

Tax Possession Real Estate Auction Bidder Package

**Florida Town Hall
367 Mohawk Trail
Drury, MA 01343**

Wednesday, September 23rd, 11:00 am

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Strategic Auction Alliance

NEW ENGLAND'S ASSET CONVERSION SPECIALISTS

Bidder Registration Form

Florida Town Hall
367 Mohawk Trail
Drury, MA 01343

Wednesday, September 23rd, 11:00 am

Notice: any incomplete or illegible registration forms will be rejected.

By submitting this registration form to the auctioneers for review the below stated individual(s) hereby state that I /we read understand and agree to the specific terms of sale as written in the bidder package relating to the Florida, MA Tax Possession Auction Sale scheduled on September 23, 2009. I /we agree to turn over the required \$2,000 earnest deposit by bank check, (no personal checks) or cash and furnish proper identification to be eligible to bid. (Unsuccessful bidder's deposits will be returned). A single \$2,000 deposit qualifies bidders to bid on one or both properties.

I wish to register to bid upon: (check all that apply)

- Parcel ID: Map 023, Lot 008 Stryker Rd. - Vacant land
- Parcel ID: Map 024, Lot 009 South County Rd. - Vacant land

I / we will fund my required bidders' deposit: (check only ONE appropriate box)

- By **Cash** In the amount of \$2,000 dollars.
- By **Bank Check**, ("payable to yourself") In the amount of \$ _____ dollars.

I / we hereby have received, read, understand and hereby agree to the specific terms and conditions of this auction.

Printed Name Address City State Zip Best Phone

Signature

Printed Name Address City State Zip Best Phone

Signature

I attest the identification being presented is that of
myself: _____
Signature



Tax Possession Real Estate Auction Bidder Package

Terms and Conditions of Auction Sale

Florida Town Hall – 367 Mohawk Trail – Drury, MA.

Wednesday, September 23, 2009 – 11:00 am. – Auction Registration Begins at 10:30

1. **DEFINITIONS:** "Auctioneers" are the contractors for this sale and shall be interchangeable with Strategic Auctions, Inc. and the Strategic Auction Alliance. "Bidders" are those perspective buyers agreeing with the terms of this sale and approved to bid through the registration process specified by these terms of sale. "Buyer(s)" shall be those confirmed to be successful bidders by the terms of this auction.
2. **GENERAL TERMS:** All prospective buyers must agree to the specific terms of this auction sale and complete the bidder registration forms at registration within this bidder package. The completed signed registration forms accompanied by the required bidders deposit must be furnished to the auctioneers within the specified registration time in for approval to bid. Onsite registration opens Wednesday, September 23 at 10:30 AM. In all cases, the auctioneers reserve the right to reject any bidder registration that does not meet the required qualifying criteria.
3. **IMPORTANT INFORMATION:** All successful bidders will be required to surrender the specified deposit, sign a "Memorandum of Sale", an "Arson/Tax Delinquency Statement" and a "Disclosure of Beneficial Interests in Real Property" form. Please review these sample documents included within this kit. Any successful bidder not completing these documents will be considered in default and may forfeit their deposit. The terms of this auction are a legal contract between a buyer and the auctioneers. If you do not understand this document please consult with an attorney.
4. **Auction with Reserve.** This Auction Sale is subject to confirmation of the highest offer or "bid" from a prospective buyer. Potential buyers agree that if deemed to be in the highest position of interest at the conclusion of the sales event that their offer will remain binding and their earnest money will be held by the auctioneers for a period of no more than 1 hour following the conclusion of the auction to afford ample time for consideration of said offer for confirmation. If said offer is not confirmed within the time specified herein, any earnest deposit furnished by the prospective buyer will be returned and all contractual obligations between the seller and that buyer shall be terminated. Auctioneers shall have no obligation to accept any bid and reserve the right to reject any or all bids at any time during the negotiation of this sale.
5. **Confirmation of Offer:** This contract becomes a binding purchase and sales agreement to the buyer and seller parties upon confirmation (acceptance) of the offer by the seller within the time specified by this contract. Said confirmation occurs at the time the seller or authoritative party approves the "best offer" resulted from this process. Upon confirmation the buyers will execute the "Memorandum of Sale", an "Arson/Tax Delinquency Statement" and a "Disclosure of Beneficial Interests in Real Property" form within the time frame specified within the bidder registration section of this bidders package. Failure to do so will initiate a default. In the event of said default the Auctioneers reserve the right to declare the defaulted bidders rights forfeited and may auction the property once again. Said failure will result in the forfeiture of bidders deposit monies and will invoke Indemnity Provisions as described by this contract (see paragraph 19 & 20 herein).
6. Properties included in this auction sale are:

