

Strategic Auction Alliance

NEW ENGLAND'S AUCTION SPECIALISTS

City of Pittsfield Municipal Tax Title Assignment Auction
October 11, 2018 - 1:00 p.m.
Pittsfield City Hall 70 Allen St. Pittsfield, MA 01201

Bidder Package (v1.2)

Notice: *The assignment of Tax Title assets is not the purchase of the real estate; rather it is the sale of the municipal receivable. All Tax Title assignments offered at this auction include the receivables being certified through fiscal year 2017.*

MGL Legal advertising compliance- To our potential bidders: Massachusetts General Law Chapter 60 section 52 relating to the assignment of Tax Titles to third parties specifies that the municipality is required to publish certain legal advertising. In compliance with this section of the law, the City of Pittsfield MA The Notice of assignment advertising was published in the Berkshire Eagle and posted outside the City Clerk's office, Town Hall 70 Allen St. Pittsfield 01201 and Pittsfield's Public Library, "Berkshire Athenaeum" One Wendell Avenue Pittsfield, MA 01201 on 9-24-2018.

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City of Pittsfield Municipal Tax Title Assignment Auction

October 11, 2018 - 1:00 p.m.

Pittsfield City Hall 70 Allen St. Pittsfield, MA 01201

Terms and Conditions of Sale

IMPORTANT NOTICE: *This auction consists of tax title assignments only. The assignment of Tax Title assets is not the purchase of the real estate; rather it is the sale of the municipality's receivable position.*

1. **DEFINITIONS:** "Auctioneers" are the contractors for this sale and shall be interchangeable with Weitbrecht Auctioneers Inc. and The Strategic Auction Alliance throughout all documentation. "Bidders" are those prospective 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 "Tax Title" is real estate taken by the municipality for back taxes of which the foreclosure of the right of redemption judgment has NOT been petitioned through land court. The assignment of Tax Title assets is not the purchase of the real estate, rather it is the sale of the municipal receivable position. Tax titles are subject to redemption by the owner of record or other parties with a vested financial interest.

2. **GENERAL TERMS:** All prospective buyers must agree to the specific terms of this auction sale and complete the bidder registration process as set forth by the terms herein. Prospective buyers will be approved to bid when they complete the registration process and furnish the auctioneers the required bidders deposit within the time specified. Onsite registration opens Thursday October 11th at 12:00 noon. In all cases, the auctioneers reserve the right to reject any bidder registration that does not meet the required qualifying criteria.

3. **DOCUMENTATION:** All successful bidders will be required to surrender the specified deposit, and verify their contact information with on premise legal counsel for the preparation of State Tax Form 431 "Instrument of Assignment of Tax Title, and The Purchaser's Statement – Pursuant to Ch 60 §47" immediately following the auction for *onsite bidders* and within 2 business days following the auction for *online bidders*. 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, may invoke Indemnity Provisions as described by this contract and may offer the asset to the backup bidder at their last bid. (See paragraph 17 & 18 herein). Please review these sample documents included within this kit. 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. **MINIMUM BIDS:** (Tax Titles) By statute the minimum accepted opening bid for tax title assets is the total current liability due the municipality as of the date of the auction. This amount is published in the property information package related to each specific property. (Note interest will continue to accrue from auction date to settlement at 16% of the principal amount. The amount of assignment settlement will vary from the specified minimum bid by a nominal amount subject to final interest calculations as resolved by the municipal finance department on the actual date of assignment). Earnest deposits are not considered to be an offset of the sales price for interest calculation. Tax Title assignments must be settled for on or before the 14th day following the auction or will be considered in default.

5. **VIEWING AND INSPECTION:** Buyers are urged to perform their own due diligence before bidding on any property. Property information data has been made available for your convenience. Tax Title properties will not be available for any type of onsite inspection before or after the auction as these properties are deeded to the owners of record and any visit to the property may be considered trespassing.

6. **EARNEST DEPOSITS:** The earnest deposit of \$15000.00 is to be furnished to the auctioneers from all bidders to make them eligible to bid at this auction. All winning bidders agree that their earnest deposits of will be turned over by the auctioneers to the municipality as down payments and will be deposited with in a non interest bearing account with any balance due or overage to be paid upon closing. All unsuccessful bidder deposits will be returned. Official bank checks must be made payable to: "The City of Pittsfield OR Yourself" (both parties connected by the word "or").

7. **BIDDER REGISTRATION: (Onsite bidders):** All onsite 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. Bidder registration will begin approximately 60 minutes before the auction. Please arrive early to avoid delay. All deposits must be in the form of Cash or Official Bank check or advance wire transfer to the auctioneers accounts only. Bank checks must be made payable to: "**The City of Pittsfield OR Yourself**", (both parties connected by the word "or"). 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 onsite bidders must register to receive a bidder's number in order to bid on any property. The auctioneers will recognize bids offered by the display of the numbered bid paddle only. Successful Tax Title buyers will be required verify their contact information for preparation of documents as specified in paragraph 3 before leaving the premises of the auction site.

