

25 MILLARD AVENUE, CLARKSBURG, MA, BERKSHIRE COUNTY
ONLINE AUCTION TERMS
SEE BIDDER APPLICATION AND WEBSITE FOR ADDITIONAL DOCUMENTS AND
INFORMATION

By electronically or manually signing this certification and submitting along with all documents related to the Online Bidder Application, in exchange for bidding privileges, I hereby certify under penalty of perjury the following:

This contract and all related documents should be reviewed by your counsel prior to bidding as it contains terms and requirements which are not subject to modification, bid withdrawal or bid cancellation. By bidding on any property being offered for auction, you acknowledge that you have either: (1). reviewed the contract with your attorney or, (2). waived right of attorney review. Further note that failure of purchaser to secure financing prior to date of transfer does not constitute grounds for an extension or return of the Down Payment and Buyer's Premium. **Bidder Applications shall be reviewed and approved Monday – Friday 9:00 am to 4:00 pm.**

1. The property(s) offered for sale has/have been acquired by the Town of Clarksburg (hereinafter referred to as the "Town").
2. All potential Bidders/Buyers must become a member with Collar City Auctions, Inc., (hereinafter referred to as the Auction Company) at: www.collarcityauctionsonline.com
3. All Bidders/Buyers must register for this auction and submit all required Bidder Application documents and then will be manually approved to bid once Bidder Application has been received, reviewed, and approved by the auction company. **LATE REGISTRATIONS WILL NOT BE ACCEPTED OR APPROVED.**
4. **Former Owners are not permitted to participate in the Online Auction.**
5. NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUCTION IF THEY, OR A CORPORATION OR COMPANY THEY ARE AFFILIATED WITH, OWE PROPERTY TAXES (CURRENT YEAR OR PRIOR YEAR) TO THE TOWN. ALL SUCH TAX LIABILITIES MUST BE PAID PRIOR TO THE AUCTION IN ORDER TO BID AT THE AUCTION. Previously defaulting parties (i.e., parties who have a property tax installment contract or have failed to pay taxes for prior tax years) are not allowed to bid until 1 year (twelve months after the default is cured.) NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUCTION IF THEY, OR A CORPORATION OR COMPANY THEY ARE AFFILIATED WITH, HAVE ANY ACTIVE CODE VIOLATIONS (LOCAL OR STATE) OR ANY CODE VIOLATION CONVICTIONS IN THE LAST CALENDAR YEAR. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid without exceptions.
6. The property will be conveyed by the Town to the purchaser by quit claim or tax deed, containing a description of the property known as tax map number and as it appeared on the tax roll for the year upon which the Town acquired title or as corrected up to date of deed. The deed will be recorded by the County upon payment in full of the purchase price and all closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. Title vests at the recording of the deed. It is agreed between the Town and the purchaser that delivery and acceptance of the deed occurs upon recording of the deed, which shall constitute the transfer of legal title of the premises to the buyer.
7. Deeds shall convey title only to the person identified as the successful bidder whose bid has been accepted by the Town, along with the successful bidder's spouse, if so desired. No deed shall be executed to convey title in the name of anyone other than the successful bidder, and bidder's spouse, if so desired.
8. The Town and Auction Company will not furnish an abstract of title or an instrument survey map.
9. The Town and Auction Company do not make any representations or warranties, expressed or implied, (a) concerning the quality or the condition of the title to the property, or the validity or marketability of such title; the ownership of any improvements on the property; the condition of the property and any improvements thereon or its fitness for any use; or the accuracy of the property description on the tax roll or in the notice of sale or any other advertisement of sale furnished by the Town; or (b) that the property or any improvements thereon presently comply with building or zoning codes, or with any state or local laws or regulations. Any information concerning the property furnished by the Town or any of its officers, employees, or agents shall not be deemed to include any such representations or warranties. Any promotional tools such as photographs, tax maps, written or verbal descriptions, etc. are for informational purposes only.
10. Any successful bidder who fails to tender the deposit as outlined will be forbidden to participate in this or any other auction for a time period of 5 years (60 months). Any parcels where the deposit was not received at the close of the auction contract completion date will be considered defaulted. If a purchaser fails to close on the parcel(s) that he/she bids on at the auction, he/she will be prohibited from participating in future auctions held for the Town of Clarksburg for a time period of sixty months.
11. I acknowledge that I have received a complete bidder application and will not be approved to bid until the Auction Company has received my fully completed Online Bidder Application.