Parcel ID: Map 023, Lot 008 Stryker Rd. - Vacant land

Parcel ID: Map 024, Lot 009 South County Rd. - Vacant land

7. All properties are offered per their legal description. We have been told by multiple residents that the property on Stryker Road is improperly depicted on the town lot maps. The Strategic Auction Alliance reiterates any and all property offered at this auction is offered per the legal description described in the lot/ map reference. Bidders are and encouraged to conduct their own independent due diligence.
8. **Earnest Deposits.** The specified \$2,000 bidder's deposit furnished to the auctioneers from any successful bidder will serve as the down payment on any one parcel until closing. All said down payments will be deposited with the Town of Florida in a non interest bearing account with any balance due upon closing. All unsuccessful bidder deposits will be returned.
9. **Closing Date.** Closing is to occur no more than thirty (30) days from the date the Memorandum of Sale is executed.



10. Closing Costs. The Successful Bidder agrees to pay for all their closing costs permitted under state law. This includes, but is not limited to any points, loan origination fees, attorney's fees, lender required inspections, courier fees, lender fees, transfer taxes and recordation fees. In most cases, the closing costs can be financed. Please consult your loan officer.

11. Closing Documents. Upon full payment of the bid price the Treasurer shall deliver a Treasurer's Release Deed executed pursuant to G. L. Chapter 60, §79, conveying the tax title of the Town of Florida in and to such property. In the event that any title issues are discovered the Seller or authoritative party has the right to extend the closing date up to 30 additional days to perfect title. The sole remedy for any unforeseen title defects that are not able to be corrected during this interim shall be the refund of any down payments to the buyer and the cancellation of the purchase agreement.

12. Contingencies. All sales are made without any contingencies including those for financing or property inspection. All successful buyers will be expected to close as specified by these terms of sale. If a buyer requires financing it is strongly recommended that prospective Buyers investigate available financing prior to the Auction.

13. Representations and Warranties. All property is being sold "As-Is, Where-Is" and "With All Faults" as of the *Closing Date*. Neither the Seller, the Auctioneers or their contractors, attorneys, officers or directors ("Agents") makes any representations or warranties with respect to the physical condition of any of the land or any improvement thereon, the Property's fitness for any particular purpose, the Property's merchantability, or any other warranty, express or implied. No representations or warranties are made with respect to the subject premises, as same address zoning, site plan approval or other federal, state or local laws. Any maps, plats, surveys, site plans, subdivision maps or the like that have been supplied by seller and auctioneer make no representation, warranties or guarantees with respect to locations, dimensions, tract sizes, suitability for use, or subsurface conditions. The Seller, Auctioneer, and Auction Firm specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the Properties. Bidders are expected to undertake their own independent physical inspection of the Property prior to bidding. If the Successful Bidder's lender requires any repair(s) and/or treatment(s) to be done to the property, it is the Successful Bidder's responsibility to pay for those repair(s) and/or treatments(s) and shall not be considered a contingency to be met by the Seller under any agreement executed between the parties hereto. If the local or state laws require a property Disclaimer or Disclosure from the Seller, the Seller will meet this requirement and the auctioneers will provide any signed documentation from the Seller to all prospective bidders.

14. Environmental Audit. If a residential improvement to the tax possession property was built prior to 1978, each bidder will receive a copy of a Lead Based Paint Disclosure from the Seller. For all residential properties built prior to 1978, the Successful Bidder at the auction must sign the Lead Based Paint Disclosure to ratify the contract. For any auction property, the Seller, Auctioneer, Auction Firm bear no responsibility to remove or to pay to remove any lead-based paint, lead-based paint hazard, asbestos, radon, ground pollution and/or any other environmental contamination from any auction property prior to, on the day of or after settlement. As all auction properties are sold "as-is" and non-contingent on mechanical inspection the successful bidder must waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards to enter into this purchase agreement. (See attached Property Transfer Notification Certification form).

15. All information distributed to a Bidder and all other materials or information (including any oral agreements or representations) shall be subject to and superseded by the terms of the sale, the "Memorandum of Sale" (sales contract) & the Lead Based Paint Disclosure, (if applicable) the buyer registration documents and all other contract documents which shall constitute the entire agreement between the parties as specified by the Terms & Conditions of this Auction Sale. Contact the auctioneers for a copy of the required contract documents prior to auction for review.

