

REAL ESTATE AUCTION R21-281

2401 CUTLER ROAD & LITTLE MACHIAS ROAD, CUTLER, ME
COMMERCIAL GARAGE AND LAND (2 PARCELS)



AUCTION: THURSDAY, MARCH 18TH 2021

2401 CUTLER ROAD & LITTLE MACHIAS ROAD, CUTLER, MAINE

PREVIEW: MONDAY, MARCH 8TH 2021 @ 12-1:00 PM

GARAGE: MAP/LOT 03-27 ± 1.57 ACRES

LAND: MAP/LOT 15-15 ± 24 ACRES

R21-281 Land / Commercial / Residential

2401 CUTLER ROAD & LITTLE MACHIAS ROAD, CUTLER, MAINE

GARAGE: MAP/LOT 03-27 ± 1.57 ACRES

LAND: MAP/LOT 15-15 ± 24 ACRES

Prepared for:

Machias Savings Bank

Prepared by:

Central Maine Auction Center

Emily Tilton, Auction License #1621

CENTRAL MAINE AUCTION CENTER

44 CONCORD DRIVE, HERMON, MAINE 04401

(207) 848-7027 • CMAUCTIONCENTER.COM

Thursday, March 18th 2021

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R21-281. The real estate at 2401 Cutler Road in Cutler, Maine consists of \pm 1.57 acres of land and Little Machias Road in Cutler, Maine consists of \pm 24 acres of land.

The above property is subject to a \$5,000.00 deposit (nonrefundable to the highest bidder) in CASH or CERTIFIED U.S. FUNDS made payable to Machias Savings Bank (deposited with Auctioneer as qualification to bid). The property will be sold by public auction as is-where is, subject to all outstanding municipal assessments.

Machias Savings Bank, Central Maine Auction Center and Realty of Maine make no warranties of any kind regarding its title to the property or the physical condition, location or value of the property, or compliance with any applicable federal, state or local law, ordinance and regulation, including zoning, or land use ordinances. Bidders must satisfy themselves to each of those matters as an ordinary and prudent buyer.

For further information regarding the property, the public sale bidding details, and additional terms, contact Central Maine Auction Center.

ADDITIONAL TERMS AND CONDITIONS MAY BE ANNOUNCED BY THE AUCTIONEER ON THE DATE OF THE PUBLIC SALE AND ARE INCORPORATED HEREIN BY REFERENCE.

Central Maine Auction Center is available to assist you with any questions you may have regarding the property or our auction process. Our friendly, professional staff is committed to providing quality service and look forward to seeing you on auction day.

NOTICE OF PUBLIC SALE

Pursuant to the Judgment of Foreclosure and Order of Sale entered in the Maine District Court (Machias, Washington County) on September 23, 2020, in the civil action entitled **MACHIAS SAVINGS BANK v. KEVIN C. FEENEY and STATE OF MAINE, MAINE REVENUE SERVICES**, Docket No. RE-2020-03, for the foreclosure of (1) a mortgage dated September 4, 2008, on real estate located on Route 191 and Little Machias Road, Town of Cutler, Washington County, and State of Maine, recorded in the Washington County Registry of Deeds in Book 3451, Page 302, and (b) a mortgage dated September 21, 2009, on real estate located on Number Nine Road, Town of Cutler, Washington County and State of Maine, which mortgage is recorded in the Washington County Registry of Deeds in Book 3576, Page 105, to which mortgage deeds reference is made for more particular descriptions of the premises to be sold, the statutory 90-day redemption period having ended without redemption, notice is hereby given that sales will be held as follows:

- **March 18, 2021, at 12:00 noon** – property located on Route 191 (commercial garage) and Little Machias Road (Map 15, Lot 15, abutting land only), Cutler, Maine (Book 3451, Page 302); and
- **March 18, 2021, at 12:30 p.m.** – vacant land parcel located on Number Nine Road, Cutler, Maine (Book 3576, Page 105).

Both public sales will take place at the commercial garage, which is believed to have a street address of 2401 Cutler Road, Route 191, Cutler, ME 04626.

