

2022 VANDERBURGH COUNTY COMMISSIONER'S AUCTION TERMS

- The real estate will sell at ABSOLUTE auction to the high bidder regardless of price.
- Real estate is being sold on an "AS-IS, WHERE IS" basis, with all faults, and with no warranty or representations either expressed or implied. Buyers are responsible for performing their own due diligence on the properties which may include contacting the City of Evansville-Vanderburgh County Building Commission, the Evansville Water and Sewer Utility, etc.
- Real estate must be paid for in full by 2:00 pm on auction day. The successful purchaser will receive a Quit Claim Deed from the Vanderburgh County Commissioners. If purchaser fails to make payment by this time, he/she will not be allowed to participate in future auctions.
- Payment can be in the form of cash, cashier's check, money order or credit card. There will be a 3% convenience fee added to credit card purchases.
- Title will be in the name of the registered bidder ONLY.
- There will be a \$600 fee charged per property to cover the title search, sales disclosure, recording cost & administrative expenses. If the buyer pre-registers for the auction, this fee will be reduced to \$450 per property.
- The purchaser will assume the real estate taxes payable in May 2024.
- Properties may be removed prior to the auction.
- All announcements made auction day take precedence over any previously written or verbal statements.
- Any entity/trust registering understands that they must disclose the partners / shareholders / members / beneficiaries / etc.
- No person with any outstanding taxes or who has previously lost a property to tax sale is eligible to bid.
- Real estate may be subject to Federal liens.
- This live auction is a CASH SALE not contingent on or subject to financing, appraisal, survey or inspections of any kind, as agreed to by Bidder and or Buyers at registration prior to bidding'.
- The sale of this property is subject to any and all easements of record.
- The sale of this property is subject to all state and local zoning ordinances.
- Curran Miller Auction / Realty, Inc., Agents and Representatives are agents of the Seller.
- Buyer and or Bidder agrees to hold harmless and indemnify Curran Miller Auction / Realty, Inc. and its Agents and its Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs, fees, etc.
- Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information disseminated either in writing or on the Curran Miller Auction / Realty, Inc. website is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller, Curran Miller Auction / Realty, Inc., Agents or Representatives.
- Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. All decisions of Curran Miller Auction / Realty, Inc. are final. Any dispute between Curran Miller Auction / Realty, Inc., its Agents or Representatives and the Buyer(s) will be tried in a court of jurisdiction in Vanderburgh County, Indiana.
- In the event there are technical difficulties related to the server, software, internet or any other online auction-related technologies, Curran Miller Auction / Realty, Inc. reserve the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Curran Miller Auction / Realty, Inc. shall be held responsible for a missed bid or the failure of the software to function properly for any reason.
- By bidding on the property, Buyer agrees to all terms and conditions set forth.