

- (ii) state in the **Notice** that a lienholder's lack of compliance in the allowed time will mean a civil administrative penalty may be imposed. The Registrar is authorized to consider numerous factors in determining the amount of a civil penalty including the lienholder's past non-compliance. **The minimum civil administrative penalty authorized by law is \$500 for a first offense but the other factors may substantially increase the amount owed.** The law allows the Registrar to dispense with written **Notice** and impose a civil administrative penalty if he/she is satisfied that the lienholder's action is part of a pattern of non-compliance or indicates a willful disregard of the statute.
- (iii) assess a civil administrative penalty if the Registrar is satisfied that the lienholder has not complied with the law in the time required after **Notice** has been sent (unless no Notice was required). The Registrar may set the civil administrative penalty **from the date of the Notice** and notify the lienholder of the amount and the due date for payment in full. Notification of the assessment of a civil administrative penalty will include information concerning the lienholder's right to a Hearing at the Registrar's offices in Boston if requested within the time required. Failure to respond within 21 days of the Notice date constitutes waiver of any right to a Hearing and any objection to the amount of the civil administrative penalty; and
- (iv) triple the amount of the assessed civil administrative penalty if the lienholder pays the original assessment late or fails to pay the entire sum when due. The law also authorizes the imposition of costs, interest, attorney's fees and additional costs and attorney fees incurred in collection.
A decision by the Registrar is deemed final and any appeal is through the Massachusetts court system under the provisions of MGL c.30A.

- ✓ Sales Tax fees: The lienholder is only exempt from tax if tax was paid by the borrower.

Legal Reference: MGL 90D §17(b)

VERY IMPORTANT: Do not release the lien on the title.

AFFIDAVIT OF REPOSSESSION

I/We, _____
Lienholder's name and address

DO HEREBY SWEAR, that there was due from

Debtor's name and address

the sum of \$ _____ secured by a valid lien dated _____
on the motor vehicle listed below:

Year _____ Make _____ Model _____

VIN. _____ Title No. _____

I/We further swear and affirm under the penalties of perjury that the default having been made in the payment by said date, that the debtor voluntarily surrendered the possession of said motor vehicle, to the undersigned lienholder on

_____, 20_____.
(Date)

OR:

I/We further swear and affirm under the penalties of perjury that default having been made in the payment of said debt,

the lienholder seized said motor vehicle without process of law on _____, 20_____
under authority of the conditions of the security interest contract. (Date)

The undersigned lienholder hereby certifies under the penalties of perjury that the motor vehicle herein described was lawfully repossessed under the terms of the valid agreement and not in conflict with the existing laws of the Commonwealth of Massachusetts, and in particular, Chapter 90D, Section 17b.

Signature: _____, 20_____
(Date)

Notarization: On this _____ day of _____, _____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed above, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary Public

Printed Name of Notary Public

_____/_____/_____
My Commission Expires

Place notary seal here