

**CITY OF TALLAHASSEE, FLORIDA
TALLAHASSEE REGIONAL AIRPORT'S
MOBILE HOME AUCTION**

TERMS AND CONDITIONS

Approximately sixty (60) mobile homes (see attachment) will be available for auction. **This is an auction for structures and appurtenant personal property only. No interest in the land is being conveyed.**

The Auction will take place at 10:00 A.M., on Tuesday, April 19, 2005, at the Broadmoor Estates Mobile Home Community, 4745 Jackson Bluff Road in Tallahassee, Florida. Registration to receive a bidder's registration card will be between the hours of 8:00 A.M. to 10:00 A.M. at the Management Office on the same day and place the Auction will be held.

STRUCTURES ARE BEING SOLD "AS IS, WHERE IS," WITH NO WARRANTIES AS TO CONDITION, HABITABILITY, MERCHANTABILITY OR SUITABILITY FOR ANY PURPOSE.

REGISTRATION OF BIDDERS

Persons wishing to participate in the bidding process of the sale are required to obtain, fill out, and turn in a bidder registration card during the registration process.

An individual's signature (or that of his/her designated Attorney-in-Fact) on the bidder registration card is an acknowledgment of his/her full and complete understanding of these Terms and Conditions and his/her agreement to be bound thereby. Therefore, bidders are cautioned to carefully read the Terms and Conditions contained in this document before signing the bidder registration card.

In the event a person is bidding on behalf of another party, an original notarized Power of Attorney must be presented at the time of registration authorizing the Attorney-in-Fact to act on behalf of the person granting the Power of Attorney. Power of Attorney must include the buying party's social security number.

Bidders and/or Bidder's Attorney-in-Fact must be present to bid. Written bids will not be accepted. All bidders must be 18 years of age or older.

Each registered bidder will be issued a bidder number upon completion of the registration process. Each bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

DEPOSITS

Bidders must present a photo ID and a deposit in the amount of **\$2,000.00** in the form of cash, cashier's check, or money order. Personal or company checks will only be accepted when accompanied by a bank letter of guarantee. Accepted forms of checks or money orders should be **made payable to the Broadmoor Estates Escrow Account**. The Deposit is to ensure that the successful bidder will remove the structure and all associated personal property and debris from the site no later than May 19, 2005. All deposits will be returned to unsuccessful bidders at the end of the auction.

A \$2,000.00 separate deposit is required for each item purchased. In the case where bidder is successful as the high bidder on multiple structures, an additional \$2,000.00 per item will be due no later than the close of the auction.

If a bidder is successful, the deposit will be returned once the "structure" and all associated personal property is removed and the site is left free and clear of all structure debris. See Site Clearance Requirements attached. **In the event that the successful bidder is unable to remove the structure by May 19, 2005, the Deposit will not be returned.**

Payment of each successful bid (purchase price) for an item is separate and apart from the deposit. Payment must be received no later than the close of the auction on April 19, 2005. The structure purchase price payment can be made by cash, cashier's check, or money order. Personal or company checks will be accepted **only** when accompanied by the banking institution's letter of guarantee. Accepted forms of checks or money orders should be **made payable to the Broadmoor Estates Escrow Account**.

TITLE

A Bill of Sale (see sample attached) will be provided at the end of the auction after Buyer's payment of deposit(s) and purchase money is received. The Bill of Sale is Buyer's evidence of ownership until the title is released by the City of Tallahassee. Upon the successful completion of the removal of the structure and all debris, the City of Tallahassee will transfer title to the Buyer. It is the Buyer's responsibility to have the title transferred in accordance with State law. State law requires the payment of sales tax on the sale. Sales tax **will not** be collected at the time of sale. However, sales tax will be collected when the application for title is made.

FINANCING

All costs associated with the purchase, removal, and replacement site are the sole responsibility of the buyer. The buyer is responsible for obtaining his or her own financing arrangements. The City of Tallahassee does not provide financing for the purchase, removal and replacement of any structure offered. Bidders are strongly encouraged to investigate and secure financing arrangements for the deposit, purchase, and removal of structure prior to attending the auction.

