

**GENERAL TERMS APPLICABLE TO NEGOTIATED SALES  
(Surplus Real Property)**

**1. CONDITION OF PROPERTY.**

The property is offered "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered.

**2. DESCRIPTIONS IN OFFER TO PURCHASE.**

The descriptions of the property set forth in the Offer to Purchase and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

**3. INSPECTION.**

Offerors are invited, urged, and cautioned to inspect the property to be sold prior to submitting an offer. The failure of any offeror to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of an offer after it has been tendered.

**4. EARNEST MONEY DEPOSIT.**

The offer must be accompanied by an earnest money deposit in the amount required by this Offer to Purchase in the form of a certified check, cashier's check, or postal money order (or as otherwise provided for in this offer) made payable to the order of the General Services Administration. Failure to so provide such earnest money deposit shall require rejection of the offer. Upon acceptance of the offer the deposit shall be applied toward payment of the offeror's obligation to the Government. In the event the offer is rejected, the deposit will be returned, without interest, as promptly as possible after rejection of the offer.

**5. CONTINUING OFFER.**

The offer shall be deemed to be a firm and continuing offer from the date of receipt until accepted or rejected by the Government: provided, however, that after 90 days have elapsed from the date of receipt, the offeror not having received notice of rejection may consider his offer rejected, and if the Government desires to accept the offer after such 90-day period, the consent of the offeror thereto shall be obtained.

**6. NOTICE OF ACCEPTANCE OR REJECTION.**

Notice by the Government of acceptance or rejection of the offer shall be deemed to have been sufficiently given when telegraphed or mailed to the offeror or his duly authorized representative at the address indicated in the offer.

**7. CONTRACT.**

These General Terms Applicable to Negotiated Sales, the offer, and the acceptance thereof, shall constitute an agreement between the offeror and the Government. Such agreement shall

constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the offeror without consent of the Government, and any assignment transaction without such consent shall be void.

**8. RESCISSION.**

a. The contract made by the acceptance of the offer by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of the offer by the Government may be rescinded by the Government, in the event unfavorable advice is received from the Attorney General.

b. An explanatory statement of the circumstances of the proposed disposal will be submitted to the appropriate committees of the Congress because of its negotiated character and the offer probably will not be accepted by the Government until after the proposed disposal has been considered by such committees. However, in any event, the Government may rescind its acceptance at any time subsequent to acceptance and prior to conveyance, if it is reasonably determined by the Government that such action is justified in the light of the circumstances then prevailing.

c. Any rescission, pursuant to a or b, above, will be without liability on the part of the Government other than to return the earnest money deposit without interest.

**9. REVOCATION OF OFFER AND DEFAULT.**

In the event of revocation of the offer prior to acceptance, or in the event of any default by the offeror in the performance of the contract created by such acceptance, the deposit, together with any payments subsequently made on account may be forfeited at the option of the Government, in which event the offeror shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the offer or contract.

**10. GOVERNMENT LIABILITY.**

If this Offer to Purchase is accepted by the Seller and: (1) Seller fails for any reason to perform its obligation as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

**11. OTHER TERMS APPLICABLE TO A SALE.**

a. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the offeror shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

b. Any title evidence which may be desired by the offeror will be procured by him at his sole cost and expense. The Government will, however, cooperate with the offeror or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title,

judgments in condemnation proceedings, or other documents relating to the title of the premises and the property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

c. Upon assumption of possession of the property, or conveyance of the property, whichever occurs first, the offeror shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and sums paid, or due to be paid, by the Government in lieu of taxes pursuant to statutory authority shall be prorated.

d. In the event an offer to purchase for cash is accepted and possession of the property is assumed by the offeror prior to the date of conveyance, the offeror shall procure and maintain insurance at his expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government, with companies acceptable to the Government.

e. If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

f. In the event the offer to purchase is made on credit terms, financial data, references and such other information as may be requested by the Government, shall be promptly furnished by the offeror and the following conditions shall be applicable.

(1) The Government's acceptance of the offer to purchase on credit terms may be rescinded by the Government, in the event of an adverse finding by the Government as to the offeror's financial responsibility, without liability on the part of the Government other than to return the earnest money deposit without interest.

(2) The offeror shall procure and maintain insurance at his expense during the term credit is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.

(3) Contemporaneously with the delivery to the offeror of documents conveying the property purchased, offeror shall execute and deliver to the Government:

(a) A bond or note, in form and substance satisfactory to the Government, evidencing his obligation for payment of the balance of the purchase price; and

(b) A purchase money mortgage, vendor's lien and mortgage, or deed of trust, in conformity with the practice of the State in which the property is located; the document in any case, however, to be in form and substance satisfactory to the Government, and in any event to include:

i. A restriction against sale, lease (unless the property was offered without leasing restrictions), or other

disposition of the mortgaged property or any part thereof without prior written consent of the Government;

ii. A requirement for provisions of insurance coverage satisfactory to the Government as to types of risks, amounts, and insurers;

iii. A provision that the principal obligation may be prepaid in full, or in part, on any installment due date, without penalty;

iv. A provision that partial payments made in advance of the regular schedule of payments shall be applied against the principal obligation in inverse order of maturity;

v. Agreement on the part of the mortgagor to allowance of reasonable attorneys' fees and costs to the Government in the event of foreclosure, and to a deficiency judgment (where not prohibited by State law) after foreclosure sale or exercise of power of sale in the mortgage; and

vi. A requirement to provide financial data during the period of the mortgage as may be requested by the Government.

(4) Interest shall be computed at the rate prescribed in the offer. Accrued interest shall be paid with each principal installment.

g. The offeror shall on a mutually agreeable date not later than 30 days after acceptance of the offer, or within such additional time as may be granted by the Government, tender to the Government the balance of the purchase price (if a cash sale), or (if a credit sale) the offeror shall pay the balance of the down payment, and shall execute and deliver to the Government the Instruments described in f(3) above, and furnish evidence of insurance coverage. The offeror shall be required to effectuate a wire transfer to the Department of the Treasury of the funds due at the sale closing. Instructions for the wire transfer will be furnished to the offeror prior to the sale closing. Upon such tender being made by the offeror, the Government shall deliver to the offeror the instrument, or instruments, of conveyance. In any event, if possession was assumed by the offeror prior to the date of conveyance, the offeror shall pay, in addition to the purchase money due, an amount required under the provisions of the offer.

h. The offeror shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the offeror's expense.

## 12. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.