The properties may be inspected before the date of the sale by making an appointment. Further information regarding the terms of the public sale of the property may be obtained from Central Maine Auction Center, Attention Emily Tilton, 44 Concord Drive, Hermon, Maine 04401; (207) 848-7027.

TERMS OF SALE: Oral bids will be accepted beginning at 12:00 p.m. for Route 191 commercial garage and abutting land; and 12:30 p.m. for parcel located on Number Nine Road, Cutler, Maine. All bidders will be required to submit a deposit \$5,000.00 in cash or certified funds for each auction before their bid will be accepted. The highest bidder's deposit will be transferred to MACHIAS SAVINGS BANK which sum shall be non-refundable. The highest bidder must also sign a purchase and sale agreement with MACHIAS SAVINGS BANK which requires a closing within 30 days of the public sale, at which time the balance will be due in cash or certified funds, and MACHIAS SAVINGS BANK will deliver a duly executed quitclaim deed without covenant. If the highest bidder does not close as required, the Bank may, at its option, either sell the property to the second highest bidder or hold another public sale. Additional or different terms of sale may be announced at the time of sale.

Dated: February 10, 2021

ALLISON A. ECONOMY, ESQ.
Rudman & Winchell
Attorneys for MACHIAS SAVINGS BANK
84 Harlow Street - P.O. Box 1401
Bangor, Maine 04402-1401
(207) 947-4501

TERMS AND CONDITIONS OF SALE

March 18, 2021

Pursuant to the Judgment of Foreclosure and Sale Order entered in the Maine District Court (Machias, Washington County), Docket No. RE-2020-03, in the civil action entitled **Machias Savings Bank v. Kevin C. Feeney and State of Maine, Maine Revenue Services**, for the foreclosure of a mortgage of real estate located on Route 191/Little Machias Road, Town of Cutler, Maine, recorded in the Washington County Registry of Deeds in Book 3451, Page 302 (the "Garage Property"), and a mortgage of real estate located on Number Nine Road, Town of Cutler, Maine (the "Vacant Land," and together with the Garage Property, the "Properties" or each, a "Property"), recorded in the Washington County Registry of Deeds in Book 3576, Page 105, which mortgage deed references are made for more particular descriptions of the premises to be sold, **Machias Savings Bank** announces the following terms and conditions of sale:

1. Date/Place of Sale: The Property shall be sold, subject to these terms and conditions, on Tuesday, March 18, 2021, commencing at 12:00 noon at _____. Oral bids will be accepted as follows: Beginning at 12:00 noon for the Garage Property located on Route 191/Little Machias Road, Cutler, Maine (consisting of commercial garage and abutting land only); and beginning at 12:30 p.m. for the Vacant Land located on Number Nine Road, Cutler, Maine.

2. Terms of Sale:

a. The sales will be conducted by Central Maine Auction Center ("Auctioneer") on behalf of Machias Savings Bank ("Seller"). Each sale is subject to all of those terms set forth in the advertisements of the public sale, including, but not limited to, the terms set forth below. Additional terms may be announced orally at the time of the sale.

b. Each Property shall be sold subject to and with the benefit of all development rights, easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement, a copy of which is available from the Auctioneer.

c. Each Property is offered for sale "**AS IS, WHERE IS, AND WITH ALL FAULTS**" **unrepaired and without any express or implied warranties of any kind or nature**. The Seller assumes that bidders have inspected the Property prior to the sale. Square footage dimensions are approximate and should be independently verified prior to bidding. The Seller, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising materials, or in any representations made by any party. Although information has been obtained from sources deemed reliable, the Auctioneer makes no guarantees as to the accuracy of the information herein contained or in any other property listing or advertising materials. Any information provided regarding the Properties is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or

materials provided or any comments made by the Auctioneer or by the Seller or by any other party, regarding the environmental, structural or mechanical condition of the Properties.

