



The United States Government

Certificate to Obtain Title to a Vehicle

(Must Be Machine Prepared. See Instructions on reverse.) Duplicate If Checked

The undersigned Department or Agency of the United States Government certifies that the vehicle described herein, the property of the United States Government, has been transferred this ____ day of _____ 20 ____, to the Transferee designated herein; and that this is the first transfer of such vehicle in ordinary trade and commerce subsequent to acquisition thereof by the United States Government.

Vehicle Identification No.		Certificate No.		
Year	Make of Vehicle	Series or Model	Body Style	
Fuel	No. of Cylinders	Weight (Shipping)	GVWR	Purchase Price
Transferor (Accountable office, i.e., department or agency, subunit and address, ZIP Code)			Transferee (Name of dealer, individual, etc. and address including ZIP Code)	

Odometer Disclosure Statement	Date of Statement
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Federal Law (and State law, if applicable) requires that you state the mileage upon transfer of ownership; failure to complete or providing a false statement may result in fines and/or imprisonment.

I, _____ state that
Transferor's Name (Seller)

the odometer now reads _____ miles and to the
Odometer Reading (No Tenths)

best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is not the actual mileage:
WARNING - ODOMETER DISCREPANCY.

Transferor's Signature (Seller) X	Printed Name (Not Typed) and Title	Date
Transferee's Signature (Buyer) X	Printed Name (Not Typed) and Title	Date

**ANY ALTERATION OR ERASURE
VOIDS THIS CERTIFICATE**

STANDARD FORM 97-1 (Rev. 4-2012)
Prescribed by GSA FMR (41 CFR) 102-36.285
Previous Edition Not Useable NSN 7540-01-509-5208

SECTION I: ASSET AND SALE INFORMATION	
1. Contractor/Listing Agent Name:	2. Phone:
3. Auction/Sale/Real Property Contract Date:	4. Auction/Sale Location:
5. Asset Identification Number/Item Number:	6. Sale Price:
<input checked="" type="checkbox"/> Personal Property Identification Number: (VIN, HIN, Tail No., Serial No.) _____ Asset Description: _____ If vehicle, is it subject to Major Automotive Recall?: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
<input type="checkbox"/> Real Property Address: _____ Parcel No.: _____	
<input type="checkbox"/> Complex Asset Item/Asset Information: _____	

SECTION II: "AS IS, WHERE IS" DISCLAIMER AND PROHIBITED PARTIES STATEMENT

All Property is Subject to - "As Is, Where Is" Disclaimer:
 All property items will be sold with no warranty or guarantee whatsoever. All items are to be purchased exactly as they appear at auction/sale. They will be sold based on their appearance only. "As is" is a disclaimer of warranties or representations. "Where is" denotes that the buyer takes the property as found and must remove it from the point of sale.

All Buyers Must Read and Acknowledge - Prohibited Parties Statement:
 USMS Policy Directive 13.7, Persons Prohibited from Purchasing Forfeited Property stipulates that certain individuals are prohibited from purchasing forfeited property in the Department of Justice (DOJ) Asset Forfeiture Program, directly or indirectly (through another person or agent) and are therefore barred from placing bids to buy such property:

- a. DOJ employees/contractors, vendors under contract with USMS in the Asset Forfeiture Program and their immediate family members.
- b. Defendants in a Criminal Case - Titles 18.U.S.C. Section 1963(f) and 21 U.S.C. Section 853(h) of the Comprehensive Crime Control Act of 1984 prohibits the United States Government from reverting to a defendant or any defendant's conviction on charges, or violations of 18 U.S.C. Section 1962 or 21 U.S.C. Section 841 et.seq.
- c. As a matter of policy, the USMS extends the purchase restrictions of a criminal case to any person whose conduct gave rise to a civil forfeiture of the property or to anyone acting in concert with or on behalf of, such a person. This general prohibition may be lifted in civil forfeiture actions on a case by case basis due to extenuating circumstances, as determined by AFD and the relevant United States Attorney's Office (USAO), with concurrence of the Ethics Officer, Office of General Counsel (OGC).
- d. Other Third Parties - other governmental and non-governmental agents who are involved in the Asset Forfeiture and DOJ Equitable Sharing Programs.