REMOVAL OF STRUCTURE

Structures must be moved by a licensed, bonded and insured mover (see attached Licensing, Insurance and Bonding Requirements) **no later than May 19, 2005**. Buyers assume all risks concerning the condition of the structure and shall be responsible for any damage to City of Tallahassee property that may occur during the removal of structure.

DEFAULT AND FAILURE TO REMOVE STRUCTURE

Failure to remove the structure by May 19, 2005 shall be deemed as default of the high bidder and will result in automatic forfeiture of the \$2,000.00 deposit and the purchase price of the Structure. All right, title, and interest the Buyer acquired will automatically revert to the City of Tallahassee.

PREVIEW AND INSPECTION OF STRUCTURES

The bidder is invited, urged, and cautioned to inspect structures prior to submitting a bid. The structures are being sold "AS IS, WHERE IS". Failure to inspect structure shall not constitute cause for cancellation of sale.

In order to be allowed to preview and inspect structures, you must sign in at Broadmoor Estates Mobile Home Community Management Office, 4745 Jackson Bluff Road, Tallahassee, FL on the date and time of preview. Only persons who have signed in will be allowed into the structures. Structures will be open for preview and inspection on the following dates from 8:00 A.M. to 5:00 P.M.:

Tuesday, April 12, 2005.

Wednesday April 13, 2005

Thursday, April 14, 2005

By registering for the auction and submitting a bid, Bidders and Buyers acknowledge that he/she relied entirely on his/her own information, judgment, preview and inspection of the structure(s).

ASBESTOS AND LEAD BASE PAINT MATERIALS

Structures have not been inspected for Asbestos and Lead Based Paint materials. Bidders and Buyer acknowledge and accept full responsibility for all costs associated with the abatement and remediation of any disclosed, undisclosed, or other potential conditions or hazards associated with the structures.

NOTICE TO BUYER TITLE AND RISK OF LOSS

Buyers are hereby notified that title and risk of loss or other casualty to the Structure you purchase from the City of Tallahassee at the Broadmoor Estates Mobile Home Auction will pass from the City to you upon execution and delivery of the Bill of Sale. In other words, once you receive a signed Bill of Sale from the City, you own the Structure and are responsible for any damage or destruction to it. The City will not be liable if the Structure is damaged or destroyed (for example, by fire, vandalism, or any other cause) after you are given your Bill of Sale. The City is under no obligation to secure or safeguard the Structure after its sale to you.

You should contact your insurance agent to determine if it is advisable for you to purchase insurance on the Structure. You should also consider moving the Structure as soon as possible after the Auction to minimize the risk of damage or destruction at its present location.

COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

It is the Buyer's responsibility to ascertain and comply with all applicable Federal, state, local, and multi-jurisdictional laws, ordinances and regulations pertaining to the registration, licensing, sale, use, movement or disposal of the structure purchased.

Buyers of the structure are not excused from any violation of such laws or regulations either because the City of Tallahassee is a party to this sale or has had any interest in the property at any time.

Buyer must comply with all environmental restrictions or obligations resulting from the purchase of any structure.

GENERAL INFORMATION

The placement of a successful bid at the auction establishes a legally binding contract between the successful bidder and the City of Tallahassee. The auctioneer's announcement of the high bid amount and the bidder's number establishes the contract. This contract is bound by these Terms and Conditions. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

The City of Tallahassee reserves the right to withdraw from sale any structure listed, or to sell at the auction, any structure not listed. These changes take precedence over previous information pertinent to that structure, but do not alter in any way the basic Terms and Conditions of sale.

The bidder and buyer understand and agree that the structure(s) offered, purchased, and accepted by the buyer "AS IS, WHERE IS." The City of Tallahassee and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to quality, condition, suitability, marketability or habitability.

Information regarding structures that were derived from outside sources is believed to be correct, but the City does not warrant the accuracy of such information. Bidder and Buyer acknowledge that he/she relied entirely on his/her own information, judgment, and inspection of the property.

Practices that eliminate competition, such as collusive bidding, may result in criminal, civil, and/or administrative action against the participants.

Again, please note that you are bidding on a structure only. No interest in land is being conveyed. You must remove the structure from its current site no later than

May 19, 2005. In no event may you move into, or occupy a structure at its current location. Please read all information in this package thoroughly prior to contacting the Auction representative. If all your questions are not answered, you may contact Ms. Belinda Jarrard at (850) 504-9373 or Ms. Vivian Whisnant at 1-800-408-1112, Ext 17.