d. A deposit to bid of **\$5,000.00** must be left with the Auctioneer prior to the sale of each Property. The deposit must be in the form of Certified U.S. Funds and made payable to the Auctioneer. The deposit to bid is nonrefundable as to the high bidder. Unsuccessful bidders' deposits will be returned immediately after the auction.

e. Taxes and Other Assessments: Except as provided elsewhere herein, all real estate taxes, including real estate taxes for the current year and any unpaid real estate taxes for any prior year, and any other fees including water and sewer charges due to municipal or quasi-municipal corporations will be the responsibility of the Buyer (as defined in the Purchase and Sale Agreement). The Buyer will be responsible for a 5.5% State of Maine Sales Tax that will be assessed on the value of any personal property that is being sold with the real estate. The 5.5% sales tax will be due from the Buyer at closing.

f. The balance of the purchase price will be due at the Closing of the sale of each Property, which shall occur on or before **thirty (30) days** from the date of the public sale. At the Closing, the Buyer shall pay the balance of the purchase price, in certified U.S. funds.

g. The deed to each Property will be by Quitclaim Deed without Covenant. The high bidder shall at his/her cost pay all real estate transfer taxes (including the Seller's share, if any), whether assessed to Buyer or Seller.

h. The sale is subject to all of the terms set forth in the Purchase and Sale Agreement.

i. If Buyer fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, Seller, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner determined by the Seller, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting Buyer. If the Buyer defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the Buyer's rights under this Agreement to a third party.

j. The Seller and the Auctioneer reserve the right, and subject to applicable provisions of Maine law, to: (i) refuse to accept any irregular bids or bids that do not comply with the terms of sale; (ii) hold periodic recesses in the sale process; (iii) amend the terms of sale orally or in writing, as they deem to be in the best interest of the Seller.

k. A record of bidding may be maintained by the Seller and/or the Auctioneer for their own use.

l. Seller, and its assigns, reserves the right to bid without making the required deposit and, if Seller, or its assigns, is the high bidder, to pay for the Property with a credit against the debt owed to it.

3. Auction Procedure: Open and verbal. Unless otherwise stated, announcements made on the day of the sale will be subject to all printed material. The method, order of sale, and bidding increments shall be at the sole discretion of the Auctioneer. The Auctioneer will acknowledge the high bidder at the conclusion of

the sale. The high bidder will be required to enter into a purchase and sale agreement with the Seller at the conclusion of the auction.

4. Disclaimer: All bidders are invited to inspect the Properties and the public records pertaining thereto prior to making a bid. No warranties, guarantees or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Properties, including improvements located underground, the location and/or boundaries of the Properties or improvements thereon, title to the Properties, environmental compliance, or compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The Buyer shall assume responsibility and expense for any title search, title examination or title insurance. THE SELLER/AUCTIONEER EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTERS OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR OTHERWISE LOCATED ON THE PROPERTY.

5. Risk of Loss: The risk of loss with respect to the Property shall be with the Seller until the Closing shall occur.

6. Possession: Buyer shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement.

7. Applicable Law: You have signed a written binding contract agreeing to the Terms and Conditions of Sale, and understand that any bid you make falls under the Maine Auction Law, Title II, Section 2-328 of the Uniform Commercial Code, and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine, 04330.

8. Absentee Bids: Absentee or proxy bids, if permitted, are subject to all Terms and Conditions of Sale as listed herein or announced at the public sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a Purchase and Sale Agreement at the time of the Sale, and such representative must provide documentation satisfactory to Auctioneer and/or Seller that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

9. Conflict with Purchase and Sale Agreement: In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Seller and the successful bidder, the Purchase and Sale Agreement shall control.

10. Public Auction Bid Price Disclosure: The Seller and Buyer authorize the Auctioneer, its agents and employees, to disclose the public auction bid prices to any party prior to the actual closing date, and in the event of a non-confirmed, canceled, or defaulted sale.

11. Lead-based Paint and/or Lead-based Paint Hazards: Buyer hereby acknowledges that he/she has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and has had the opportunity to request a copy of the U.S. Environmental Protection Agency's pamphlet entitled "Protect Your Family From Lead In Your Home."

