AS A BIDDER, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS TAX SALE AUCTION AS SET FORTH BELOW. THE HIGHEST BIDDER IS LEGALLY OBLIGATED TO COMPLETE THE PURCHASE. A BIDDER WHO FAILS TO COMPLETE A PURCHASE WILL FORFEIT THEIR DEPOSIT, BE BANNED FROM FUTURE TAX SALE AUCTIONS AND MAY BE PURSUED FOR COLLECTION.

TERMS AND CONDITIONS OF COUNTY TAX SALE

Bidder Information

Only bids submitted via the Internet will be accepted. Pre-registration is required. Register on-line at www.Bid4Assets.com/SantaCruz. Neither the County of Santa Cruz nor the Tax Collector (collectively referred to as the "County") will be registering bidders or accepting bids. All questions regarding registration will be directed to Bid4Assets.com.

The County retains the right to reject any and all bids for any reason, may withdraw any property from the tax sale auction at any time before or during the sale, and reserves the right to cancel the sale of a property at any time prior to the issuance of the tax deed.

Redemption

Properties that are redeemed on or before 5:00 p.m. (PT) on the last business day prior to the sale will not be offered for sale. Please note that redemption of a property prior to auction by a party other than the owner will not cause transfer of ownership. The owner of record retains title to the property.

Bid Deposit and Fee Requirements

A $3,000 bid deposit and $35 non-refundable processing fee is required of each bidder prior to bidding on any property as part of this tax sale auction. The bid deposit and fee payment shall be made a minimum of five (5) business days before the tax sale auction begins. All deposits shall be made with www.Bid4Assets.com.

Refund of the deposit shall be made to unsuccessful bidders within ten (10) business days after the close of all property auctions. Bid4assts shall transfer the deposit of successful bidders (the highest bidder of each property auction) to the County where the deposit will be credited toward their purchase, subject to meeting all the Settlement Requirements.

A bid is an irrevocable offer to purchase property. If a winning bid is accepted and the bidder defaults because payment has not been timely received, the deposit will be forfeited and the bidder, and any party the bidder represents, will be excluded from participating in County tax sale auctions for five (5) years.

Buyers Duty of Due Diligence

All properties offered for sale and sold at each tax sale auction are offered and sold on an "as is" basis only. The County assumes no responsibility, implied or otherwise, that the properties are in compliance with zoning ordinances; conform to building codes and permits, or situs addresses. Each bidder shall alone bear the duty of due diligence to inspect the properties offered for this tax sale auction and investigate all title matters; judgment, nuisance abatement, code enforcement, or other liens; encumbrances; easements; covenants; restrictions; servitudes; boundaries; the existence, condition, and legal status of all improvements and appurtenances; compliance with all applicable zoning ordinances; building and other codes; permit requirements; notices of violations; other recorded notices; bankruptcy proceedings; and all other conditions affecting these properties. The bidder bears the burden of determining the actual location of the property and its boundaries, property lines, and the actual location of all rights-of-ways and easement affecting the property. USE CAUTION AND INVESTIGATE ALL ASPECTS OF PROPERTY BEFORE YOU BID.

Any information concerning these properties is presented by the County as a courtesy for general reference only and the County makes no warranty whatsoever as to the accuracy or veracity of any information provided.

No Warranties By County or Tax Collector

All properties offered for sale and sold at each tax sale auction are offered and sold on an "as is" basis only. The County and its Tax Collector assume no liability and make no warranties whatsoever as to each of these properties regarding, but not limited to, the following:

The accuracy of veracity of their legal descriptions; locations; boundaries and property lines;

The existence of any liens of any kind, easements, rights-of-way, servitudes, covenants, restrictions, or other encumbrances of any kind, whether or not recorded, affecting these properties;

Their suitability for or the legality of any land use contemplated by the bidder or purchaser;

The status of compliance with all applicable local codes, permit requirements, zoning and land use regulations;

The status of compliance with all environmental regulations imposed by local, state, and/or federal law;

The status of compliance with all procedural requirements concerning required notice and the tax sale
itself;

The status of creditors' rights or the rights of the Trustee in any proceeding before the US Bankruptcy Court;

The accuracy or veracity of any County General Plan Map or equivalent, or County Assessor's Map;

The accuracy or veracity of any other map, or any photograph or of any property profile or title report.

Settlement Requirements

The properties offered at the tax sale auction shall be sold to the highest bidder. The highest bidder for each property shall pay in full within 48 hours after the close of the auction.

Only bank wires and certified/cashier's checks will be accepted. A California transfer tax will be added to and collected with the purchase price and is calculated at $.55 per each $500 or fraction of. In addition, winning bidder shall also provide deed information indicating how title should be vested within 48 hours after the close of the auction.

In the event the highest bidder on an auction fails to comply with these settlement requirements, then the bidder's deposit shall be forfeited to the County and the bidder, and any party the bidder represents, will be banned from participating in County tax sale auctions for five (5) years. Winning bidders who do not perform on all auctions won will forfeit their deposit to the County and will be banned from participating in County tax sale auctions for five (5) years.

Possible Contaminated Properties

Parcels offered for sale may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The County in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by a purchaser or owner to clean up, or otherwise bring into compliance according to federal, state or local environmental laws for any parcel purchased. The County shall not have any duty to investigate the status of any parcel with regard to contamination by environmentally hazardous materials.

Conveyance of Title

California Revenue & Taxation Code § 3712 sets forth the scope and extent of title conveyed by the Tax Deed as a result of a tax sale. Please consult an attorney for further information and legal advice concerning any questions you may have regarding legal title to property purchased at a tax sale.

No Tax Sale Auction Refunds; Exception

All sales are final. There shall be no refund of any purchase price, or any portion thereof, and no refund of the payment of the documentary transfer tax paid for a property sold at the tax sale auction due to a bidder's or purchaser's error, remorse, failure to exercise due diligence or any other fault or defect.

However, the bidder agrees that, if, for whatever reason, the County cancels a sale of a property sold at the tax sale auction, a refund, limited to the amount of the purchase price and documentary transfer tax paid, shall constitute a full accord and satisfaction and the County and its employees shall have no further liability arising from the transaction. The refund shall be paid within a reasonable time to that bidder or purchaser.

The bidder further agrees that the County reserves the right to cancel or rescind the sale in the event that an error is discovered. By participating in the tax sale auction, the bidder agrees to cooperate in the rescission of the sale if such an event occurs within one year of the recordation of the tax deed.

Liability

Neither the County nor its employees are responsible for any of the following:

Damages or loss of any kind sustained by the property purchased at the tax sale auction from the time of the sale until the recordation of the tax deed transferring the property to the purchaser.

The failure of any equipment or device that may prevent a person for participating in the tax sale auction. This includes, but is not limited to, computer hardware or software, a computer network or website.

Known or unknown conditions of any property purchased at the tax sale auction, including, but not limited to, errors in the Assessor's records pertaining to improvement of the property.

Bidder's Acknowledgement of and Agreement to Terms and Conditions

Each bidder participating in this tax sale auction shall be deemed to have read, acknowledged, and agreed to be bound by the Terms and Conditions for this tax sale auction as herein stated upon payment of the bid deposit and non-refundable processing fee.