

VISTA IRRIGATION DISTRICT
BID FORM

FOR THE SALE OF SURPLUS REAL PROPERTY AT 1951 WARMLANDS AVENUE,
VISTA, CA

Subject to Approval by the VID Board of Directors

The undersigned hereby bids the sum of _____ dollars

(\$ _____) cash ("Bid") to the Vista Irrigation District ("VID") for the purchase of real property located at 1951 Warmlands Avenue in Vista, California, APN 171-271-02 ("Property"). As a deposit for the undersigned's Bid, the undersigned hereby encloses a

cashier's check in the sum of _____ dollars

(\$ _____), which is equal to 10% of the Bid ("Deposit"). Bidder hereby acknowledges that his or her Deposit is nonrefundable until VID either accepts a Bid or rejects all Bids, and that in the event this Bid is accepted by VID, the amount of the Deposit shall be applied to the purchase price of the Property. Deposit of unsuccessful bidders will be returned within five (5) business days of VID's acceptance of a Bid from another party or rejection of all Bids.

The undersigned acknowledges and understands that bids must be received by 4:00 PM on March 19, 2019 and that bids received after the specified date and time will not be considered responsive and will be returned unopened.

The undersigned acknowledges and represents that he or she has read fully, has had an adequate opportunity to pursue any inquiries regarding, and comprehends the "Notice Inviting Bids for the Sale Of Surplus Real Property At 1951 Warmlands Avenue, Vista, CA." In signing this document, the undersigned expressly agrees to the terms of the "Notice Inviting Bids for the Sale Of Surplus Real Property At 1951 Warmlands Avenue, Vista, CA."

The undersigned hereby represents and warrants to VID that he or she has sufficient funds to close the transaction if his or her Bid is accepted by VID, and will pay in cash or cashier's check the funds in the amount specified above, less the Deposit, ("Payment") within forty-five (45) days of acceptance of the Bid by VID's Board of Directors ("Payment Date"). Bidder expressly acknowledges that if the successful Bidder fails to furnish the Payment by the Payment Date, the transaction shall be terminated and Bidder shall lose the right to purchase the Property **and shall forfeit his or her Deposit.**

Failure to include written verification of sufficient funds with this bid form as stated in the Notice Inviting Bids for the Sale Of Surplus Real Property At 1951 Warmlands Avenue, Vista, CA under "BIDDER'S SECURITY AND VERIFICATION OF SUFFICIENT FUNDS" shall render the bid non-responsive per the terms and the deposit will be returned to Bidder without consideration.

Bidder acknowledges that he or she has had an adequate opportunity to inspect the Property and that this Bid is tendered as a result of such inspection and not based upon any representation or warranty of any kind by VID. Bidder agrees that the Property is being sold "as is" with all faults, "where is" with all faults, without any representation or warranty by VID as to any aspect of its condition or status, its fitness or suitability for any particular purpose, and without recourse against VID or any of its officials, officers, employees, consultants, or agents.

VID reserves the right to refuse any and all bids that do not comply with the "Notice Inviting Bids for the Sale Of Surplus Real Property At 1951 Warmlands Avenue, Vista, CA," or reject all Bids it receives for any reason, in its sole and absolute discretion.

The undersigned acknowledges that the successful Bidder shall take title by Quitclaim Deed.

The undersigned expressly and unconditionally **forever releases** VID from any and all claims, liabilities, injuries, damages, and causes of action allegedly or actually arising from the Property. Furthermore, the undersigned **expressly waives** all rights under California Civil Code § 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The undersigned represents and warrants that he or she has considered the possibility that claims, liabilities, injuries, damages, and causes of action that are not presently known or suspected to exist may develop, accrue, or be discovered in the future, and that he or she voluntarily assumes that risk as part of the consideration received for his or her Bid.

Bidder contact information and evidence of agreement:

Date: _____

Name: _____

Signature: _____

Address: _____

Phone: _____

Email: _____