The undersigned acknowledges that he/she has read the foregoing terms of sale and fully understands them and agrees to be bound thereby. All representations and warranties having been disclaimed and any bid made by the undersigned is made without any reliance on any statement, action, or conduct of Seller or its agents or attorneys.

Dated:

Name

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 18th day of March, 2021, by and between **MACHIAS SAVINGS BANK**, as foreclosing mortgagee (hereinafter referred to as "Seller"), and _____ of _____ (hereinafter referred to as "Buyer").

1. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land located on Little Machias Road, Cutler Maine, which property is more fully described in mortgage recorded in the Washington County Registry of Deeds in Book 3451, Page 302 dated September 4, 2008.

2. Buyer agrees to pay the sum of \$_____ as follows: \$5,000.00 at the time of the execution of this agreement, **which sum is nonrefundable**, the receipt of which is hereby acknowledged by Seller, and the balance at the time of the closing in cash, certified or bank check. Should Buyer fail to make the payment of the balance due within 30 days from the date hereof, the deposit made by Buyer **shall be retained** by Seller.

3. The real property shall be conveyed to Buyer by a Quitclaim Deed without covenant from Seller as foreclosing mortgagee. The only condition to Buyer's fulfillment of his/her/its obligations under this agreement is that on the closing date the Sellers shall deliver said Quitclaim Deed without covenant. There shall be no contingencies or other circumstances that will relieve the Buyer of his/her/its obligations hereunder including, inter alia, his /her/its obligations to pay the full purchase price.

4. All real estate transfer taxes and sales taxes are the responsibility of the Buyer.

5. Any and all unpaid real estate taxes, assessments and/or sewer user fees are the responsibility of Buyer.

6. The risk of loss or damage to said premises by fire or otherwise is assumed by Sellers until closing.

7. The real property may be occupied by third parties at the time of the public sale and closing, and the property is sold subject to any rights such third parties' may have to continue in possession. No representations or warranties of any kind are made with respect to any leasehold interest in the real estate.

8. Time is of the essence to this Agreement.

9. Sellers and Buyer agree that there is no real estate broker involved in this transaction and that no one is due a commission in conjunction with the purchase hereunder.

10. The entire contract is embodied in this writing. NO WARRANTIES or any other representations are given. This writing is the final expression of the parties' agreement and is a complete and exclusive statement of all terms of the agreement.

11. No representations or warranties of any kind are made with respect to the property, including, without limitation its condition or any use to which it may be put. Buyer acknowledges that the property is being sold on an "**AS IS**", "**WHERE IS**", "**WITH ALL DEFECTS**" basis, and any and all warranties, express, implied or otherwise, including without limitation, the warranties of habitability, merchantability, marketability and fitness for any purpose, shall be and hereby are disclaimed. No representation or warranty is made as to title to the property or the property's compliance with any laws, rules, regulations or ordinances, including, without limitation, any of the same pertaining to zoning, environmental law or hazardous waste. Seller and its agents and attorneys shall have no responsibility or liability for loss of use of the assets, loss of income, loss of time, inconvenience, commercial loss and/or any incidental or consequential damage, loss or injury.

Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor its agents or its representatives make any warranties or representations regarding the condition, permitted use, value of, or any other warranty or representation regarding the real or personal property. All investigations were done by Buyer prior to the signing of this Agreement and were done by persons chosen and paid for by Buyer in Buyer's sole discretion. Buyer is relying completely upon Buyer's own opinion as to the property which is the subject of this Agreement.

12. The property is sold "as is" and "where is" and is subject to all outstanding real estate taxes and leases whether or not of record and restrictions of record. **Machias Savings Bank** makes no representations regarding the condition of the premises, or any federal, state or local land use or environmental laws.

13. Remedies of Seller. If Buyer fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, Seller and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the property may be resold in any manner determined by the Seller, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting Buyer. If the Buyer defaults under this Agreement, in

addition to other remedies, the Seller shall have the right to assign the Buyer's rights under this Agreement to a third party.

14. This instrument, executed in duplicate originals, is to be construed under the Laws of the State of Maine.

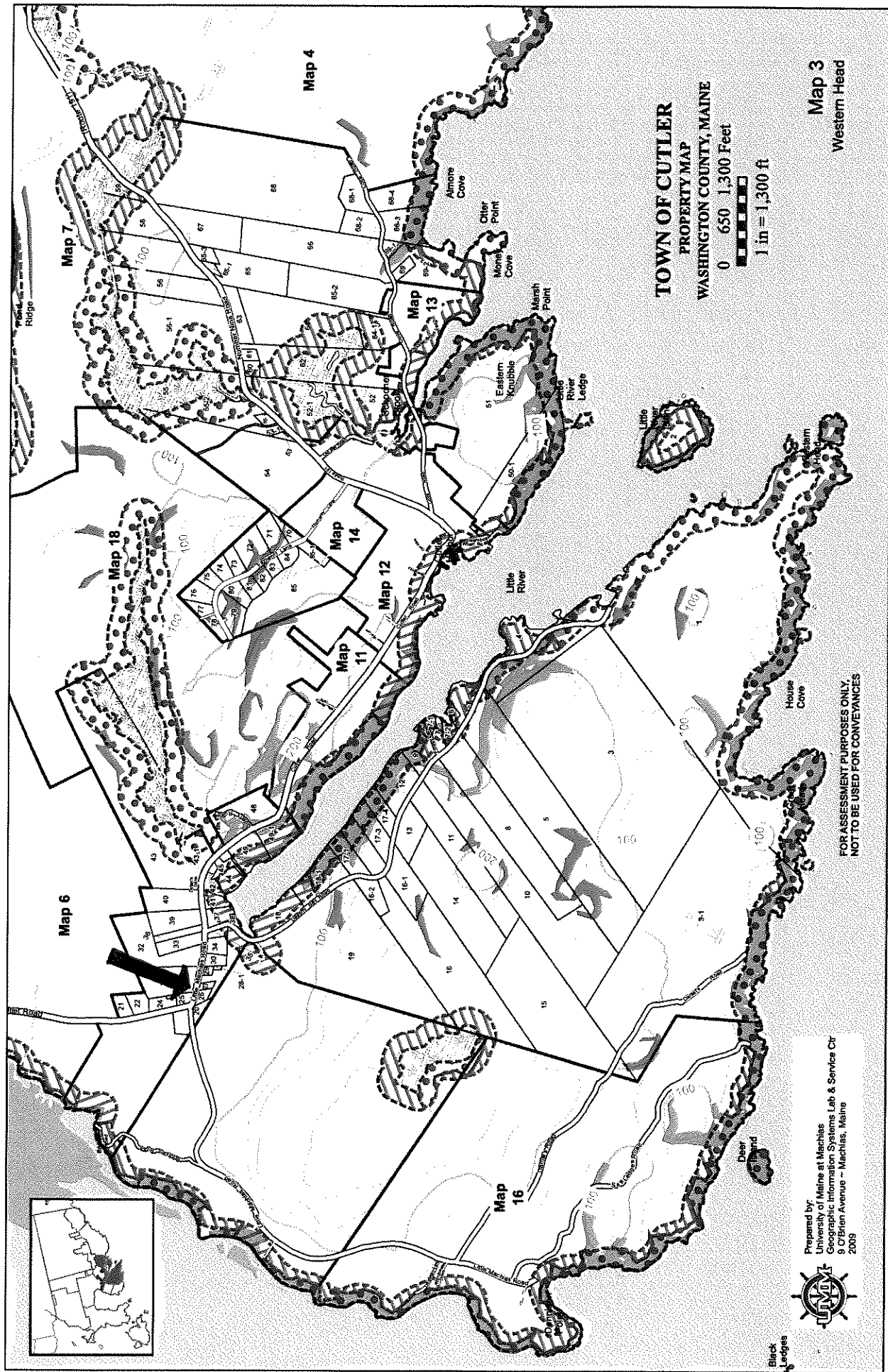
15. This Agreement may be canceled, modified, or amended only by a writing executed by the parties hereto or their legal representatives.

