

## CONTRACT FOR AUCTIONEER SERVICES

This agreement, dated July 23, 2024, is made between the Zekos Group, whose address is PO Box 549, Shrewsbury, MA 01545, hereinafter referred to as the "Auctioneer", the Central Massachusetts Regional Planning Commission (CMRPC) of 1 Mercantile Street, Worcester, MA 01604 hereinafter referred to as the "CMRPC", and the Town of Hardwick whose address is 307 Main Street, PO Box 575, Gilbertville, MA 10031 hereinafter referred to as the Participating Municipality.

### Sale of Real Estate by Auction

CMRPC on behalf of the municipalities in southern Worcester County has engaged the services of the Auctioneer to sell real estate at auction on behalf of the multiple participant towns. The intention is to auction the properties of multiple municipalities in a more coordinated, efficient, and productive manner such as to provide the greatest benefit to all participants.

The properties included in the auction shall include those listed in Exhibit A.

### Duties of Auctioneer

#### 1. **Responsibility**

It shall be the sole responsibility of the Auctioneer to sell the real estate herein provided for in a manner traditional to the auctioneering of such real estate unless the parties shall otherwise agree. The style and format of the auction shall be at the sole discretion of the Auctioneer, and he shall have full authority to conduct the auction in accordance with his usual practices, therefore.

#### 2. **Conduct of Sale**

The Auctioneer shall conduct the auction to the best of his ability.

### Duties of the CMRPC

#### 1. **Cooperation**

CMRPC through this Contract with the Participating Municipalities will require the Participating Municipality to provide the necessary information to the Auctioneer and shall cooperate with the Auctioneer in performing the Auctioneer's duties under this agreement as required by law and as required by this agreement, and will not do any act which would tend to interfere with the Auctioneer in performing such duties.

#### 2. **Promotion**

CMRPC shall diligently promote the said auction and in so doing must include the Auctioneer's name and license number on any printed material. CMRPC through this Contract with the Participating Municipality will also require that the participating municipalities likewise promote the said auction and in so doing must include the Auctioneer's name and license number on any printed material.

**3. Preparation**

CMRPC in cooperation with the Participating Municipality shall provide a venue conducive to said auction and must comply with requests by the Auctioneer regarding but not limited to set up and display of plot plans showing said real estate, registration and check out areas, podium, and lighting.

**4. Property Not Sold**

If any properties which are subject to this agreement are not sold at the auction, the Auctioneer at his discretion will have the opportunity to re-offer them at public auction. Otherwise, the Participating Municipality shall be responsible to dispose of them.

**5. Inclement Weather/Unforeseen Circumstances**

In the event of inclement weather, natural disaster, or unforeseen circumstances (town hall closing) where there is a need to postpone the auction, CMRPC in cooperation with the Participating Municipalities and Auctioneer shall share additional advertising and promotional expenses equally.

**6. Title**

The Participating Municipality represents and warrants that it has full authority to sell, without the restriction of any kind or nature whatsoever, and without the encumbrance of any kind or nature whatsoever, full title and ownership to all of the properties provided for herein. The Participating Municipality by this presence does warrant and hold the Auctioneer harmless from any and all responsibility arising out of a claim that the properties or any part thereof should not have been sold at the auction to which this agreement relates. If the Auctioneer shall in any manner be required to defend against a claim relating to such, the Participating Municipality shall pay for any losses incurred by the Auctioneer, including costs of defense and all attorneys' fees.

**Terms of Sale**

**1. Reserves**

Properties will be sold "absolute" with no minimum bids.

**2. No Warranty by Auctioneer**

The Auctioneer does not warrant or guarantee the properties as to title, size, approved uses, zoning, conformance to any laws or regulations, or fitness for a particular purpose. If the Auctioneer shall be required to defend any claim relating to such, he shall be held harmless against same by the Participating Municipality, and the Participating Municipality shall pay for any losses and expenses incurred in defending against such, including attorneys' fees.

**3. Proceeds of Sale**

The Auctioneer shall have no responsibilities of any kind or nature whatsoever to collect the proceeds of a sale or to in any way account for said proceeds. The full responsibility for the collection of the proceeds of the sale shall be the Participating Municipality's.

**4. Withdrawn or Redeemed Properties**

If any parcel is removed from the auction after the signing of this agreement, the Participating Municipality will pay the Auctioneer a commission based on the assessed value, the sale price of the withdrawn parcel or the costs incurred whichever is greater.

**5. Clear Title**

If at the time of closing the Participating Municipality is prohibited from selling the property because of a title issue, Participating Municipality will compensate Auctioneer for time spent and expenses incurred.

**6. Records**

The Auctioneer will provide information to the Participating Municipality regarding the high bidder and the second highest bidder (underbidder). All other information compiled during the marketing and auction process is considered proprietary and will be retained only by the Auctioneer.

**Collection of Sales and Compensation**

**1. Compensation**

The Participating Municipality shall pay the Auctioneer's Commission seven percent (7%) of the gross proceeds of the auction, for completing the sale in accordance with this agreement. The seven percent (7%) Auctioneer's commission will be charged using a "buyer's premium" and will be paid by the buyer to the Participating Municipality.

**2. Expenses**

The Auctioneer shall pay all costs of advertising and promotion including but not limited to newspaper advertisements, internet advertising, signage, brochures, and postage. Additionally, the Auctioneer shall pay the cost of compensating persons to assist the Auctioneer in conducting the auction sale, travel costs, and telecommunication costs.

**3. Collection of Fees**

The Participating Municipality will be responsible to collect the Auctioneer's Commission at the time of each closing and will forward said commission (7% of the gross proceeds of the auction) to the Auctioneer.

**4. Deposit Amounts**

When a property is sold at the auction, the non-refundable deposit amount will be held by the Participating Municipality as part of the purchase price. If the high bidder subsequently defaults and the real estate transaction is not completed, the deposit amount will be divided equally between the Participating Municipality and the Auctioneer.

**Entire Agreement**

The contract shall be construed as a Massachusetts contract and constitutes the entire agreement between the CMRPC, the Participating Municipality and Auctioneer.

**Breach**

If the Owner shall in any manner breach any provision of this agreement, the Auctioneer shall be entitled to all remedies available at law for breach of contract and shall be entitled to interest at 12% per annum on any balance not paid from the date of the auction to the date of payment and shall be reimbursed for all costs of collection, including attorneys' fees.

**Agreed by:**

Date:  July 23, 2024	Auctioneer Signature 
Date  8/26/24	Municipality Authorized Signature 
Date	Central Massachusetts Regional Planning Commission, Executive Director

**Exhibit A**

**Properties Included as part of this Agreement for Auctioneer Services**

<b>ADDRESS</b>	<b>PARCEL ID</b>
• 58 Ruggles Hill Rd.	33-0-0011
• 179 Main St.	55-0-0022
• 43 Barre Rd.	33-0-0013
• Others properties as mutually agreed by all parties	