STRUCTURES AVAILABLE FOR AUCTION

STRUCTURES ARE BEING SOLD “AS IS, WHERE IS,” WITH NO WARRANTIES AS TO CONDITION, HABITABILITY, MERCHANTABILITY OR SUITABILITY FOR ANY PURPOSE.

This is an auction for structures only. No interest in the land is being conveyed. Successful bidders must remove the Structures from their current site by May 19, 2005. Buyers may not move into, or occupy the Structures at their current location. Structures may contain Lead Based Paint and Asbestos Containing Materials.

See attached auction list

LICENSING, INSURANCE AND BONDING REQUIREMENTS

Structures are to be moved by a licensed, bonded and insured moving company (“Mover”). The mover must carry and maintain insurance in the following types and amount for the duration of the move and furnish certificates of insurance and make available policy declaration pages and policy endorsements.

Specific Requirements

Workers' Compensation and Employers' Liability coverage. Coverage shall be consistent with statutory benefits outlined in the Florida Workers' Compensation Act (Chapter 440, Florida Statute). The minimum policy limits for employers' liability of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

The policy shall apply to the State of Florida and include these endorsements in favor of the City of Tallahassee:

- Waiver of Subrogation in favor of the City of Tallahassee.
- Thirty (30) Day Notice of Cancellation in favor of the City of Tallahassee.

Commercial General Liability. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A and B.

The policy shall contain the following provisions:

- Blanket contractual liability coverage for liability assumed under the move of the Structure.
- Independent contractors coverage.

The policy shall also include these endorsements in favor of the City of Tallahassee:

- Waiver of Subrogation.
- Thirty (30) Day Notice of Cancellation.
- The City of Tallahassee listed as an additional insured.

Business Automobile Liability Insurance. Mover must submit Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of the City:

- Waiver of Subrogation.
- Thirty (30) Day Notice of Cancellation.

- Additional Insured.

General Requirements.

- (1). Mover shall at a minimum carry insurance in the types and amounts indicated above for the duration of the move of structure from City owned site.
- (2). Mover shall forward Certificates of Insurance to the City's Representative as verification of coverage prior to obtaining permits to move structure from site.
- (3). Mover shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by City shall not relieve or decrease the liability of Mover hereunder and shall not be construed to be a limitation of liability on the part of the Mover.
- (4). Mover must submit certificates of insurance for any subcontractors to the City's Representative prior to them commencing work on the project.
- (5). Movers' insurance coverage shall be written by companies licensed to do business in the State of Florida at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- (6). All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the project name, "Broadmoor Estates Mobile Home Auction", and the following information:

City of Tallahassee, FL
300 South Adams Street
Tallahassee, FL 32301-1731

Please remit the certificate to:
THC, Inc.
870 Blountstown Highway
Suite 4-A
Tallahassee, FL 32304
- (7). The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required covering both City and Mover, shall be considered primary coverage as applicable.
- (8). If insurance policies are not written for amounts specified below, Mover shall carry Umbrella or Excess Liability Insurance for any differences in amounts

specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

- (9). City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- (10). City reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Mover.
- (11). Mover shall not cause any insurance to be cancelled nor permit any insurance to lapse during the term of the removal of structure from City owned site.
- (12). Mover shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- (13). Mover shall provide the City thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's.
- (14). The insurance coverage's specified below are required minimums and are not intended to limit the responsibility or liability of the Mover.

SITE CLEARANCE REQUIREMENTS

The \$2,000.00 deposit will be returned to the buyer after all the following conditions are met as detailed below:

1. Submit proof of moving company's required licensing and insurance to City of Tallahassee's representative prior to removal of structure from site.
2. Moving of the structure is scheduled and coordinated with the City of Tallahassee's representative.
3. The preparation of and removal of structure has been performed without damage to or removal of any existing trees. All proposed pruning and removal of trees is to be approved in writing by the City of Tallahassee representative.
4. All manmade improvements are to be removed from the residential site by the buyer, **concrete house slab being the only exception**. All personal property appurtenant to the structure must also be removed from the site. Items of personal property required to be removed include, but are not limited to, all building debris and material generated in the housing moving task.
5. After completion of the above tasks, arrange with the City of Tallahassee representative to perform an inspection of site. Once the lot site is cleared and approved by said City of Tallahassee representative, the \$2,000.00 deposit will be returned.
6. If the structure and all appurtenant personal property and debris is not removed from the site before May 19, 2005 to the City's reasonable satisfaction, the \$2,000.00 deposit and purchase price shall be forfeited by the buyer, and retained by the City as liquidated damages.