IN WITNESS WHEREOF, Sellers and Buyer have signed this Agreement in duplicate originals on the day and year first written above.

Machias Savings Bank

WITNESS	By:
	Its:

WITNESS	Buyer
	Address:
	SS#:



TOWN OF CUTLER
PROPERTY MAP
 WASHINGTON COUNTY, MAINE
 0 650 1,300 Feet
 1 in = 1,300 ft

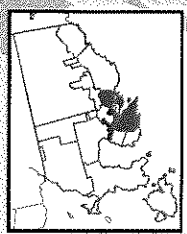
Map 3
 Western Head

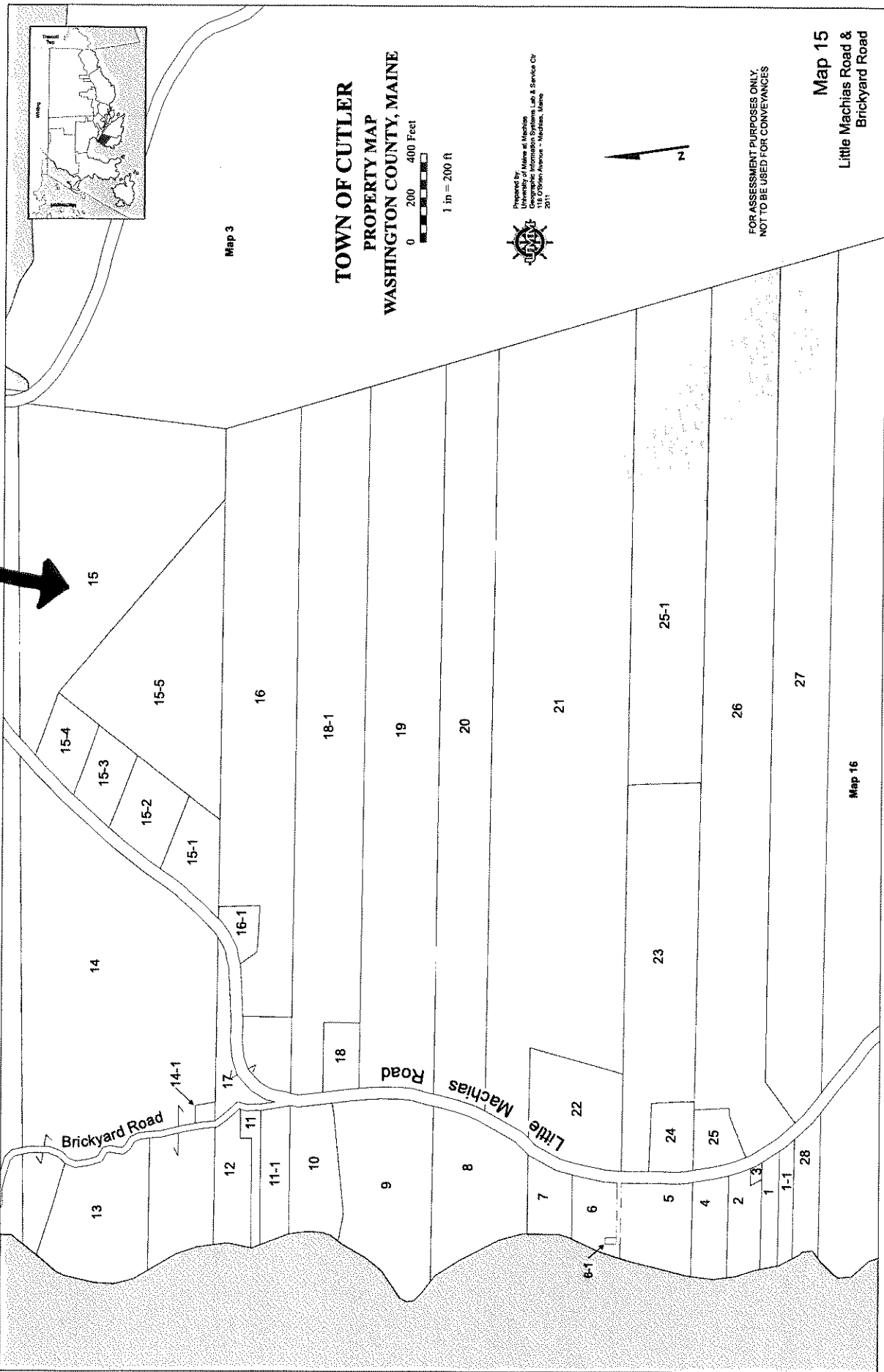
FOR ASSESSMENT PURPOSES ONLY.
 NOT TO BE USED FOR CONVEYANCES

Prepared by:
 University of Maine at Machias
 Geographic Information Systems Lab & Service Ctr
 9 O'Brien Avenue - Machias, Maine
 2009



Black
 Ledges





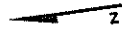
Map 3

**TOWN OF CUTLER
PROPERTY MAP
WASHINGTON COUNTY, MAINE**

0 200 400 Feet
1 in = 200 ft



Prepared by:
University of Maine at Machias
Geographic Information Systems Lab & Service Ctr
110 O'Brien Avenue - Machias, Maine
2011



FOR ASSESSMENT PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCES

Map 15
Little Machias Road &
Brickyard Road

Map 16

2020 Real Estate Tax Bill

TOWN OF CUTLER
 PO BOX 236
 CUTLER, ME 04626
 (207) 259-3693

R466
 Feeney, Kevin C
 PO Box 374
 Cutler ME 04626

Current Billing Information	
Land	32,400
Building	0
Assessment	32,400
Exemption	0
Taxable	32,400
Rate Per \$1000	17.000
Total Due	550.80

Acres: 24.00
 Map/Lot 15-15-0 Book/Page B3095P77 Payment Due 2/8/2021 550.80
 Location Little Machias Road

Information

* Without State Aid to Education, Municipal Revenue Sharing, Homestead and BETE Reimbursement, your tax bill would have been 45% higher. * Interest @ 8% per annum will be charged on February 09, 2021 on taxes not paid in full by February 08, 2021.