(Online and Absentee Bidding): Participation in this auction remotely via internet online remote real time simulcast bidding or absentee bidding, will be subject to the same terms as the onsite bidders except for the following provisions: Your completed registration must be submitted on line to the auctioneers no later than Thursday October 4th, 3 p.m. for approval review. Once approved the appropriate deposit must be furnished to the auctioneers no later than October 8th, 3p.m. (This deposit may be presented via overnight carrier or by wire transfer where fees may apply). Acceptance of absentee bid submission will close Tuesday October 9th, at 5 p.m., (bids must end in denominations of \$100.00 only, i.e. \$5300.00, \$5400.00, etc). High position absentee bids will be administered by proxy in competition with our live onsite our live simulcast platform bidders on auction day, October 11, 2018. The simulcast platform will be open for viewing 30 minutes prior the live event. At such time any online bidder is confirmed a successful bidder, that bidder will be notified via email and followed up via telephone. That bidder must then perform settlement by appointment with the City of Pittsfield within 14 days of the auction to execute the required documents as specified in paragraph 3. This procedure must be performed in person by cash or bank check at Pittsfield City Hall. Online bidders are required to be reasonably available via telephone for communications involved with this process. Failure to perform specifically with these terms will result in a default the forfeiture of your earnest funds. (See paragraph 17 & 18 herein). Visit the online bidding tabs upon our website www.SAbids.com for instructions regarding the live online remote real time simulcast or absentee bidding procedure. All absentee bids will be executed by the auctioneers' specified increment by proxy. We invite any questions that you may have regarding the online or absentee bidding process. Please call 877-426-8175 for pre-auction technical support.

8. **CLOSING DATE:** By MGL statute, settlement is to occur within 14 days of the auction for all tax title assignments.

9. **CLOSING COSTS:** The Successful Bidder agrees to pay for all their closing costs permitted under state law. This includes your attorney's fees, courier fees, (if any) and any applicable recording fees.

10. **CLOSING DOCUMENTS:** Upon full payment of the bid price and accruing interest between auction date and date of settlement the Treasurer shall execute an "Instrument of Assignment of Tax Title" (State Tax Form 431) pursuant to M. G. L. Chapter 60, §52 and The Purchaser's Statement – Pursuant to Ch 60 §47 for each parcel. (Note to Tax Title winning bidders: By Statute, this instrument must be recorded within 60 days of execution).

11. **CONTINGENCIES:** All assignments are made without any contingencies including those for financing, any type of property inspection, title search or property condition as of date of settlement. 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.

12. **REPRESENTATIONS AND WARRANTIES:** All assets securing these tax titles are 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 photographs, maps, plats, surveys, site plans, subdivision maps or the like that have been furnished by seller and/or third parties and auctioneers make no representation, warranties or guarantees with respect to locations, dimensions, tract sizes, suitability for use, or subsurface conditions. The Seller and Auctioneers, specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the Properties securing these tax titles. Bidders are expected to undertake their own independent physical inspection of any Property prior to bidding. We make no representation as to the underlying collateral value or overall return on investment, if any, for any asset offered at this auction. We strongly advise you to do sufficient due diligence to make an informed decision for yourself before engaging in the acquisition of any Municipal tax asset.

13. **DISSEMINATION OF INFORMATION**: 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 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.

14. **INTERPRETATION**: Interpretation of this agreement shall be consistent with the “Instrument of Assignment of Tax Title”, it being the stated intent that this document, the “Instrument of Assignment of Tax Title” are to be read as integrated documents conferring the same rights and obligations.

15. **BUYER'S PREMIUM**: No Buyers Premium or auctioneers buyers commission applies to these assets. The buyer pays the bid price and accruing interest between auction date and date of settlement.

16. **LICENSED BROKER PARTICIPATION**: Cooperative sales commissions are NOT offered to any party on any sale of any asset involved with this auction.

17. **DEFAULT**: If failure to comply with these Terms & Conditions of Auction Sale or the “Memorandum of Sale” and all other contract documents, 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 municipality 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.

18. **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.

19. **CLIENT REPRESENTATION**: By execution of this agreement the bidder acknowledges the auctioneers represent the seller only.

20. **DETERMINATION OF DISPUTE**: 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.

21. **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.

22. **ALTERNATE BIDDING METHODS**: The auctioneers reserve the right to receive and administer telephone, proxy, absentee, or any other technical means of bid submission in conjunction with the live auction event and to bid on the behalf of any buyer or seller. All bidders agree that there will be no recourse in any technical failure or inability to participate in this event electronically.

23. **PERFORMANCE**: Time is of the essence as to all terms of this contract.