12. As specified in the "Online Bidder Application" I unconditionally acknowledge, agree and authorize the Auction Company to place a \$1,000.00 hold on my credit or debit card (**NO PREPAID CARDS OR AMERICAN EXPRESS ACCEPTED**) which will be released if I am not the successful bidder or you may include an official bank check made payable to Collar City Auctions, Inc. **PERSONAL AND BUSINESS CHECKS WILL NOT BE ACCEPTED.** Non-winning bidders will receive a full refund in approximately 10-business days post auction without any accrued interest. Credit card hold will be released upon completion of the purchase and sale contracts for winning bidders and within approximately five business days for non-winning bidders. The hold is required to be approved to obtain bidding privileges and will only be converted to a fully executable charge plus any additional fees due and shall be retained if the successful high bidder does not perform and complete the required purchase contracts and addendums by appointment on **Friday, July 21st, 2023, by 3:00 PM,** at Collar City Auctions, Inc., 9423 Western Turnpike, Delanson, NY 12053. I, the bidder, further unconditionally pre-authorize and grant exclusive permission to the auction company to charge my credit or debit card in full or part for all amounts, plus a \$750.00 default fee due if I default in any contractual obligations herein and forever forgo any and all rights to place a chargeback or dispute on any charge placed on my credit card related to my obligations agreed to herein as well as contained in the Online Bidder Application Credit/Debit Card Agreement and/or other auction related documents. If I attempt or do place any chargeback, file a dispute or claim of any kind or attempt to cancel any hold or charge of fees due now or in the future, I unconditionally grant the auction company pre-authorized permission to charge all monies due in full or increments as available and I further acknowledge and pre-authorize and instruct my credit card company that if I file a dispute, chargeback or any claim to attempt a block, reversal or cancellation of any charge or hold placed and due auction company or the Town that it is not valid and further instruct and grant unconditional authorization and permission to my credit card company or banking institution to void my chargeback, dispute or requests of any kind now and forever. Additionally, I grant the auction company permission to charge my credit card now or at any time in the future an additional recovery fee, in full or increments, the amount of \$750.00 to cover their time involved with answering any chargeback, dispute or claim now or in the future. Additionally, I unconditional grant permission to the auction company to charge my credit or debit card at the time I may have informed them I was going to default in my contractual obligations or unhappy with my non-contingent submitted bid/purchase price. I acknowledge that my credit card information provided on my Bidder Registration Application is valid and provided for manual keyed input regardless of if it is a chipped card. I also acknowledge and agree to reimburse the auction company and Town all time, legal expenses, attorney fees incurred if I cause litigation or any claim that would cause these types of fees to be incurred. I further agree not to close or block any credit or debit card in an attempt to prevent fees due from being charged to my credit card. I unconditionally acknowledge and agree that upon registering and entering my name and credit card information into the auction company's registration process that I am electronically signing and guaranteeing that I have read, fully understand, and agree to abide by and be bound by all related terms and related auction documents. I agree to be fully responsible for all associated costs involved with the resale, remarketing, and any deficiency if I default and the Auction Company and Town must resell any property(s) due to my default. I agree that if I bid on multiple properties, these terms and all fees apply individually to each separate parcel.

13. I have read and agree to be bound by all terms herein and related auction documents as well as contained in the Online Bidder Registration Application and fully and unconditionally understand and agree to abide by and be bound to them without exception.

14. By registering, I acknowledge I have sufficient funds to meet all requirements as called for by the terms within the Online Bidder Application as well as purchase agreement post auction and all terms and conditions. I agree to be fully responsible for all collection costs, plus reasonable attorney fees related to any and all collection costs incurred by the Town or auction company if I default and fully understand that litigation between the Town and any bidder or buyer will only be brought forth in Berkshire County Court and any litigation between the auction company and any bidder or buyer shall only be brought forth in Schenectady County Supreme Court, unless otherwise brought forth by the auction company against the bidder. In this case the jurisdictional court will be selected solely by the Auction Company and will be acceptable to all parties.

15. Upon being declared the high bidder on a parcel, the Bidder as Purchaser will be contacted by the Auction Company to schedule an appointment which will take place at Collar City Auctions, Inc., 9423 Western Turnpike, Delanson, NY 12053, **Friday, July 21st, 2023 by 3:00 PM** and at that time the buyer will be required to execute the Contract of Sale Packet and remit the required Down Payment of (10%) Ten Percent of the bid price and (10%) Ten Percent Buyer's Premium or flat five hundred dollar flat fee, **whichever is greater**, per property, (1.5%) One and a Half Percent Advertising Fee per property and a three hundred dollar administrative fee, based on the total on bid amount. **All monies must be paid by Cash, Official Bank Check (US Funds Only) or Wire Transfer (\$35.00 fee will apply). THE FOLLOWING PAYMENT METHODS WILL NOT BE ACCEPTED: Credit Card, Debit Card, Pre-Paid Cards, Money Orders, Personal or Business Checks.**

