



**DORCHESTER COUNTY, MARYLAND  
TAX SALE REAL PROPERTY  
BID FORM**

<b>This Bid for Property Identified Below:</b>	
Property Address/Description	
Property Tax ID#	

<b>Amount of Bid, Required Deposit, and Balance Due:</b>	
Amount of Bid	\$
Required Deposit of 10% cash or money order	(\$ )
Balance Due= Amount of bid less Deposit	\$

<b>Purchaser Information</b>	
Purchaser Name (Name to be on Title)	
Street Address	
City, State, ZIP	
Phone Number & Email address	

## AGREEMENT AND CONSIDERATION

**1. Agreement.** The undersigned, hereinafter referred to as "Purchaser," agrees to terms of sale set forth in this Bid Form and agrees to pay Dorchester County, Maryland, hereinafter referred to as "the County" the amount entered above as the "Amount of Bid," for the real property identified above.

**2. Payment of Deposit and Balance.** Accompanying this bid is cash or money order, payable to Dorchester County, Maryland, in the amount entered above as "Required Deposit."

The balance of the purchase price, in the amount entered above as "Balance Due," shall be in the form of a cash, cashier's check or money order, payable to the Dorchester County, Maryland, and shall be **due within Thirty (30) days of acceptance by the County of this bid.** It is understood that Purchaser acquires no right, title, interest or equity in said real property until the full purchase price has been paid. In the event Purchaser fails to pay the balance due within the time specified, or meet any terms of this agreement, all rights of the Purchaser in the real property described above shall cease and all right, title and interest in said real property shall remain vested in the County, free of any claim of equity in the undersigned Purchaser or those claiming through the Purchaser, and the County shall retain the deposit as liquidated damages for failure of Purchaser to complete the purchase.

## CONDITIONS AND TERMS OF SALE

**1. Title Conditions.** This sale is subject to the following:

- a. Special assessments, existing restrictions, reservations and easements, if any, including easements for slopes, drainage facilities, water, gas, electric and communications service lines and facilities;
- b. The rights of any utilities or other entities with facilities located within the property subject to this agreement, which may include the right to operate, reconstruct, and maintain their facilities.

**2. Form of Deed.** County will accept a Quitclaim Deed, conveying its interest in the property but providing no warranties. The deed may contain reservations as provided by law. **The deed MUST be conveyed within thirty (30) days of acceptance by the County of this bid**

**3. Title Insurance.** County will not provide title insurance. Purchaser may provide and pay for title insurance. However, the securing of title insurance cannot be a condition of the sale. Purchaser may not avoid the sale due to inability, if any, to obtain title insurance.

**4. Closing Costs.** All closing costs will be borne by purchaser. All costs and expenses shall be paid by purchaser, including but not limited to transfer taxes, recordation taxes, surveying costs, and deed preparation costs.

**5. Taxes.** All municipal, county, and state real estate taxes to be adjusted as of the date of closing. Purchaser is not responsible for real estate taxes existing prior to the date of closing. **Purchaser will receive a tax bill after closing for the period: closing date through June 30 of current tax year.**

**6. Condition of Property.** The property is sold "as is" and "where is" without representation, warranty, or guarantee by County as to its quality, character, condition, value, size, or suitability for any purpose, and no claim for any allowance or deduction upon such grounds will be considered after bids have been awarded. Purchaser is free to examine the property, the public record, building requirements and any other information or evidence related to the condition or suitability of the property. County will not provide, and the Purchaser shall not rely on, any statements or representations from any person acting on behalf of County concerning any of the following, except as expressly provided otherwise in this Agreement:

- a. The exact size or area of the property or any parcel of the property;
- b. The location of boundaries or corners of the property or any parcel of the property (including where the For Sale sign is placed); A survey is recommended.
- c. The condition of the property, including but not limited to, environmental conditions above or below the ground or present or past compliance with environmental regulations;
- d. Access to the property;

- e. Availability of utilities and services to the property;
- f. Ability of Purchaser to use the property or any portion thereof for any purpose;
- g. Any other matter affecting or relating to the property or the title to the property or any portion thereof.

**7. Condition of Property Indemnification.** County shall convey and Purchaser shall acquire title to the property in the condition existing at the time of closing of the sale. Purchaser shall waive, release and forever discharge County from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of, or in any way growing out of, or in connection with, any physical characteristic or condition of the property, including any surface or subsurface condition, or any law, rule or regulation applicable to the property. These provisions shall be binding on Purchaser and Purchaser's successors and assigns.

**8. Environmental Indemnification.** Purchaser further acknowledges and covenants that Purchaser shall indemnify and hold the County harmless from any and all claims, actions, causes of action, fines, penalties, damages including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any environmental condition originating from the property, or violation of any environmental law caused by material originating above or below the surface of the property, regardless of who makes any such claim against the County. This indemnity by Purchaser against third party claims for environmental damage is specifically given by Purchaser to the County for valuable consideration. These provisions shall be binding on Purchaser and Purchaser's successors and assigns.

**9. Assignment.** Purchaser shall not sell, assign, or transfer this contract. **You must close on the property in the name of the bidder on the bid form.**

**10. Agreement to Survive Closing.** This entire agreement shall survive closing of this sale.

**11. Rejection of Bids/Cancellation of Sale.** The County reserves the right to reject any or all bids at any time prior to recording the Deed. In the event the sale is cancelled by the County after bids are received, all monies deposited shall be refunded without payment of interest.

**12. Acceptance of Bid.** Acceptance of this bid shall be by vote of the County Council of Dorchester County, Maryland, which vote shall authorize the President of the Council to execute all conveyance documents. The Purchaser will be notified by the County via telephone, email or text message.

Date: \_\_\_\_\_

**PURCHASER #1:**

**PURCHASER #2: (if more than 1)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print full legal name as it should appear on deed**

\_\_\_\_\_  
**Print full legal name as it should appear on deed**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Phone Number**

**Council meets the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. Offers are considered at each meeting. Bidder will be notified by phone and/or email after Council Decision.**

**Cindy Smith  
410-228-7291 Ext 1130  
County Office Building  
501 Court Lane Room 104  
Cambridge, MD 21613**