24. **ADDITIONS TO TERMS OF SALE**: 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.

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Municipal Tax Title Assignment Auction

October 11, 2018 - 1:00 p.m.

Pittsfield City Hall 70 Allen St. Pittsfield, MA 01201

Bidders Registration Form

I / we will fund my required \$15,000 bidders' deposit: (check only ONE appropriate box)

- By Cash
- By Bank Check
- By Wire Transfer. (Transfer fees apply)

I / we hereby have read, understand and hereby agree to the specific terms and conditions of this auction and agree by participating in this auction I hereby agree to these terms.

Printed Name(s)	Address	City	State	Zip	Best Phone	Signature
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Printed Name(s)	Address	City	State	Zip	Best Phone	Signature
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Email Address	@		Auctioneer Assigned Bidder Number
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Notice: any incomplete or illegible registration forms will be rejected.

Online Bidders: Fax this completed document to 877-338-2325 for review and registration approval. You will be furnished log on credentials after approval and funding of required earnest deposit.



Media Recording Release

All auction attendees are hereby made aware that this public auction event is being video and audio broadcast over the internet do give consent and agree by their attendance at this auction that Strategic Auction Alliance, its employees, or agents have the right to take photographs, videotape, or digital recordings of any or all attendees while they are present at this sales event and to use these files in any and all media, now or hereafter known, exclusively for the purpose of permanent record of the event and/or commercial company promotion. All attendees further consent that their names and identity may be revealed therein or by descriptive text or commentary.

All attendees hereby release to Strategic Auction Alliance, its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. All attendees waive any rights, claims, or interest that they may have to control the use of their identity or likeness in whatever media used.

It is understood that there will be no financial or other remuneration for recording attendees, either for initial or subsequent transmission or playback.

It is also understood that Strategic Auction Alliance is not responsible for any expense or liability incurred as a result of any attendee's participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

All attendees represent that they are at least 18 years of age, have read and understand the foregoing statement, and are competent to execute this agreement and consent to its terms evidenced by their attendance at this auction whether they are a registered bidder or not.

LOCATION:
BOOK/PAGE:
PARCEL ID:

CITY OF PITTSFIELD MA

Chapter 60 §52 Assignment Sale

October 11, 2018

PURCHASER'S STATEMENT – PURSUANT TO CH 60 §47

RESIDENT - PITTSFIELD

Name:

Address:

City/State/Zip:

Telephone Number:

Signature: _____

NON-RESIDENT

Name:

Address:

City/State/Zip:

Telephone Number:

Signature: _____

AGENT AUTHORIZED TO RELEASE LAND

Name:

Telephone Number:

This statement must be filed with the City Treasurer and with the Middle Berkshire District Registry of Deeds

This instrument must be filed for record or registration within 60 days from its date

State Tax Form 431
Revised 5/2004

COMMONWEALTH OF MASSACHUSETTS

G.L. Ch. 60 §52

Name of city or town
Office of the Treasurer

Instrument of Assignment of Tax Title

I, _____, treasurer of the (town/city) of _____, hereby assign to _____ of _____, the tax title securing the taxes (Name of Assignee) (Number, Street, City or Town, and State) and charges on the parcel described below, which tax title was created by an (instrument of taking/collector's deed) dated _____ and filed for record/registration on _____, _____ with the Registry of Deeds, Book _____, Page _____, Document No. _____, Certificate of Title No. _____.

This assignment is for the amount of the winning bid at an auction held on _____, _____, plus interest accruing since the date of the auction. The total is \$ _____, consisting of the principal amount of \$ _____, accrued interest to the date of the auction of \$ _____, accrued interest since the date of the auction of \$ _____ and premium of \$ _____, the receipt of which sums is hereby acknowledged. The principal amount and the accrued interest to the date of auction together represent the sum for which the property could have been redeemed on the auction date.

DESCRIPTION OF PROPERTY

(The description must agree with the description in the collector's deed or instrument of taking. For registered land, the certificate of title number must be given.)

On _____ notice of the intended assignment was sent to the owner(s) of record as follows:

_____	_____
(Owner's Name)	(Mailing Address)
_____	_____
(Owner's Name)	(Mailing Address)
_____	_____
(Owner's Name)	(Mailing Address)

Notice was also given by publication in the _____ on _____, and was (Name of Newspaper) (Publication Date) posted at _____ and at _____ on _____. (Place of Public Posting) (Place of Public Posting) (Posting Date)

An extension of time within which foreclosure proceedings may not be instituted was granted on _____, to _____. (If no extension granted, so state.) _____.

Executed as a sealed instrument on _____, _____ Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

ss. _____ Date

On this ____ day of _____, _____, before me, the undersigned notary public, personally appeared _____, as Treasurer for the city/town of _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document in my presence, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

My commission expires _____ Notary Public