

Invitation, Bid and Acceptance- Sale of Property by the City of Brewer

Section I- Invitation for Bids

Bids are to be prepared on this form and are the purpose of the sale of a foreclosed property owned by the City of Brewer.

The bids are subject to all conditions stated in Section IV- Conditions of Bid attached hereto and made a part hereof. **Sealed bids will be received by the City Manager's Office at City Hall, 80 North Main Street, Brewer Maine 04412, until March 6th, 2020 at 2:00pm.** All bids must be submitted in a sealed envelope clearly marked "**Tax Acquired Property Bid – Lot __, Map __**". Bids must be mailed or delivered in sufficient time to reach the above address prior to the time specified above. Bids not submitted in accordance with these instructions will not be considered.

Section II- Bid

Property being bid on- Street _____ Tax Map _____ Lot _____

Amount of Bid (in U.S Currency) \$ _____

Amount of Deposit (10% or more) \$ _____

Please provide a brief description of your anticipated use and/or development of the property:

The undersigned bidder offers to purchase from the City of Brewer, herein referred to as the City, the above real estate with full knowledge of the bid conditions enumerated in Section IV, provided that this proposal is accepted by the City of Brewer within thirty (30) days after the date specified above in the invitation for bids, by notice of such acceptance mailed or otherwise delivered to the undersigned bidder.

(Bidder Signature)

(Type or Print Bidders name)

(Street/Mailing address)

(City/Town/State/Zip)

(Telephone number)

(Date)

(Email Address)

Section III- Acceptance by the City of Brewer

(Signature)

Type name & title of official

(Date of Acceptance)

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Section IV- Conditions of Bid

1. *Bid Deposit.* All bids must be accompanied by a certified cashier's check or postal money order, payable to the City of Brewer, in an amount not less than 10 percent (10%) of the bid price, to be included as a deposit on the bid. Failure to submit a deposit shall cause the bid to be automatically rejected. The deposit of the successful bidder will be applied on the purchase price upon the City's acceptance. Deposits of unsuccessful bidders will be returned or refunded. The City may retain any or all deposits until a final acceptance is made.
2. *Bid Modification.* Any sealed bids may be modified or withdrawn by written request received by the City prior to the time fixed for receiving bids. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after the time of submission in the case of bids made in writing in conjunction with negotiated sales or submission of the highest acceptable bid at a public sale.
3. *Payment.* Payment in full shall be required from any successful bidder within thirty (30) calendar days following the date when the bid is accepted. Should the bidder fail to pay the full balance, the municipality shall retain the bid price deposit and title to the property.
4. *Title to Property Sold.* Within sixty (60) days after payment in full of the bid amount and Code Requirements have been met, if any. The City will deliver to the successful bidder a Bill of Sale, without covenants, to convey the tax acquired property.
5. *No Guarantee of Clear Title.* The City is selling the tax acquired property under no representation warranties or guarantees as to the title hereto; but merely conveying what the City acquired therein by virtue of expired tax, sewer and/or water lien(s).
6. *Abstracts or Title Evidence.* The City will not furnish any abstracts of title and/or title evidence regarding the property being sold; but the bidder may examine the municipal tax records pertaining thereto at the bidder's expense.
7. *Accepting the Property.* The purchaser agrees to accept the property within 30 days of the date of sale. The City makes no assurances, warranties, or guarantees, either expressed or implied, of the inhabitability, development, or future use of this property.
8. *Acceptance or Rejection of Bids.* The City may accept any bid or reject any or all bids and may waive any defects herein. Acceptance of this bid is not valid until duly signed by an authorized official of the City of Brewer.
9. *Liquidated Damages.* If the purchasing bidder should fail to comply with any or all of the terms or conditions hereof, the City may terminate the contemplated sale, at its option, by notice in writing sent to the bidder at the address shown in Section II, by depositing such notice in the U.S Post Office.
10. *Representation Regarding Property.* Representatives or statements regarding the property made by any representative of the City shall not be binding on the City or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein.