

Salt Lake County Terms and Conditions

This sale is conducted in accordance with [Utah Code Section 59-2-1351.1](#) and [Salt Lake County Ordinances 3.65 and 3.66](#).

Registration and Bid Deposit

Any party wishing to bid on property offered for sale must register in advance at <https://www.publicsurplus.com> and pay a refundable \$500 deposit by May 23rd, 2022. The deposit must be submitted by wire transfer following the instructions found below in the Deposits & Payments section.

Auction

All sales will be made by auction according to the procedures established by the Salt Lake County Auditor. The auction will be conducted exclusively via the Public Surplus internet website at <https://www.publicsurplus.com> beginning at 8:30 am (MDT) on May 26th, 2022. Each sale may have a different end time which will be indicated on the individual parcel auction page. The auction will extend if any bids are made in the last 5 minutes of the auction and will continue until no bids are placed for 5 minutes.

All opening bids will be for no less than the total amount of taxes, tax notice charges, penalties, interest, and administrative costs that are a lien against the property. All fees have been added to the minimum bid, except for the 8% buyer's premium.

The winning bid will be the highest accepted bid for the entire parcel of property.

A bid is an irrevocable offer to purchase property.

Salt Lake County reserves the right to pursue all available legal remedies against a non-paying winning bidder. Any non-paying bidder may be banned from future auctions.

Salt Lake County retains the right to reject any and all bids for any reason, withdraw any property from the sale at any time prior to, during, or after the sale prior to ratification by the council, or close the auction at any time. All bids are accepted conditionally and require ratification by the Salt Lake County Council subsequent to the tax sale.

All bidders are legally and financially responsible for all properties bid upon whether acting on their own behalf or acting as an agent for a third party. All bidders must be 18 years of age or older.

Collusive bidding is prohibited. Collusive bidding is any agreement or understanding reached by two or more parties that changes the bids the parties would otherwise offer absent the agreement or understanding.

Any property offered for sale for which no bid is accepted will be struck off to the County and fee title ownership will be conveyed to Salt Lake County. Property offered for sale under Salt Lake County Ordinance 3.66 as potentially contaminated may be withdrawn from the sale rather than struck to the County if no bid is accepted.

Unqualified Bidders

No officer or employee of any county office connected with the tax sale may bid on or benefit from the purchase of property offered for sale, directly or indirectly, except where the officer or employee is the record owner, an heir or personal representative of a deceased record owner or an abutting property owner. When an officer or employee of an office involved in the conduct of the tax sale knows that a business associate or relative desires to participate in the tax sale, the officer or employee shall make complete written disclosure of the relationship prior to the sale.

If a bidder is the record owner of the property, or an agent of the record owner, or a contract buyer, no competitive bidding will be permitted. An agent includes a personal representative or administrator, mortgage holder, lien holder, or trustee under a trust deed. If a bid is made by such person, the property will be redeemed in the name of the record owner.

Deposit & Payment Instructions

PayMac, a third-party payment processing company, receives all payments for Salt Lake County. To participate in the sale, a \$500.00 deposit must be wired by May 23rd, 2022, using the wire transfer information below. You must write "Salt Lake County" in the Memo section of the wire transfer so that Public Surplus can add you to the qualified bidder list. If you are not a winning bidder, Public Surplus will refund the deposit by wire transfer within 72 hours after the auction ends.

Winning bidders must pay in full **within one (1) business day** after the date of the Notice of Award of the successful bid.

An 8% Buyer Premium (\$1.00 minimum) will be added to the final sale price for each parcel won.

Payment may only be made by wire transfer. NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED.

Partial Payment

There will be NO partial payments allowed for an auction. All auctions must be paid in full.

Wire Transfers

A wire transfer is required.

Recipient Business Name: PayMac
2520 Saint Rose Parkway Ste 214
Henderson, NV 89053

Bank Information: Chase Bank
1115 S 800 E
Orem, UT 84097

ABA (Routing Number): 124001545

Account Number: 102908156

If paying for property won, in the Memo section you MUST put the auction number(s) (example: Auction# 654324) of the property you are remitting payment for first, then your name or user ID. Write out the word "Auction" and not "Auc" as that will cause the bank to hold the wire. Failure to follow these instructions can result in delays or having the wire sent back to your bank. Please be sure to double check the amount of your payment before you send the wire transfer as the wrong amount will cause significant delay or payment to be returned. There may be additional charges from your financial institution to complete a wire transfer. You are responsible for any charges related to wire transfers.

Wire requests are received Monday through Friday, 8 am to 4 pm (MDT). Once your payment has been posted you will receive a receipt of your payment by email. If you have any additional questions or need assistance, please use the live chat or email support at buyersupport@publicsurplus.com.

If you are the successful bidder and you fail to submit any balance due on your auction purchase per these Terms and Conditions, you will not become the owner of the subject property and your deposit will not be returned to you. If any party is the successful bidder on multiple parcels, only payment in full for all parcels will be accepted. Selective payments will not be allowed and all transactions may be deemed in default resulting in the parcels being awarded to another bidder or withdrawn from the sale.

Disclaimer

Salt Lake County is not liable for the failure of any device that is not owned, operated, and managed by the county, which prevents a person from participating in any sale. "Device" includes, but is not limited to, computers and other equipment to access the internet, hardware, networks, software applications, and web sites.

Properties are sold "AS IS" with NO WARRANTIES.

Properties sold during the tax sale will be conveyed by tax deed. This form of deed is not a warranty deed. ***Prospective bidders must do their own due diligence regarding the tax sale properties.*** Salt Lake County makes no warranties or representations as to the title conveyed, the purchaser's right of possession, the accuracy of the assessment, the accuracy of the description of the real estate or improvements, whether the property is buildable or developable, whether the property complies with applicable zoning regulations, whether the property is habitable or in any particular condition, or any other warranties or representation related to a property being sold.

All sales are final! Salt Lake County does not issue refunds for any reason unless a sale is not ratified by the Salt Lake County Council.

Redemption Rights

Delinquent property may be redeemed on behalf of the owner of record by any person at any time prior to the sale. A person redeeming the delinquent property must make payment in cash or certified funds to the Salt Lake County Treasurer for the total delinquent amount including taxes, tax notice charges, interest, penalties, and administrative costs.

Tax Deed

The County Auditor will record and mail a tax deed to the successful bidder after the sale has been ratified by the Salt Lake County Council and within 60 days after the sale.

TERMS OF SALES ARE SUBJECT TO MODIFICATION. BY SUBMITTING A BID, YOU AGREE TO THE TERMS OF THE SALE AS POSTED AT THE TIME BID IS SUBMITTED.