

**TOWN/CITY OF \_\_\_\_\_ (“MUNICIPALITY”)  
TAX ACQUIRED PROPERTY AUCTION  
AUCTION DATE: \_\_\_\_\_, 201\_\_**

**BIDDER REGISTRATION AND ACKNOWLEDGMENT**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I hereby acknowledge that I have read this page and the reverse page of this “Bidder’s Registration and Acknowledgment,” and fully understand all the terms and conditions contained herein. I further agree that each bid I make at this auction shall be considered an irrevocable offer to purchase the property. The indication of “sold” by the auctioneer shall be deemed as an acceptance of the prevailing bid. I understand and agree that if my bid is accepted as the high bid, I have purchased the property for that bid amount, plus the 10 percent buyer’s premium. I further agree to sign the Memorandum of Sale and to pay the required deposit prior to leaving the auction venue.

\_\_\_\_\_ Date \_\_\_\_\_ Signature of Bidder

**Deposit Paid: \$ \_\_\_\_\_ ( \_\_\_ Cash \_\_\_ Check \_\_\_ Other-Specify: \_\_\_\_\_ )**  
**Please make checks payable to “Sager & Smith, PLLC”**

**Bidder No.:** \_\_\_\_\_

**~This box to be used only if the Bidder did not submit a successful bid~**

I acknowledge the return of my Deposit.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

# **Bidder's Acknowledgment of the Terms and Conditions of Sale**

**Deposit Required:** Auction registrants will provide a deposit in cash or check payable to "Sager & Smith, PLLC" in the amount of \$1,000.00. Deposits of unsuccessful bidders will be returned at the conclusion of the auction. A deposit can be paid in cash, personal check, bank check, or any other form of payment or guaranty deemed acceptable by the auctioneer.

**Due Diligence:** The Bidder further acknowledges that he/she has performed due diligence in researching each property prior to bidding on same.

**Buyer's Premium:** A buyer's premium of ten percent (10%) of the base price (successful bid) will be added to the purchase price payable by the successful Bidder as part of the purchase price.

**Disclaimer:** The information provided by the Municipality in the bidder packet and at [www.nhtaxdeedauctions.com](http://www.nhtaxdeedauctions.com) is for informational purposes only. The Bidder is required to conduct his/her own research and to make his/her own conclusions regarding title, fitness for a particular purpose, zoning restrictions, etc.

**Closing/Transfer of Title to Successful Bidder:** Closing will take place within 30 days of the sale at the law office of Sager & Smith, PLLC, or other mutually agreed upon location. Each successful Bidder will sign a Memorandum of Sale prior to leaving the auction venue, and a deposit in the amount of not less than 10 percent of the purchase price will be paid to the Municipality at that time (\$1,000.00 minimum) and held in escrow at the law office of Sager & Smith, PLLC until closing. Failure on the part of the successful Bidder to meet the terms of sale within the closing period will result in the forfeiture of the deposit as liquidated damages at the sole discretion of Sager & Smith, PLLC, as well as other legal remedies available to the Municipality for breach of contract. The successful Bidder will receive a deed conveying title to the property, which will be without covenants (warranty, quitclaim or otherwise), but which will be subject to any easements, restrictive covenants, and/or benefits that remain of record. The successful Bidder will be required to pay all NH transfer taxes and deed recording-related fees at the time of closing.

**No Warranty of Title:** The Bidder acknowledges the Municipality is conveying the property AS IS, WHERE IS, WITH ALL FAULTS, with no representations as to the quality of the title being conveyed or the quality of the property being bid upon. The Bidder further acknowledges that all representations made by the Municipality or its agents are for descriptive purposes only, and are not to be relied upon by the Bidder for determining whether the property is suitable for building or for any purpose whatsoever.

**Signature Required:** The Bidder is required to read and sign this "Bidder's Registration and Acknowledgment" in recognition that he/she has read and understands its terms, and he/she understands same and will abide by its terms for the auction sale. The auctioneer can refuse a bid or to consummate a sale with any person who refuses to sign this "Bidder's Registration and Acknowledgment."

**Rights Reserved:** The Municipality reserves the right to add or remove properties from the list of properties for sale, increase or decrease the minimum bid amount, offer the property to an unsuccessful bidder in the event the successful Bidder defaults, sell parcels in groups, postpone or cancel the auction, or take whatever reasonable action it deems appropriate in order to facilitate sale of the properties or otherwise.