

Madison County, NY 2021 Tax Foreclosure Auction Bidder Registration Package

All auction registration takes place online, not in person.

First, bidders need to become a member of our website, NYSAuctions.com including entering a valid credit card number, **then** Register for the auction using their Member ID and Password.

Next, our staff will email an electronic Internet Bidding Packet to complete using e-signature verification (You will upload your government issued ID also).

Bidders will be notified if registration is incomplete.

Bidders will be Approved to bid on the Monday prior to the auction.

ALL documents must be received in our office by 4:00PM, on the Monday prior to auction. NO EXCEPTIONS.

Late registrations cannot be guaranteed approval to bid.



Register for auction at NYSAuctions.com

Complete IBP via e-signature

"Approved" to bid the Monday, prior
to the auction

THANK YOU!

We are glad to have you participate in our tax foreclosure real estate auction. We use e-signatures to complete packet online making it completely safe, secure and convenient for you to participate!



Become a Member

1. Click "Become a Member" at top of screen at NYSAuctions.com.
2. Complete requested information, and click "Submit".
3. To be an Approved Member, please enter a valid credit card.
4. 'Register for Auction' using your Member ID and Password.



Registering as an Individual?

- Attach to your registration:
1. A photo of your driver's license.
 2. If two people are registering for the auction: i.e husband/wife or partners, attach both driver's licenses.



Registering as Corporation or LLC?

- Attach to your registration:
1. The FILING NOTICE from the state where your Corporation was recorded.
 2. The IRS/Treasury Department notice with your Federal Id Number.
 3. Complete Corporation Resolution. Form inside packet.

Any questions may be directed to our office staff at 800-243-0061 or e-mail at info@AARauctions.com.

Note: An Internet Bidder Registration Package must be completed for each auction that you wish to participate.

NYSAuctions.com | AARauctions.com



TERMS & CONDITIONS

INTERNET TERMS (in addition to standard terms below):

1. Registration. All bidders are required to register and provide suitable ID prior to the auction. Auctioneer reserves the right to decline registration if ID produced is not sufficient. A copy of the bidder's valid driver's license or passport must be provided to the auctioneer. NO EXCEPTIONS.
2. Bidder approval for internet. Complete the "Internet Bidder Registration Packet" sent via link in email sent from secure e-signature provider. Complete all required information areas where indicated and return to auctioneer/broker no later than 4:00 p.m. on Thursday, September 8, 2021 EST. This IBP is also available for review by visiting the auction listing 'Quick Links' at www.NYSAuctions.com. NO EXCEPTIONS.
3. No Recourse. Internet bidding through our Provider is offered as a service to our customers, and bidders shall not hold Madison County and/or Absolute Auctions & Realty, Inc., responsible for any failure due to the loss of the internet connection supplied to Absolute Auctions & Realty, Inc. and Haroff Auction & Realty Inc., by the Provider.

PROCEDURES:

1. Maps of the parcels will be available for viewing in the lobby of the Madison County Office Building, Wampsville, NY during regular business hours. Maps of the parcels will also be available by visiting <http://www.NYSAuctions.com> and click on the "Madison County Tax Foreclosure Real Estate Auction."
2. During the online auction, bidders must sign in to bid at NYSAuctions.com.
3. All required bid deposits must be made with either the credit card, entered within the Internet Bidding Packet, or by bank check that was mailed to auctioneer prior to the auction opening for bidding. At the close of the online auction, immediately upon being declared the successful high bidder, auction personnel will create a "Contract of Sale and Receipt of Deposit," a Real Property Transfer Form (RP-5217) and a Real Property Tax Return (TP-584) and charge the credit card or apply bank check for the required deposit amount. Bidders will be emailed these documents after the auction has closed for bidding.