In order to make an offer to purchase property subject to this sale, the offeror shall check one of the following boxes:

The offeror warrants that he/she is not: (a) an employee of the USDOJ; (b) an employee of any Federal, State, or Local Governmental Agency which participated in investigations that led to the forfeiture of property to the United States subject to this sale; (c) an employee of any contractor or subcontractor whose contract or subcontract provides goods or services to the USDOJ's Asset Forfeiture Program; (d) an agent or member of the immediate family/household of any employee described in (a), (b), or (c) above.

Any offeror who is an employee of the USDOJ warrants that he/she has complied with the provisions of 5 CFR 3801.104(a), and shall provide as part of his/her offer a copy of the written determination by the Agency designee required by 5 CFR 3801.104(a).

SECTION III: JUDICIAL FORFEITURE ACTIONS

Criminal Forfeitures

All Buyers Must Read and Acknowledge - Buyer's Certification

Title 18 U.S.C. Section 1963(g) and 21 U.S.C. Section 853(h) of the Comprehensive Crime Control Act of 1984, prohibits the United States Government from reverting forfeited property to the defendant(s) convicted of violation under 18 U.S.C. Section 1962 nor 21 U.S.C. Section 841 et seq., or any person acting in concert with or on behalf of such defendant(s). To ensure compliance with the prohibition, you are required to certify that you are not acting and will not act in concert with or on behalf of the defendant(s) in this case upon the satisfaction of your purchase. Upon receipt of your certification, as set forth below, a criminal records check may be made with the investigative agencies and the United States Attorney's Office involved in the prosecution of the said case to confirm your submitted certification. In that case, you will be required to submit your Social Security Number (SSN) and other personal information. In the event your certification cannot be confirmed, the purchase shall be immediately dissolved, and further criminal action taken.

United States of America vs. _____

Name of Defendant(s): _____

I hereby certify that I am not acting and will not act in concert with or on behalf of the defendant(s) in the criminal forfeiture of this property.

Civil Forfeitures

All Buyers Must Read and Acknowledge - Buyer's Certification

As a matter of policy, the USMS extends the purchase restrictions of a criminal case to any person whose conduct gave rise to a civil forfeiture of the property or to anyone acting in concert with or on behalf of, such a person. This general prohibition may be lifted in civil forfeiture actions on a case by case basis due to extenuating circumstances, as determined by AFD and the relevant United States Attorney's Office (USAO), with concurrence of the Ethics Officer, Office of General Counsel (OGC).

Person(s) property seized from: _____

Former Owner(s): _____

I hereby certify that I am **NOT** the person whose conduct gave rise to the civil forfeiture of this property nor am I acting in concert with or on behalf of such person(s).

I hereby certify that I **AM** the person whose conduct gave rise to the civil forfeiture or am I acting in concert with or on behalf of such person (s). However, the prohibition against such purchase has been lifted in accordance with USMS policy. **(Attach approval)**

I understand that any falsification of this statement is punishable under provisions of 18 U.S.C. Section 1001 by a fine of not more than \$10,000.00 and imprisonment of not more than five years.

SECTION IV: BUYER'S CERTIFICATION

I have read the entire contents of this agreement, and hereby acknowledge my agreement with the contents of this document.

Buyer Information

Co-Buyer Information

Printed Full Name: _____

Printed Full Name: _____

Complete Address: _____

Complete Address: _____

_____ Address _____ Unit

_____ Address _____ Unit

_____ City _____ State _____ ZIP Code

_____ City _____ State _____ ZIP Code

Country: _____

Country: _____

Phone Number: _____

Phone Number: _____

Signature _____ Date of Signature _____

Signature _____ Date of Signature _____

Instructions to Complete This Form

This form is to be signed by any and all persons who purchase any seized and/or forfeited property from the United States Marshals Service. This is a Special Term and Condition and is a requirement of all property sales. Ensure this document is signed and executed at time of disposal with a copy placed in the case file.

1. Complete all fields. Type or print legibly in blue or black ink. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A").
2. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, USMS may modify the form consistent with your intent.
3. You must use U.S. Postal Service 2-letter state abbreviations when you fill out this form. Do not abbreviate the names of cities or foreign countries.
4. All telephone numbers must include area codes.
5. All dates provided on this form must be in Month/Day/Year (mm/dd/yy) or Month/Year (mm/yy) format. Use numbers 1-12 to indicate months. For example, May 27, 2012 should be shown as 5/27/12.
6. Where applicable, the following parties must complete the following sections of this form:

Forfeiture Type	USMS personnel	Buyer/Co-Buyer
Administrative Forfeitures	Section I	Sections II and IV
Civil and Criminal Forfeitures	Sections I and III	Sections II, III, and IV

Purpose of This Form

The primary use of the information on this form is for review by officials of the Department of Justice to determine compliance with applicable federal prohibitions under 18 U.S.C. § 1963(g) and 21 U.S.C. § 853(h) of the Comprehensive Crime Control Act of 1984, which prohibit the United States from reverting forfeited property to defendant(s) convicted of violations under 18 U.S.C. § 1962 and/or 21 U.S.C. § 841 et seq., or any person acting in concert with or on behalf of such defendant(s).