EXECUTED this the _____ day of _____, 2005.

THE CITY OF TALLAHASSEE

by: _____

[Name]

[Title]

PERSONAL PROPERTY INVENTORY LIST

Auction Item #	Lot #	Size	Year	Make	Serial No	Bedroom/ Bath	Exterior Improvements
1	081	24 X 48	1974	Andover	F5178A & B	3 / 2	Skirting, Porch
2	208	26 X 56	1987	Fleetwood	GAFH34A08274SH & GAFH34B08274SH	3 / 2	Skirting, Decks, Utility Bldg., Steps
3	078	24 X 44	1988	Homes of Merit	HMLCY24010412485A & B	2 / 2	Skirting, Decks
4	075	12 X 60	1974	Sherwood	11506740	2 / 1.5	Skirting, Deck
5	204	14 X 60	1983	Derose	21G9496D	2 / 2	Skirting, Deck, Steps
6	203	14 X 66	1993	Fleetwood	GAFN75A17281WE	2 / 2	Skirting, Deck, Utility Bldgs., Steps
7	198	16 X 76	1994	Weston/Fleetwood	GAFCR75A21962WE	3 / 2	Skirting, Awning, Steps
8	197	24 X 50	1985	Scott Housing	SHS1WGA37847664A & B	3 / 2	Skirting, Awning
9	196	14 X 64	1983	Sun State	SSMFLAB20280	2 / 2	Skirting, Deck, Steps
10	195	12 X 41	1972	Edison	11620	2 / 1	Skirting, Steps
11	062	24 X 52	1983	Guerdon	GDLCFL25836536A & B	2 / 2	Skirting, Deck, Awning/Garage, Steps
12	157	14 x 68	1987	Fleetwood	FLFLCMIAG447012554	3 / 2	Skirting, Deck, Screened Deck
13	159	14 X 66	1986	Fleetwood	GAFL1AF354501001	2 / 2	Skirting, Deck, Storage Bldg., Steps
14	160	14 X 66	1988	Peach State	PSHGA3029	3 / 2	Skirting, Decks, Steps
15	165	24 X 52	1986	Homes of Merit	P24031181162A & B	3 / 2	Skirting, Storage Bldg., Steps
16	185	28 X 66	1992	Homes of Merit	HMLCP28242214606A & B	3 / 2	Skirting, Decks, Steps
17	180	24 X 48	1989	Vega	K405DS1036GAA & B	3 / 2	Decks, Utility Bldg.
18	178	14 X 56	1985	Scott Housing System	SHS4WGA32842016	2 / 1	Skirting, Steps
19	174	14 X 66	1986	Flintstone	F166S143CK9024GA	3 / 2	Skirting, Patio, Playhouse, Steps
20	173	14 X 66	1988	Fleetwood	FLFLH70A14209SP/2662	2 / 2	Skirting, Steps