STANDARD TERMS:

1. Contract of Sale. The successful bidder will be sent a "Contract of Sale and Receipt of Deposit" at the end of the online auction. Note: Purchaser must provide social security number or federal tax identification number at the time of bidder registration. This information is required when recording documents are filed. The Real Property Transfer Report (RP-5217) requires the signature of the seller and buyer. You will be required to sign the RP-5217 and the TP-584 form via e-signature link at the close of the online auction.
2. Buyer's Premium. Purchaser shall be responsible for the payment of an eleven percent (11%) buyer's premium (a 1% buyer's premium discount will be given for cash or guaranteed funds.)
3. Bid Deposit. If the successful bid plus the 10% or 11% buyer's premium and 1.5% advertising fee totals under \$500, the full amount of the bid, buyer's premium, advertising fee and recording fees must be deposited immediately upon being declared the successful high bidder. Otherwise, a deposit of 25% equal to the sum of the bid plus the, 10% or 11% buyer's premium is required.
4. Type of Tender. Deposit can be either: cashier or teller check or credit card (MasterCard, Discover or VISA) for the required down payment. Credit card deposits are limited to the down payment requirements stipulated in paragraph #3 above. All instruments must be made payable to: MADISON COUNTY TREASURER. No third party checks will be accepted. No exceptions.
5. Full Payment of Bid. The balance of the successful bid, the 1.5% advertising fee, recording fees and the balance of the 10% or 11% buyer's premium must be submitted to the Madison County Treasurer no later than 4 p.m. on Friday, September 24, 2021. NO EXCEPTIONS. MasterCard, Discover and VISA payments can be accepted for any balances due by the Madison County Treasurer, but there will be an additional 3% fee.
6. Deed Description. The same description will be used in the tax deed issued as was used when title was conveyed to Madison County. The popular description listed in the auction notice has been obtained from the local assessor's inventory file and is for ease of identification only, NOT for a deed description. Each parcel is defined by a section, block and lot number.
7. Deed Recording. The Madison County Treasurer will record the deed. The deed will be issued as soon as possible after acceptance by the Madison County Board of Supervisors.
8. Possession. The purchaser may not take possession of the premises until the deed has been recorded. Possession of the parcel may be subject to the occupancy of previous owner(s) and/or tenant(s). It shall be the sole responsibility of the purchaser to obtain possession.
9. Prior owners: The Planning, Economic Development, Environmental & Intergovernmental Affairs Committee reserves the right to reject any and all bids received from the prior owner, the prior owner's spouse or children for each specific parcel.
10. Deed Restriction. Madison County reserves the right to require that the deed issued will contain a restriction prohibiting the sale of the property sold at auction to the prior owner, the prior owner's spouse or children for a period of five years.
11. Who Can Bid? Anyone can bid except members of the Madison County Board of Supervisors, the Madison County Treasurer and any auctioneers and employees of Absolute Auctions & Realty Inc. Successful bids submitted by any public officer or employee of Madison County or any other municipal corporation in Madison County will be reviewed by the Planning, Economic Development, Environmental & Intergovernmental Affairs Committee for possible conflict of interest. Acceptance or rejection of the bid will be based on this review.
12. Who Cannot Bid? Anyone who has bid and defaulted on completing and closing on any past Madison County Tax Auction property is hereby barred and prohibited from participating in this or any future Madison County municipal auctions. In such event when a previously defaulting party manages to register, bid and become the high-bidder, any and all such monies tendered as a deposit shall become immediately forfeit and that transaction shall be null and void as to the buyer whether acting alone or in concert with others. Any bidder that has delinquent taxes in the Madison County Treasurer's Office at the time of the auction will not be allowed to bid.
13. Taxes. The successful bidder will be responsible only for those town, county, village and school taxes levied on or after June 1, 2021 including interest, penalties and statutory fees due upon payment of the tax. There will be no other town, county village and/or school taxes due. As this sale coincides with the return of unpaid village and/or central school taxes, purchaser will have until November 30, 2021, to make payment of the unpaid 2021-22 village and/or school taxes along with interest and penalties at the Madison County Treasurer's Office. All 2021-22 village and/or school taxes remaining unpaid on December 1, 2021, will be relieved on to (added to) the 2022 town and county tax bill. Purchaser will

be responsible for any unpaid town, village water or sewer rents and fees or charges, whether customary or not, levied on a town or village tax bill.

14. Default. Default by purchaser or failure to meet these rules, terms and conditions will result in forfeiture of the required deposit. NO EXCEPTIONS.

NOTICE TO BIDDERS

Madison County will sell the following property and premises and will convey "AS IS" subject to occupancy of former owner(s) and/or tenant(s), conditions, restrictions, zoning, actions of town and/or building inspectors, etc. affecting the said parcel of premises and to such facts as would be disclosed by a survey and inspection. The County of Madison makes no warranty or representation as to the condition, dimensions, location or physical existence of the property described herein, or to the marketability of its title, and the purchaser assumes all risk thereto. It shall be the responsibility of the purchaser to investigate all aspects of the status of the parcel and/or premises. Prior to sale, the purchaser or agent should have conducted any investigation he/she may deem necessary including, but not limited to:

1. The status of the title and description of the property.
2. The existence of any liens or encumbrances or easements affecting the property.
3. The effect, if any, of all local laws, ordinances, Department of Environmental Conservation regulations and/or other legal restrictions or conditions which may affect the premises, including but not limited to, any of the following: zoning, presence of any possible toxic or harmful wastes, water, subdivision regulations, and any and all other matters pertaining to public health.
4. Title X of the Housing and Community Development Act of 1992 – "Residential Lead-Based Hazard Reduction Act of 1992" Exempts Foreclosure Sales from the requirement of the Act and therefore Madison County makes no representation to the existence or nonexistence of Lead based paint in any homes in this sale.
5. Under section 7425(d) of the Internal Revenue code the IRS has the right to redeem any property which is subject to a Federal Tax Lien within 120 days from the date of this sale. If the Internal Revenue Service chooses to act upon their right to redeem the successful bidder will receive back from the Internal Revenue Service their purchase price with interest. Any property being sold subject to a known Federal Tax Lien will be designated by the words "Federal Tax Lien."
6. Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and sold subject to the provisions of law applicable thereto.
7. Bidder acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Bidder also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards, mold, asbestos or any other hazardous substances.
8. All bidders are advised to personally inspect the premises and to examine title to the premises prior to the date of the auction EXCEPT those parcels that have been deleted from the auction listing.
9. MADISON COUNTY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE, except that Madison County has complied with requirements of Article 11 of the Real Property Tax Law of the State of New York regarding the Tax Foreclosure proceeding. All known rights of redemption under said provisions of law have been extinguished by the tax foreclosure proceedings.
10. Madison County reserves the right, in its sole discretion, to withdraw from the auction any of the properties listed on the schedule of real property, at any time. The County Treasurer or Deputy County Treasurer, has the sole discretion to make decisions concerning the conduct of the auction, prior to and during the auction, including, but not limited to the method of sale for each parcel or groups of parcels.

AT THE AUCTION

11. All bidders are required to register and provide suitable personal identification, such as a driver's license or passport, at registration. Auctioneer reserves the right to decline registration if identification is not sufficient. Individuals acting on behalf of others, not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized. Incorporated entities (Inc., Corp., LLC, etc.) are required to provide AT REGISTRATION: 1) a copy of the state entity incorporation filing receipt, 2) EIN number and 3) a corporate resolution duly embossed with incorporation seal authorizing the registrant to purchase real property for said entity.
12. All bidders are required to use the bidder number issued to them for all purposes associated with the auction. A bidder may not bid on behalf of a party who is on the prohibited bidder list.
13. All required deposits must be paid in full for all successful bids immediately upon being declared the successful bidder. Any successful bidder, who fails to tender the deposit, will be forbidden to participate in this auction. Any parcels which Madison County did not receive deposits for, as per these terms and conditions, will be considered defaulted, and the bidder will be disqualified from further bidding. Furthermore, upon a default in payment for any one parcel, either during the auction or subsequent thereto, the bidder shall not be permitted to purchase any other parcel(s) bid on, and any deposit monies paid thereon will be forfeited to Madison County.
14. The successful bidder must provide information necessary to complete, and shall execute the necessary forms and documents required for recording the deed in the Madison County Clerk's office. The bidder executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid, unless the County agrees in writing. The deed prepared will be in the name of the successful bidder (and spouse) only. No third party bidding will be accepted, unless the bidder identifies that he is bidding as an agent for a disclosed principal, or unless the bidder is a lawyer.
15. At the auction, the auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the proceeding bid.
16. The successful bidder will be sent a "Contract of Sale and Receipt of Deposit" upon being declared the high bidder at the close of the auction. The approval of each bid by resolution by the Madison County Board of Supervisors will bind the bidder only and Madison County reserves the right to reject any bid prior to recording the deed.
17. The successful bidder shall be responsible for the payment of an eleven percent (11%) buyer's premium (1% buyer's premium discount for cash or other guaranteed funds) in addition to the accepted purchase price, and advertising fee of 1.5% of the bid price, and the deed recording fees. The "buyer's premium" is the fee/commission earned by the auctioneer. Accepted purchase price is the amount bid by the highest bidder, which will need to be approved by the Madison County Board of Supervisors.
18. The former owner of the property, or his agent, shall not be deemed to be the successful bidder on the property or purchase of same at the public auction.