16. The property will be sold as advertised and "AS IS" with absolutely no warranty or guaranty, expressed or implied. I agree to accept the property in, "AS IS" condition with all faults as defined in the Auction Rules/Terms/Contracts/Disclosures and Sales Contract. No representations of any kind are or have been made by the Auction Company, Town of Clarksburg, or their agents as to the title or physical condition of the property or as to the existence of any improvements thereon including water/well and sewer/septic systems. The sale of these properties

is pursuant to a purchase contract. Failure of purchaser to secure financing prior to date of transfer does not constitute grounds for an extension or return of the down payment, buyer's premium, advertising fee or administrative fee. All information contained within the website of Collar City Auctions, Inc. and contained in the Online Bidder Application is supplied for informational purposes only and not guaranteed. Prospective purchasers are strongly urged to fully research any property prior to bidding at auction. Furthermore, all parties agree to hold harmless the Town of Clarksburg, Auction Company, their principals and agents from any errors and or omissions, injury and or other matters that may arise now or in the future.

17. I am an eligible buyer as defined in the Auction Terms, Online Bidder Application and Sales Contract Packet.

18. (a) I am not acting as an agent of any officer, stockholder of a corporation or general or limited partner of a partnership which owns any of the properties being offered for sale.

(b) I do not own property in, either individually, jointly with another, through a corporation or partnership, which **has two or more years of delinquent taxes.**

(c) I am not acting on behalf of, as an agent of, or a representative of any of the persons or entities set forth herein or above.

19. I understand that in the event that I refuse or fail to complete my contractual obligations as a successful high bidder or if I fail to consummate purchase of any parcel at an auction I will immediately pay the auction company all fees due, including, but not limited to all down payment and buyer's premium monies, advertising fee due and the second highest bidder of that parcel, at the discretion of the Town of Clarksburg, NY, shall be offered the opportunity to purchase the parcel, as a new separate transaction, at the amount of the second highest bid plus the buyer's premium, closing costs/fees, and such other amounts as are due under these terms and conditions of sale. Secondary sale is not grounds for any refund or release of performance obligations to initial bidder as purchaser.

20. I understand and agree that if at any time prior to the recording of the deed, the Town determines that the Buyer is one of the persons set forth in paragraph 4, 5 and 6 herein or in violation of paragraph 8 herein, the Town at its sole option shall declare the public online auction sales contract breached and the Town shall retain any and all down payments made, and the Buyer shall forfeit all buyer's premium, advertising fee and administrative fee to the auction company paid or due and owing without recourse. I understand that if I am an elected official bidding on tax property within the local government jurisdiction that I serve, knowingly entering into a purchase contract is in violation of state law and may subject me to criminal and/or civil penalties including but not limited to: forfeiture of deposits, purchase price, buyer's premium, advertising fee, administrative fee, and title to the subject property.

21. I agree to hold the Town, Auction Company, and their agents and or principals to the extent permitted by law, harmless from any claims based on environmental hazards that may be present on any property I purchase. No representations have been made or will be made by the Town or Auction Company as to the environmental condition or zoning compliance of any property.

22. I have received a copy of the pamphlet Protect Your Family from Lead in Your Home and I waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

23. I understand that only bids made by clearly using my user identification/user screen name will be accepted and that the bidding process may be recorded by the auction company for its sole and exclusive use.

24. All parcels purchased by a buyer must be paid for in full. Selective closings are not permitted. Failure to remit full payment on all parcels purchased at the auction will result in a forfeiture of all monies paid, which will be retained by the Town and Auction Company as liquidated damages, and the cancellation of all sales to the buyer.

25. All tax properties sold at auction are being sold subject to:

(a) Rights of the public and others in and to any part of the premises that lies within the bounds of any street, alley, or highway.

(b) Manufactured home, mobile home or trailer liens, if any.

(c) All covenants, leases, easements, and restrictions of record affecting said premises, if any.

(d) Any state of facts that an accurate, currently dated survey might disclose.

(e) Environmental conditions of property.

(f) State and Federal tax liens, if any.

(g) All taxes due as applicable. It is understood that these taxes may not be exact and owing. Please verify with the Town prior to bidding.

(h) Current School and/or Sewer taxes/relevies, if any.

26. The premises being sold may be subject to tenancies and/or leases affecting the said premises. Buyer is to determine the existence and status of such interests and the applicable legal rights there to. Evictions, if necessary, are solely the responsibility of the Buyer after the recording of and receipt of the deed.

27. The total Bid Price is the combination of the high bid, the buyer's premium, advertising fee, and all applicable fees. The buyer shall enter into the required non-contingent purchase and sale agreement. All sales shall be final, absolute and without recourse, and in no event shall the Town or Auction Company be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors, or assigns, against the Town or Auction Company arising from this sale.

28. Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and thereby sold subject to the provisions of law applicable thereto.

29. The purchaser must pay the balance of the purchase price (paid in cash, cashier's check, or bank check) payable to the Town together with the necessary recording taxes and fees (paid in cash or certified check payable to the Town of Clarksburg) 111 River Road, Clarksburg, MA 01247 no **later than 3:00 PM on August 21, 2023**. Upon receipt of such payments, the deed will be recorded or the Town Attorney may choose to schedule a convenient transfer of title date. The purchaser may not assign his/her right to complete the sale. ALL DEEDS SHALL BE EXECUTED SOLELY IN THE NAME OF THE BIDDER (AND SPOUSE, IF REQUESTED) AS REGISTERED AT THE AUCTION. If the purchaser fails to make such payments, the sale shall be deemed cancelled, the Town shall not be obligated to convey the property to the purchaser and the purchaser's deposit shall be retained by the Town as liquidated damages. IF THE BALANCE DUE FROM BUYER(S) PLUS ANY ADDITIONAL CHARGES ON EACH PROPERTY PURCHASED AT AUCTION IS NOT RECEIVED IN FULL ON OR BEFORE **August 21, 2023 at 3:00 PM**, at the Town Municipal Building, THE BUYER(S) SHALL IMMEDIATELY FORFEIT THEIR DOWN PAYMENT OR ANY PAYMENTS MADE WITHOUT RECOURSE AND THE PURCHASE AND SALE AGREEMENT SHALL BECOME NULL AND VOID FOR ANY OBLIGATION THE TOWN AND AUCTION COMPANY HAD TO PURCHASER. The purchaser agrees and understands that the buyer's premium, advertising fee and administrative fee is deemed earned by Auction Company upon approval or acceptance of bid by the Town and is non-refundable. This means when you become the successful high bidder through bidding. A sample Purchase and sale agreement is available online at www.CollarCityAuctionsOnline.com or call our office at 518-895-8150 x 3002 to request a sample be sent via USPS if you do not have internet access. No internet access? You may also place a bid utilizing our "Absentee Bid Form. Please call our office to obtain one.

30. Property Inspections: Tuesday, July 11, 2023, 10:00 am – 11:00 am. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

31. Purchasers are not responsible for payment of any delinquent Town Taxes that were owed prior to foreclosure. It is solely the Bidder's responsibility to conduct all due diligence prior to bidding.

32. In order to avoid future delinquent charges, the new owner should immediately advise all tax collectors of the new ownership, and the address where future tax bills are to be mailed.

33. The Town reserves the right to sell to the second highest bidder if Purchaser defaults as a new transaction.

34. The Town reserves the right to accept or reject any or all bids, or to withdraw any parcel from the sale at any time prior to delivery of the deed to the purchaser.

35. In the event that a sale is cancelled by Court Order or judgment or by the Town, the successful bidder shall be entitled only to a refund of the purchase money without any accrued interest. The purchaser shall not be entitled to special or consequential damages, attorney fees, reimbursement for any expenses incurred as a result of ownership or improvements of the property, nor for taxes paid during the period of ownership.

36. No personal property is included in the sale of any property and/or parcel(s) owned by the Town. The disposition of any personal property located on, in, under or on the property or parcel sold shall be the sole responsibility of the purchaser upon transfer of title. We recommend seeking legal advice regarding personal property left within or on any subject property before disposing of it post receiving the deed.

37. Notice to Real Estate Brokers/Agents: The Auction Company is acting in the capacity of a Licensed Auctioneer and NOT as a Realtor on the auction of the properties contained herein. The Auction Company is NOT offering any cooperating brokerage fee to any outside brokerage company or agent for producing a bidder or purchaser at this auction. It is recommended that Brokers and/or Agents structure some type of compensation from the buyer they are representing.

38. Due to the nature of doing business over the internet, The Auction Company reserves the right to re-start bidding on any lot or lots or entire auction due to any technical or technology issue(s) experienced during the auction process. Furthermore, the bidder, bidder as purchaser or purchaser unconditionally agrees that neither the Auction Company nor the Town or its principals, agents, servants, employees and subcontractors, shall be held liable or responsible, in any manner for damage, loss or claims arising out of or related to technical issues or acts of God which are beyond the reasonable control of the Auction Company and Town as they may arise from or during the online auction process. The final decision of the Auction Company shall be final and binding.

I, the Bidder, acknowledge that I, read, write, and fully understand the English language and further agree and acknowledge that I have fully read and, if felt necessary, reviewed all terms/bidder registration documents related to bidding and purchasing with my counsel. I further acknowledge that all information is true and accurate under penalty of law.

Print Name

Print Name

Signature

Date

Signature

Date

Sample