PERSONAL PROPERTY INVENTORY LIST

Auction Item #	Lot #	Size	Year	Make	Serial No	Bedroom/ Bath	Exterior Improvements
21	172	28 X 68	1987	Nobility	N83344A & B	4 / 2	Skirting, Steps
22	170	14 X 76	1993	Clayton	10L23406	3 / 2	Skirting, Steps
23	169	14 X 76	1986	Liberty	O2L23731	3 / 2	Skirting, Deck, Steps
24	147	24 X 48	1990	Homestead	HMST5245A & B	3 / 2	Skirting, Steps
25	144	14 X 66	1983	Statler/Guerden	GDWGA518331190	2 / 2	Skirting, Screened Porch, Deck, Steps
26	004	14 X 66	1992	Destiny	30457GA	3 / 2	Skirting, Steps
27	005	14 X 66	1986	Schult	C205101	2 / 2	Skirting, Awning, Deck, Utility Bldg., Steps
28	012	14 X 76	1989	Fleetwood	GAFLLJ75A05572WE	3 / 2	Skirting, Deck, Steps
29	149	14 X 56	1991	Fleetwood	GAFLL75A108OWE	2 / 2	Skirting, Deck, Steps
30	015	14 X 66	1983	Riverbreeze	ROB06224AL	2 / 2	Skirting, Deck, Utility Bldg., Steps
31	155	14 X 56	1987	Fleetwood	AFLWE1AH167501824	3 / 2	Skirting, Awning, Steps
32	021	14 X 48	1986	Tift Home Series	4814DC1205	2 / 1	Skirting, Deck, Steps
33	022	28 X 56	1986	Guerdon	GD0CFL378511288A & B	3 / 2	Skirting, Decks, Carport, Storage Bldg.
34	083	12 X 56	1974	Vanderbilt	50901	2 / 1	Skirting, Decks, Utility Bldg.
35	084	14 X 76	1986	Granvelle/Redman	14800803	3 / 2	Skirting, Fabric Canopies, Steps
36	027	13 X 56	1979	Nobility	N80347	2 / 1.5	Skirting, Utility Bldg., Deck, Carport, Steps
37	028	14 X 66	1980	Haven/Homestead	HMST1420GA	3 / 2	Skirting, Deck, Steps
38	089	24 X 40	1985	Kemberly	KH40D3FB3335GAA & B	3 / 2	Skirting, Covered Deck, Screened Deck
39	033	12 X 60	1973	Checkmate	G6557	2 / 1	Skirting, Utility Bldg., Steps
40	035	14 X 56	1987	Liberty	O2L24970	2 / 2	Skirting, Deck, Utility Bldg., Dog Pen, Steps

PERSONAL PROPERTY INVENTORY LIST

Auction Item #	Lot #	Size	Year	Make	Serial No	Bedroom/ Bath	Exterior Improvements
41	036	14 X 56	1983	Nobility	N41692	2 / 2	Skirting, Deck, Steps
42	096	14 X 66	1987	Special	LFLSE1AH207013773	2 / 2	Skirting, Deck, Utility Bldg., Steps
43	043	14 X 70	1985	Thompson	TH1GA14X66257087	2 / 2	Skirting, Deck
44	048	14 X 66	1977	Vindale	T3981	2 / 2	Skirting, Steps
45	101	14 X 76	1991	Fleetwood	GAFLL07A21580BM	3 / 2	Skirting, Awnings, Covered Porches, Deck
46	052	14 X 66	1992	General	GMHGA247915738	3 / 2	Skirting, Deck, Steps
47	053	14 X 64	1980	New Moon	11414337	3 / 1.5	Skirting, Steps
48	055	14 X 66	1988	Edgewood/Fleetwood	GAFLHO7A14683EW	2 / 2	Skirting, Steps
49	107	14 X 76	1991	Horton	H942676	3 / 2	Skirting, Steps
50	108	24 X 40	1988	Eagle Trace/Fleetwood	GAF LH358A00025ET	3 / 2	Skirting, Deck, Steps
51	136	14 X 66	1992	Horton	H95400G	2 / 2	Skirting, Steps
52	135	16 X 76	1994	Weston/Fleetwood	GAF LR75A2183WE	3 / 2	Skirting, Steps
53	134	24 X 40	1995	Destiny	041757A & B	2 / 2	Skirting, Storage Shed, Steps
54	130	14 X 66	1988	Summit/Horton	H59669G	3 / 2	Utility Bldg., Steps
55	128	26 X 52	1989	Redman	13005508A & B	3 / 2	Skirting, Deck, Steps
56	126	14 X 66	1984	Flintstone	FS66S143FB1417GA	3 / 2	Skirting, Deck, Steps
57	121	16 X 60	1995	Fleetwood	GAF LR07A32575BM	2 / 2	Skirting, Utility Shed, Steps
58	117	14 X 56	1984	Challenger by Swit	SHS4WGA04840878	2 / 1	Skirting, Steps
59	116	16 X 76	1989	Fleetwood	GAF LK754A06649WE	3 / 2	Skirting, Deck, Steps
60	115	14 X 56	1988	Liberty	02L25766	2 / 1	Skirting, Steps