19. \$500 or 25% of the total contract price (total contract price is the combination of the high bid and the buyer's premium as defined above in paragraph 17), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of a "Contract of Sale and Receipt of Deposit." Total contract prices selling for \$500 or less must be paid in full at the auction, including, advertising fee, auctioneer fee, and deed recording fees. All deposits must be made in credit card (MasterCard, VISA or Discover), cash or guaranteed funds (bank check, tellers check/cashier's check) payable to "Madison County Treasurer" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). NO EXCEPTIONS. Wire transfers will not be accepted.
20. The Purchaser(s) paying by credit card(s) understands and agrees that all deposits collected by credit card(s) will be turned over to the Madison County Treasurer. The purchaser paying by credit card(s) agrees that they shall NOT attempt a charge back on their credit card(s) used in this/these transaction(s) for any reason whatsoever. In such event that a charge back is initiated by Purchaser and that such attempt is upheld in favor of Auctioneer/Madison County, Purchaser agrees and authorized to compensate Auctioneer with \$750 recovery fee as a new charge to their credit card(s) without requiring additional Purchaser signature(s). Failure to pay such recovery fee will result in collection action against said Purchaser(s).

AFTER THE AUCTION

21. All bids are subject to approval by the Madison County Board of Supervisors through resolution. The Madison County Board of Supervisors shall have the right to reject any bid for any reason whatsoever.
22. The entire balance of the accepted purchase price, the buyer's premium, advertising fee and the deed recording fees must be paid in cash or guaranteed funds payable to the Madison County Treasurer and received by the Madison County Treasurer's Office on or before September 24, 2021. The County is not required to send further notice to a purchaser. If the purchaser fails to pay the balance showing on the "Contract of Sale and Receipt of Deposit", the deposit shall be forfeited and the purchaser will be banned from all future Madison County land auctions.
23. If the successful bidder fails to tender such amount due by the close of business on September 24, 2021, then the County may, but is not obligated, to offer any unsold property to the second highest bidder. All terms and conditions for the sale set forth herein above shall apply to the second highest bidder and/or any other purchaser.
24. In the event that a sale is cancelled by court order or judgment, the successful bidder shall be entitled only to a refund of any deposit and recording fees paid. If the bid is rejected by the Madison County Board of Supervisors, any refund will be returned without interest. Purchasers agree that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements made to the property or for taxes paid during the period of ownership.
25. All sales shall be final, absolute and without recourse once title has been transferred and the deed has been recorded. In no event, shall Madison County and/or Absolute Auctions & Realty Inc. be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors or assignees, arising from this sale and conveyance.
26. Conveyance shall be by tax foreclosure deed only, containing a description of the property as it appeared on the tax roll for the year upon which Madison County acquired title or as corrected up to the date of the deed. The deed will be recorded by the Madison County Treasurer's Office upon compliance with and payment in full pursuant to the terms and conditions of the "Contract of Sale and Receipt of Deposit" and upon approval of the bids by the Madison County Board of Supervisors. **POSSESSION OF PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED IN THE MADISON COUNTY CLERK'S CONVEYING TITLE TO THE PURCHASER. TITLE VESTS UPON RECORDING OF THE DEED.** It is agreed between Madison County and the purchaser that delivery and acceptance of the deed occurs upon recording of the deed.
27. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
28. Evictions, if necessary, are solely the responsibility of the successful bidder. PLEASE NOTE: All bidders are advised that the properties are sold subject to the rights of tenants or persons otherwise occupying the properties, if any. Responsibility to evict any tenants or take similar action concerning occupancy of the premises is the sole responsibility of the bidder. Eviction proceedings are subject to NYS law including any Executive Orders of the Governor and Administrative Orders of the NYS court system.
29. By acknowledging and executing these Terms & Conditions, the bidder certifies that he/she is not acting on behalf of the former owner(s) of the property against whom Madison County foreclosed and has no intent to defraud Madison County of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assignees shall convey the property to the former owner(s) against whom Madison County foreclosed within sixty (60) months subsequent to the date of the auction. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to Madison County and consents to immediate entry of a judgment by Madison County for said amounts (A copy of the within Terms & Conditions executed by the bidder/purchaser shall be attached to and warrant the filing of an Affidavit of Confession of Judgment.)
30. Bidder gives permission for Auctioneer and those acting pursuant to its authority to photograph, video tape, or use any other electronic method of recording my likeness and/or voice to be used at the Auctioneer's discretion in auction-related publications and/or websites.