16. Interpretation. Interpretation of this agreement shall be consistent with the "Memorandum of Sale" (Agreement to Purchase Real Estate), it being the stated intent that this document and the Memorandum of Sale are to be read as integrated documents conferring the same rights and obligations.

17. Buyers Premium. There will be no buyer's premium in this auction. What you bid is what you pay.

18. Licensed Broker Participation NOT offered. Cooperative sales commissions are not offered to any party on any sale of any property involved with this auction.

19. Default. If failure to comply with these Terms & Conditions of Auction Sale or the "Memorandum of Sale" contract, or closing is delayed by actions or lack of actions on the part of the Successful Bidder, default will be declared and all Earnest Money will be retained by the Town of Florida as liquidated damages, representing the negotiated and fair measure of damages, not to be construed as a penalty and this shall not be seller's sole and exclusive remedy at law or equity.



20. Indemnity Provisions. By execution of this agreement, bidders agree to bear responsibility for any charges, claims or expenses incurred by reason of any violation, breach or default in respect to these terms and conditions, including, reasonable attorney's fees, court costs, the cost of re-sale, and remarketing costs. The foregoing remedies are not exclusive.

21. Representation. By execution of this agreement the bidder acknowledges the auctioneers represent the seller only.

22. Determination of Disputes. In the case of disputed bids the auctioneers shall have the right to exercise their discretion in determining the resolution of claims, and such decision is final. Such decision shall not be the subject of any post-auction claims. No transfer shall be recognized from one buyer to another buyer. In the event a dispute should arise after the auction the auctioneers' records shall be conclusive.

23. General Provisions. This agreement shall not be interpreted or construed in a manner which creates a negative inference based upon the fact that the auctioneers prepared the agreement. Facsimile and digital signatures shall be considered binding. In case any section, clause, sentence, paragraph or part of this contract shall for any reason be judged by any court of competent or final jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this contract, but shall be confined in its operation to the section, clause, sentence, paragraph or part thereof directly involved in the controversy in which said judgment shall have been rendered. Further, this contract shall be subject to and interpreted by the laws of the Commonwealth of Massachusetts.

24. If any terms of this document conflict with any part of the "Memorandum of Sale" contract, this document shall supersede.

25. Time is of the essence as to all terms of this contract.

26. Bidder Registration: All bidders are required to register and provide suitable I.D. prior to the auction. The auctioneers reserve the right to decline bidders from registration at the discretion of its representatives and the Town of Florida, MA. Bidder registration will begin approximately 1/2 hour before the auction. Please arrive early to avoid delay. All bidders will be required to indicate what property they wish to bid upon and will be required to deposit with the auctioneers the \$2,000 deposit as specified in the bidder registration segment of this bidder's package. All deposits must be in the form of Cash or Bank check only. Bank checks must be made payable to the bidder, ("yourself"). All bidders must produce a valid photo driver's license or other government photo identification to qualify for registration and to participate in the bidding process. If a bidder registers under the name of an INC. or any other business entity, the bidder will be required to present at the time of registration a corporate resolution authorizing that individual to bid on the behalf of said entity. Acceptance of this authorization shall be at the sole discretion of the auctioneers.

All bidders must register to receive a bidder's number in order to bid on any property. The auctioneer will recognize bids offered by the display of the numbered bid paddle only. Upon confirmation, successful buyers will be required to execute the memorandum of sale and other documents as specified in paragraph 5 before leaving the premises of the auction site.

27. Any addendum to these Terms and Conditions delivered verbally or in writing at the opening of the auction become incorporated into this contract and become components of the whole. Any party entering into the bidding process after the delivery of said addendums accepts these additional or prevailing terms.

Bidder Registration Form Instructions

To be approved to participate in this auction sale please complete the bidder registration form at time of registration. Please indicate the property or property(s) that you wish to bid upon and furnish the appropriate deposit.

Multiple Property Interest: Any bidder wishing to bid on multiple properties must indicate as such on the registration form and may either provide the appropriate individual deposit for each property or may furnish a \$2,000 deposit to satisfy the bidder requirement to bid on both properties.

V1.1 (9-23-09)



MEMORANDUM OF SALE AT PUBLIC AUCTION

I hereby acknowledge that on this date I submitted the successful bid at public auction for the treasurer's title of the Town of Florida, MA in and to that certain parcel of land described as follows:

That certain parcel of land, located on _____, with any improvements thereon, containing _____ square feet of land, more or less, situated at Florida, Berkshire County, Massachusetts, and shown as Assessor's Map _____ Lot _____. See Instrument of Tax Taking recorded with the Northern Berkshire District Registry of Deeds in Book _____, Page _____, and Judgment of Foreclosure recorded with the Northern Berkshire District Registry of Deeds in Book _____, Page _____.