 ** Taxpayer's Notice - As per State Statute, the ownership and taxable valuation of all real and personal property subject to taxation shall be fixed as of April 01 of each year. After 08 months and no later than 01 year from the date of commitment (12/08/2020) a lien will be placed on all real estate for which taxes remain unpaid. The municipality has a policy under Title 36, M.R.S.A. Section 906 to apply all payments to the oldest outstanding tax obligation. **Note: Overpayments will be applied to the next tax year.
 It is your responsibility to send a copy of your tax bill to your mortgage holder.
 Total bonded indebtedness as of 07/01/2020 is \$341,011.81.
 ****"Ask about signing up for a "Tax Club" to make payments on your 2020 tax bill!"****

Current Billing Distribution		
School	55.00%	302.94
Municipal	38.00%	209.30
County	7.00%	38.56

Remittance Instructions

Please make checks or money orders payable to
 Town of Cutler and mail to:

Town of Cutler
 PO Box 236
 Cutler, ME 04626

N/A

Due Date Amount Due Amount Paid

Please remit this portion with your first payment

2020 Real Estate Tax Bill

Account:	R466	2/8/2021	550.80	
Name:	Feeney, Kevin C	Due Date	Amount Due	Amount Paid
Map/Lot:	15-15-0			
Location:	Little Machias Road			

First Payment

2020 Real Estate Tax Bill

TOWN OF CUTLER
 PO BOX 236
 CUTLER, ME 04626
 (207) 259-3693

R410
 Feeney, Kevin C
 PO Box 374
 Cutler ME 04626

Current Billing Information	
Land	31,140
Building	61,098
Assessment	92,238
Exemption	0
Taxable	92,238
Rate Per \$1000	17.000
Total Due	1,568.05

