

**TOWN OF BERNARDSTON
SALE OF TAX POSSESSIONS
TERMS AND CONDITIONS**

1. All properties will be sold "as is". The Town of Bernardston, its Custodian, employees, representatives and/or agents make NO REPRESENTATIONS AS TO THE CONDITION OF ANY STRUCTURES OR THE INSURABILITY OR MARKETABILITY OF THE TITLE OTHER THAN THE TITLE VESTS IN THE TOWN OF BERNARDSTON by LAND COURT DECREE.
 2. Prospective purchasers are responsible for investigating the suitability of the parcel(s) for their intended purpose prior to the auction.
 3. All properties will be sold subject to any existing environmental conditions, if any, including but not limited to hazardous waste conditions, which may or may not be in compliance with any applicable laws, policies or regulations.
 4. Any error, misstatement or omission in the description of the property will not annul the sale, or be grounds for any abatement or compensation.
 5. The following person(s) shall not be qualified to be the successful bidder; (1) the prior owner of the property or his/her agent, representative, assign or straw; (2) any person currently delinquent in paying his/her own property taxes or other charges to the Town of Bernardston; and (3) any person who was or is currently a party to a tax title foreclosure by the Town of Bernardston.
 6. Upon receipt of full payment, the Town Treasurer will execute, deliver, and record on behalf of the Town of Bernardston a deed transferring title of said parcel to the successful buyer.
 7. The successful buyer will be required to: 1) sign and file a disclosure statement pursuant to M.G.L. c. 7, § 40J giving the names and addresses of all persons who will have a beneficial interest in the property with the Commissioner of Capital Asset Management and Maintenance; and 2) sign under the penalties of perjury an affidavit indicating that no one who would gain equity in the property has 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; or is delinquent in the payment of real estate taxes to the Town of Bernardston or if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or the county commissioners has been filed in good faith.
- In order to qualify as a bidder and bid at auction one must be present with a deposit check of \$3,000.00. The deposit must be in the form of certified check, money order or bank check or attorney IOLTA check. NO PERSONAL CHECKS WILL BE ACCEPTED. The remainder of the purchase price must be paid within by certified check, money order, bank check or attorney IOLTA check by June 18, 2021. Failure to pay the remainder of the purchase price by June 18, 2021 will result in the forfeiture of the deposit to the Town of Bernardston and the subject property will be sold to the second highest bidder.
8. Pro forma taxes will be calculated and must be paid pursuant to M.G.L. c. 44, §63A.
 9. The balance of the contract sale amount, the buyer's premium, special assessment of \$500 for closing costs, pro forma taxes, and the deed recording fee of \$155.00 must be paid by June 18, 2021. Failure to pay the remainder of the balance by June 18, 2021 will result in the forfeiture of the deposit to the Town of Bernardston and the sale will be made to the second highest bidder.
 10. All parcels will be sold as is. If the premises are serviced by a septic/disposal system, Buyer will be solely responsible for inspecting and/or upgrading the system in accordance with DEP Title 5 310 CMR, Section 15.301(f) after the recording of the Treasurer's Deed.
 11. The Custodian reserves the right to reject any bid at the auction or any adjournment thereof which, in his/her opinion, does not meet the minimum bid or approximate the fair market value of the property.