The total amount bid for this parcel is _____ Dollars (\$_____) of which sum I have paid to the Treasurer of the Town of Florida the sum of _____ Dollars (\$_____) as a deposit. The balance of _____ Dollars (\$_____), I have agreed and do hereby agree to pay, in such form as the Treasurer may require, on or before October 23, 2009. Failure to tender such payment by said date shall void the obligations of the Town to sell the subject property, and the deposit shall be forfeited, unless an extension for closing is agreed to in writing by the Treasurer.

Upon full payment of the bid price the Treasurer shall deliver a Treasurer's Release Deed executed pursuant to G. L. Chapter 60, Section 77B, conveying the tax title of the Town of Florida in and to such property.

The Town makes no representations or warranties as to the condition of the premises, and the premises are being sold in "as is" condition. The Town makes no representations or warranties as to the compliance of the premises with applicable federal, state or local building and housing codes, regulations or ordinances. I acknowledge that no representations or warranties of any kind whatsoever have been made by or on behalf of the Town, including condition of premises, compliance with environmental laws and regulations, compliance with state or local building and housing codes, regulations or ordinances.

In addition to the purchase price, I shall pay the sum of \$_____ for the legal costs incurred by the Town, and all recording costs. I hereby authorize the Treasurer to record the deed within 15 days of its execution. I shall also pay pro forma real estate taxes pursuant to General Laws Chapter 44, Section 63A.

If the Town is unable or prohibited as a matter of law from completing the sale as provided herein, the damages of the buyer shall be limited to a refund of the deposit.

The buyer acknowledges that he or she has not been influenced to enter into this transaction nor has he or she relied upon any warranties or representations express or implied in the published advertisement or on information provided by the Town or its agents or representatives.

The buyer also agrees to execute a statement under Massachusetts General Laws Chapter 7, Section 40J, which discloses whether or not he or she holds an elected public office and whether or not he or she is an employee of the Division of Capital Asset Management and Maintenance, and to execute an affidavit under the provisions of Massachusetts General Laws Chapter 60, Section 77B as amended by Chapter 803 of the Acts of 1986 in which he or she makes an oath stating that he or she has never been convicted of the crime of arson or of aiding in the commission of the crime of arson or the fraudulent filing of a claim for fire insurance or is not delinquent in the payment of real estate taxes to the Town of Florida.

In the event the Buyer fails to complete the purchase in accordance with the terms and conditions of said auction, the Town reserves the right to sell the premises to the next highest bidder but is not obligated to do so.

Executed at Florida, Berkshire County, Massachusetts this 23rd day of September, 2009.

Purchaser

Purchaser

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.

On this 23rd day of September, 2009, before me, the undersigned notary public, personally appeared _____, who provided satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it as his/her free act and deed.

Notary Public

My commission expires:

ARSON/TAX DELINQUENCY STATEMENT

Pursuant to the provisions of Paragraph Three of G.L. c. 60, §77B, I, _____, hereby certify that neither I nor any person who would gain equity in the property sold to me by Memorandum of Sale dated September 23, 2009, by the Town of Florida has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim for fire insurance.

I further certify that I am not delinquent in the payment of real estate taxes to the Town of Florida, or if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or county commissioners has been filed in good faith.

Signed under the pains and penalties of perjury this 23rd day of September, 2009.

Purchaser

Purchaser

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A
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P
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E

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY
TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management and Maintenance, as required by M.G.L. c.7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of Florida, Massachusetts
2. Complete legal description of the property:

That certain parcel of land, located on _____, with any improvements thereon, containing _____ square feet of land, more or less, situated at Florida, Berkshire County, Massachusetts, and shown as Assessor's Map __, Lot __. See Instrument of Tax Taking recorded with the Northern Berkshire District Registry of Deeds in Book _____, Page _____, and Judgment of Foreclosure recorded with the Northern Berkshire District Registry of Deeds in Book _____, Page _____.

3. Type of Transaction: Sale _____ Lease or rental for [term]
4. Seller(s) or Lessor(s): Town of Florida

Purchaser(s) or Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

S	_____	_____
	_____	_____
	_____	_____
	_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name

Title or position

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 5 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Dated: September 23, 2009

Dated: September 23, 2009

S

Property Address: _____

Sale Price: \$ _____

Deposit: \$ _____

Buyer: _____

Buyer: _____

Address: _____

Deed: _____