Acres: 1.57
 Map/Lot 03-27-0 Book/Page B3095P75 Payment Due 2/8/2021 1,568.05
 Location 2401 Cutler Road

Information

* Without State Aid to Education, Municipal Revenue Sharing, Homestead and BETE Reimbursement, your tax bill would have been 45% higher. * Interest @ 8% per annum will be charged on February 09, 2021 on taxes not paid in full by February 08, 2021.
 ** Taxpayer's Notice - As per State Statute, the ownership and taxable valuation of all real and personal property subject to taxation shall be fixed as of April 01 of each year. After 08 months and no later than 01 year from the date of commitment (12/08/2020) a lien will be placed on all real estate for which taxes remain unpaid. The municipality has a policy under Title 36, M.R.S.A. Section 906 to apply all payments to the oldest outstanding tax obligation. **Note: Overpayments will be applied to the next tax year.
 It is your responsibility to send a copy of your tax bill to your mortgage holder.
 Total bonded indebtedness as of 07/01/2020 is \$341,011.81.
 ****"Ask about signing up for a "Tax Club" to make payments on your 2020 tax bill!"****

Current Billing Distribution		
School	55.00%	862.43
Municipal	38.00%	595.86
County	7.00%	109.76

Remittance Instructions

Please make checks or money orders payable to
 Town of Cutler and mail to:

Town of Cutler
 PO Box 236
 Cutler, ME 04626

N/A

Due Date Amount Due Amount Paid

Please remit this portion with your first payment

2020 Real Estate Tax Bill

Account: R410	2/8/2021	1,568.05	
Name: Feeney, Kevin C	Due Date	Amount Due	Amount Paid
Map/Lot: 03-27-0			
Location: 2401 Cutler Road			

First Payment

DISCLOSURES RELATIVE TO PROPERTY

Auction # R21-281

Location: 2401 CUTLER ROAD & LITTLE MACHIAS ROAD, CUTLER, MAINE

Disclosure for Heating System:

Type _____	Not Known <u>X</u>
Age of System _____	Not Known <u>X</u>
Name of Service Company _____	Not Known <u>X</u>
Annual Consumption per Source _____	Not Known <u>X</u>
Malfunctions or Problems _____	Not Known <u>X</u>

Disclosure for Waste Disposal System:

Type of System _____	Not Known <u>X</u>
Date of Installation _____	Not Known <u>X</u>
Size and Type of Tank _____	Not Known <u>X</u>
Location of Field and Tank _____	Not Known <u>X</u>
Malfunctions _____	Not Known <u>X</u>
Service and Contracting _____	Not Known <u>X</u>

Disclosure for Private Water Supply:

Type of System _____	Not Known <u>X</u>
Date of Installation _____	Not Known <u>X</u>
Malfunctions _____	Not Known <u>X</u>
Location _____	Not Known <u>X</u>
Date and Result of Tests _____	Not Known <u>X</u>

Disclosure for Public Water Supply:

Line Malfunctions _____	Not Known <u>X</u>
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Disclosure for Known Hazardous Materials including but not limited to:

Asbestos _____	Not Known <u>X</u>
Radon _____	Not Known <u>X</u>
Lead Paint _____	Not Known <u>X</u>
Chemical Spills on Property _____	Not Known <u>X</u>
Underground Tanks _____	Not Known <u>X</u>

Signature of Seller _____ Date _____

Signature of Buyer _____ Date _____



Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
 - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
 - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES - WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "**single agency**");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "**appointed agency**");
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember!
Unless you enter into a written agreement for agency representation, you are a customer—not a client.

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) March 5th 2021

To _____
Name of Buyer(s) or Seller(s)

by Emily Tilton
Licensee's Name

on behalf of Realty of Maine
Company/Agency

MREC Form#3 Revised 07/2006
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to www.maine.gov/professionallicensing. Inactive licensees may not practice real estate brokerage.