Authority to Request This Information

The collection of this information is authorized by 28 U.S.C. § 524 and 44 U.S.C. § 3101.

Privacy Act of 1974 Compliance Information

Solicitation of information contained herein is authorized by Executive Order 10450 and may be used as a basis for eligibility determinations. The USMS describes how your information will be maintained in the Privacy Act system of record notice published in the Federal Register at 73 FR 35690 on June 24, 2008. Your social security number is being requested pursuant to Executive Order 9397. Disclosure of the information by you is voluntary. Information may be transferred as a routine use to appropriate Federal, state, local, or foreign agencies when relevant to civil, criminal or regulatory investigation, prosecutions, or pursuant to a request by DHS or such other agency is in connection with the hiring or retention of an employee, the issuance of a license, grant, or other benefit. Information also may be transferred as a routine use to a duly authorized official engaged in an investigation or settlement of a grievance, complaint, or appeal filed by an employee. Failure to provide information requested on this form may result in the government's inability to determine your eligibility for the position applied for or occupied, and may affect your prospects for employment or continued employment under a government contract, or at a Federal facility, or with a government license.

Privacy Act Routine Uses

1. To U.S. Marshals Service personnel when needed for official business including designated analysts and managers for official business;
2. To disclose information to agency staff and administrative offices who may restructure the data for management purposes;
3. In any legal proceeding, where, pertinent, to which the U.S. Marshals Service is a party before a court or administrative body;
4. To the Office of Personnel Management (OPM), the Office of Management and Budget (OMB), or the Government Accountability Office (GAO) when the information is required for program evaluation purposes;
5. To a Member of Congress or staff on behalf of and at the request of the individual who is the subject of the record;
6. To an expert, consultant, or contractor of the U.S. Marshals Service in the performance of a Federal duty to which the information is relevant;
7. To the National Archives and Records Administration (NARA) for records management purposes;

BUYERS GUIDE

IMPORTANT: Buyer of property listed below must read entire document prior to signing.

VEHICLE MAKE	MODEL	YEAR	VIN NUMBER
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DEALER STOCK NUMBER (optional)	LOT #	AUCTION #	MILEAGE
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TITLE REMARKS: _____

AS IS - NO WARRANTY

No warranty or guarantee is given. Buyer accepts the property "AS-IS" and with "ALL FAULTS." Buyer is responsible for determining condition, usability, salability, and any other specification. The Seller nor their agent assumes responsibility for any repairs.

ALL PURCHASES ARE FINAL

THIS ASSET IS SOLD AS-IS, WHERE-IS, WITH ALL FAULTS, WITHOUT WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED, AS TO AGE, YEAR OF MANUFACTURE, MAKE, MODEL, ODOMETER, CONDITION, TRIM, OR ANY OTHER SPECIFICATION. DESCRIPTIONS AND CONDITIONS OF VEHICLES, WRITTEN, PUBLISHED, OR ORAL ARE FURNISHED AS A GUIDE ONLY AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. NO GUARANTEE AS TO THE ACCURACY OF THE DESCRIPTION IS MADE.

The seller nor their agent shall be responsible for the correct description, authenticity, genuineness, or defect in any lot and makes no warranty in connection therewith. No allowance, refund, or set aside will be made on account of any incorrectness, error in cataloging, imperfection, defect or damage.

Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have inspected the merchandise and to have satisfied him or her as to its condition and value and to bid based upon that judgement solely. The Seller nor their agent certifies the accuracy of the information presented by any third party company that assist in the sale, and will not be responsible for any error made on their behalf. Some vehicles may have branded titles. Branded titles and/or odometer discrepancies, when known, are announced. Absence of mention of branded titles or remarks does not constitute any warranty to guarantee.

Buyer's signature below is acknowledgement of acceptance of the AS-IS NO WARRANTY OR REFUND policy:

Print Name	Sign	Date
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