Signature: _____

Printed Name: _____

SS/Fed. ID Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number (_____) _____

E-Mail Address: _____

Signature: _____

Printed Name: _____

Social Security Number: _____

Bidder Number (for office use only):

CREDIT CARD FORM



NYSAuctions.com
Attn: Bidder Registration Clerk
Physical address: 45 South Avenue, Pleasant Valley, NY 12569
Mailing address: PO Box 1739, Pleasant Valley, NY 12569
Office Phone: (800) 243-0061

Credit card registration form (Visa, MasterCard and Discover Card only).

Billing Name and Address:

Name: _____

Street: _____

City: _____

State: _____ Zip Code: _____

Phone number _____

E-mail address: _____

Credit Card #1:

Card Number: _____

Expiration Date: _____ Verification Number on rear of card: _____

Exact Name as printed on card: _____

Billing Name and Address:

Name: _____

Street: _____

City: _____

State: _____ Zip Code: _____

Phone number _____

E-mail address: _____

Credit Card #2 (Optional):

Card Number: _____

Expiration Date: _____ Verification Number on rear of card: _____

Exact Name as printed on card: _____

By signing this authorization form, I (hereafter "Buyer") agree to the following terms and conditions:

1. Every property is sold "as-is." Neither the auctioneer nor the seller makes any warranties or representations of any kind or nature with respect to said property. All sales are final. Brochure descriptions are for simple identification purposes only; there is no representation, expressed or implied, as to condition of property, warranty of title, right of access or suitability for a particular use. Buyer relies on his/her own inspection and judgement when bidding. Should a dispute arise after the auction, auctioneer's records shall be conclusive in all respects.
2. Buyer will be responsible for the mandatory deposits as per the Terms and Conditions of the respective auction.
3. Buyer agrees to pay any and all charges and expenses incurred by reason of any breach of terms and conditions of auction or in case of default, including, without limitation, reasonable attorney's fees, as well as any dollar deficiencies which may result in the resale of the property, and the cost of re-marketing said property. Additional commissions shall be due and payable.
4. The Buyer paying by credit card, understands and agrees that all deposits collected by credit card will be turned over to the respective municipality. **The Buyer paying by credit card agrees that they shall NOT attempt a chargeback on their credit card used in this transaction for any reason whatsoever.**

Signature: _____

CONTRACT SIGNATURE

I, , agree that by placing my signature on this page I agree that my signature on this page is as good as signing the actual contract of purchase on parcels that I bid on over the internet and that I am declared the high bidder at the Madison County Tax Foreclosure Real Estate Auction being held on Thursday, September 16, 2021. I also agree that by my signing of the Terms and Conditions of the Auction, that the real property being sold at auction is being sold as-is, with any and all faults and that I accept this property in that condition.

Signature:

PHOTO DRIVERS LICENSE

Place Photo Drivers License here
and photocopy this page.

SAMPLE. Complete this document digitally via email link from DocuSign.



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Jennifer Gableman, Broker (print name of licensee) of Absolute Auctions & Realty (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

(☒) Seller as a (check relationship below) (☐ Buyer as a (check relationship below))

(☒) Seller's agent

(☐ Buyer's agent

(☐ Broker's agent

(☐ Broker's agent

(☐ Dual agent

(☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

(☐ Advance informed consent dual agency

(☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form: signature of { } Buyer(s) and/or { } Seller(s):

Date: _____

Date: _____

LEAD PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

* (d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ☒ JAG Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller <u>Cindy J. Edick</u>	Date _____	Seller _____	Date _____
Purchaser <u>Jennifer Gableman</u>	Date _____	Purchaser _____	Date _____
Agent <u>Jennifer Gableman - Absolute Auctions & Realty, Inc.</u>	Date _____	Agent _____	Date _____

AGRICULTURAL DISTRICT DISCLOSURE NOTICE

Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and sold subject to the provisions of law applicable thereto.

