized amount and the only amount is released after verification. Bidders will need to accept the Terms & Conditions in order to establish an account.

DEPOSIT: A $5,000.00 bid deposit is required to bid. U.S. funds only. Persons wishing to participate in the bidding process of the sale are required to register online for each specific auction you are interested in. To complete the registration process, download the Bid Deposit Form and mail with the cashier’s check deposit. Once the deposit is received, the bidder will be sent an email notification confirming they are approved to bid. If you have downloaded the CWS Auctions App, you will also receive an approval text alert on your mobile device.

Deposits must be in the form of a cashier’s check and made payable to CWS Marketing Group, Inc. The completed Bid Deposit Form and deposit should be mailed to: CWS, 10611 Falls Ford Road, Suite 140, Manassas VA, 20109, attn: E. Connolly. The deposit is due no later than 5:00 p.m. EST on May 23, 2018.

The successful bidder’s deposit will be retained as the initial payment for the property. Cashier’s checks payable to the bidder’s name CANNOT be accepted. Unsuccessful deposit checks will be returned within 5 business days.

The registrant agrees that, should the registrant be the successful bidder of a property, the following information regarding the transaction shall be published on the U.S. Department of the Treasury auction website: (1) the registered bidder’s name; (2) the property address; and (3) the purchase price of the property. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552a)(2000).

BACK-UP BIDDER: The back-up bidder’s deposit will be mailed within three (3) business days after receiving the total deposit from the high bidder. In the event money is not received from the high bidder within the time period specified, the back-up bidder will become the high bidder at the Purchase Price stated in the back-up contract. The back-up bidder is obligated to transmit money as stated above within three (3) business days of notification. The foregoing liquidated damages provision shall apply to the back-up bidder.

INSPECTION OF PROPERTY: The bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Failure to inspect property shall not constitute cause for cancellation of sale. Property will be available for inspection at the times specified by the Contractor. Absolutely no access to the property is allowed without prior authorization. At their own expense, potential bidders may have property inspectors examine the property during regularly scheduled open houses.

LEAD-BASED PAINT: (for properties built before 1978). Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards and the EPA pamphlet “Protect Your Family From Lead In Your Home” may be obtained by calling 1-800-424-LEAD or visiting 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 on the auction site. These changes take precedence over previous auction site 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 in writing 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 written, oral, or implied as to quality, condition, or habitability. All information contained on the website and marketing 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, inspection and judgment in purchasing property. The Government reserves the right to cancel the sale and refund any earnest/deposit money paid.

OFFERING OF PROPERTY FOR AUCTION/SUBMISSION OF BIDS: The placement of a successful bid at a Department of the Treasury online auction is without a reserve price. If the minimum reserve price is not achieved, the Government reserves the right to cancel the sale and refund any earnest/deposit money paid. The high bidder shall have all rights and remedies provided in the Terms of Sale, including the right to retain the initial money deposit and any other deposits or payments made by the high bidder as liquidated damages.

At the conclusion of bidding, an e-mail will be sent to the successful bidder confirming the bid amount. The successful bidder must acknowledge receipt of notice and supply information requested to validate the bid acceptance within 24 hours of the time the notice was sent. This acknowledgement confirms the price offered by the bidder is subject to final acceptance by the Government. A contract document will be sent to the successful bidder for signature. The contract must be returned to CWS within all hours of receipt. At this time the contract will be presented to the Government and is subject to their final acceptance. The Government may withdraw the property at any time before the sales contract is accepted. During this process the successful bidder may not withdraw their bid at any time. Unilateral conditions asserted by any bidder will not be accepted.

The high bidder shall deliver ten percent (10%) of the Purchase Price less the initial money deposit, whichever is greater, to CWS by cashier’s/certified check payable to CWS Marketing Group, Inc. or by bank wire transfer. Within three business days, should the high bidder fail to deliver the money, Seller shall have all rights and remedies provided in the Terms of Sale, including the right to retain the initial money deposit and any other deposits or payments made by the high bidder as liquidated damages.

The successful bidder’s deposit(s) will be retained as the initial payment for the property. Personal or business checks, bank letters, or letters of credit will not be accepted. Cashier’s checks made payable to the bidder’s name CANNOT be accepted. The bidder, who placed the bid accepted by the Government, is legally bound to pay for property awarded to him/her in accordance with the successful bid. Payment of the full purchase price must be made within the time specified on the auction site.

PLACEING A MAXIMUM BID: Please be aware that all bids placed are for consideration. If the Government accepts the high bid, the bidder will be notified.

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 subject to the right to cancel at any time during the bidding process and to reserve the right to withdraw items from bidding due to technical errors or uncontrollable circumstances.

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 bidding on a public offering.

GOVERNMENT DEED: Clear Title will be transferred via a Government Deed. Liens and other encumbrances will be paid by the Government. Title Insurance is available at Buyer’s expense.

DEFAULTS: Failure to make required deposit or final payments and/or comply with the time frames specified on the website shall deemed default of the high bidder and may result in cancellation of the contract and forfeiture of any or all rights, title, and interest the Buyer may have acquired. In that case, title of the property will remain with the Government and will result in the forfeiture of the deposit. If the default occurs because of failure to make the required deposit, the bidder shall be liable to the Government for liquidated damages in the amount of that deposit.

CLOSING: Closing will be held within 30 calendar days of the date the Government signs the sales contract accepting the Buyer’s offer. Closing may be held sooner, with mutual agreement of Buyer and Seller. Only the Seller may, at his discretion, extend closing beyond 30 calendar days. Closing costs including, but not limited to, transfer, escrow fees will be paid by the Buyer and Seller in accordance with the customs of the county in which the property is located. In the event Buyer desires title insurance, it will be at the Buyer’s expense.

PROJECT OFFERED FOR SALE BY INCOME SECRETIVE SERVICE OR IRS-CI: In accordance with 18 USC 960(i) and 21 USC 859(i) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited real property will not be sold to the defendant or person(s) acting as his/her agent. A real property sales contract may be cancelled by the Government in compliance with the above statutes or policy.

ADDITIONAL INFORMATION: For additional information, please visit our website at http://auction.etsy.com or call our Public Auction Line at (703) 232-713. If you do not have Internet access, or have further questions, you may call our Public Auction Line at (703) 232-712 or fax inquiries to (703) 912-451.