"It is the policy of this state and this community to conserve, protect and encourage the development and improvement of the agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but are not limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances."

Date: _____	Date: _____
Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
Corporation name (if applicable): _____	



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website
https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



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For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Jennifer Gableman, Broker (print name of Real Estate Salesperson/
Broker) of Absolute Auctions & Realty/NYSAuctions.com (print name of Real Estate company, firm or brokerage)

(I)(We) _____

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

CORPORATE RESOLUTION AUTHORIZING INDIVIDUAL OR OFFICER TO ACT

Date: _____, 20____

On this day, _____

(Print Name of Acting Individual or Officer)

is hereby authorized to tender bids and sign contracts to purchase real property at the

_____ County/Town/City Tax Foreclosure Auction in the state of _____
(Print Municipality) (State)

on behalf of _____
(Print Name of Incorporated Entity)

by _____,
(Print Authorizing Officer Name) (Title)

Signature: _____

Affix seal here if required by municipality.

Identification of Incorporated Entity Ownership (Must total 100%)

Name	Street	City, State Zip	Taxpayer ID	Ownership %
Total %				

Witness: _____, NYSAuctions.com Representative
(Print Name)

Signature: _____

A new state law has imposed new requirements for certain real estate transfer tax filings. Effective September 13, 2019, when a limited liability company (LLC) is the grantor or grantee in a deed transfer of a one- to four-family residence or a residential condominium, the following forms cannot be accepted for filing unless accompanied by documentation that identifies the names and business addresses of all members, managers and other *authorized persons* of the LLC:

- [Form TP-584](#), *Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax*; and
- [Form TP-584-NYC](#), *Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax for the Conveyance of Real Property Located in New York City*.

The required documentation must include a list of all members, managers and other authorized persons of the LLC. If any member of the LLC is itself an LLC or other business entity, the names and addresses of the shareholders, directors, officers, members, managers and/or partners of that LLC or other business entity must also be provided until ultimate ownership by *natural persons* is disclosed.

The documentation should include the name, business address and taxpayer identification number for each individual and entity. In addition, documentation should demonstrate that 100% of the ownership of each entity has been reported.

Authorized person means a person, whether or not a member, who is authorized by the operating agreement, or otherwise, to act on behalf of an LLC or foreign LLC.

Natural person means a human being, as opposed to an artificial person, who is the beneficial owner of the real property. A natural person does not include a corporation or partnership, natural person(s) operating a business under a d/b/a (doing business as), an estate (such as the estate of a bankrupt or deceased person), or a trust.

Form TP-584 (7/19) and Form TP-584-NYC (7/19) and their corresponding instructions will be revised to instruct filers of this new requirement. However, in the meantime, the required documentation should be included as an attachment to the existing form.

Date of this notice: [REDACTED]-2012

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: [REDACTED]

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 [REDACTED]/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

ONLINE FILING RECEIPT

ENTITY NAME: YOUR NEW COMPANY, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: NASS

FILED:01/01/2025 DURATION:***** CASH#:xxxxxxxxxxxxxxxxxx

FILE#:xxxxxxxxxxxxxxxxxxxxxxxxxxxxx
DOS ID:1234567

FILER:

EXIST DATE

01/01/2025

ADDRESS FOR PROCESS:

THE LLC
123 YOUR STREET
YOUR TOWN, NY 12345

*Filing receipt from New York Dept. of State
issued upon initial filing of the Articles of Organization
(LLC Formation Document)*



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: HUBCO-29
SERVICE CODE: 29

FEE: 210.00

PAYMENTS 210.00

FILING: 200.00

CHARGE 0.00

TAX: 0.00

DRAWDOWN 210.00

PLAIN COPY: 0.00

CERT COPY: 10.00

CERT OF EXIST: 0.00

DOS-1025 (04/2007)

ONLINE1

Authentication Number: 1407300056 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>