

MONTGOMERY COUNTY ONLINE AUCTION TERMS
SEE BIDDER APPLICATION AND WEBSITE FOR ADDITIONAL DOCUMENTS AND
INFORMATION

By electronically or manually signing this certification and submitting along with all documents related to the Online Bidder Application, in exchange for bidding privileges, I hereby certify under penalty of perjury the following:

This contract and all related documents should be reviewed by your counsel prior to bidding as it contains terms and requirements which are not subject to modification, bid withdrawal or bid cancellation. By bidding on any property being offered for auction, you acknowledge that you have either: (1) reviewed the contract with your attorney or, (2) waived right of attorney review. Further note that failure of purchaser to secure financing prior to date of transfer does not constitute grounds for an extension or return of the Down Payment and Buyer's Premium. **Bidder Applications shall be reviewed and approved Monday – Friday 9:00 am to 4:00 pm.**

1. The property(s) offered for sale has/have been acquired by the County of Montgomery (hereinafter referred to as the "County") by Court Order pursuant to the provisions of Title 3, Article 11 of the Real Property Tax Law of the State of New York.

2. All potential Bidders/Buyers must become a member with Collar City Auctions (hereinafter referred to as the "Auction Company") at: **www.collarcityauctionsonline.com**

3. All Bidders/Buyers must register for this auction by submitting all required Bidder Application documents and then will be manually approved to bid once Bidder Application has been received, reviewed and approved by the Auction Company. **REGISTRATION CLOSES ON SEPTEMBER 21ST, 1:00 PM – NO EXCEPTIONS.** LATE REGISTRATIONS WILL NOT BE APPROVED.

4. **Former Owners are not permitted to participate in the Online Auction.**

5. NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUCTION IF THEY, OR A CORPORATION OR COMPANY THEY ARE AFFILIATED WITH, OWE PROPERTY TAXES (CURRENT YEAR OR PRIOR YEAR) TO THE COUNTY. ALL SUCH TAX LIABILITIES MUST BE PAID PRIOR TO THE AUCTION IN ORDER TO BID AT THE AUCTION. Previously defaulting parties (i.e. parties who have a property tax installment contract or have failed to pay taxes for prior tax years) are not allowed to bid until 1 year (twelve months) after the default is cured. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid without exceptions.

6. The property will be conveyed by the County to the purchaser by quit-claim deed, containing a description of the property known as tax map number and as it appeared on the tax roll for the year upon which the County acquired title or as corrected up to date of deed. The deed will be recorded by the County upon payment in full of the purchase price and all closing fees/costs. Possession of property is forbidden until the deed is recorded with the County conveying title to the purchaser. Title vests at the recording of the deed. It is agreed between the County and the purchaser that delivery and acceptance of the deed occurs upon recording of the deed, which shall constitute the transfer of legal title of the premises to the buyer.

7. Deeds shall convey title only to the person identified as the successful bidder whose bid has been accepted by the County Legislature, along with the successful bidder's spouse, if so desired. No deed shall be executed to convey title in the name of anyone other than the successful bidder, and bidder's spouse, if so desired.

8. The County and Auction Company will not furnish an abstract of title or an instrument survey map.

9. The County and Auction Company do not make any representations or warranties, expressed or implied:

- (a) concerning the quality or the condition of the title to the property, or the validity or marketability of such title; the ownership of any improvements on the property; the condition of the property and any improvements thereon or its fitness for any use; or the accuracy of the property description on the tax roll or in the notice of sale or any other advertisement of sale furnished by the County; or
- (b) that the property or any improvements thereon presently comply with building or zoning codes, or with any state or local laws or regulations. Any information concerning the property furnished by the County or any of its officers, employees, or agents shall not be deemed to include any such representations or warranties. Any promotional tools such as photographic slides, tax maps, written or verbal descriptions, etc. are for informational purposes only.

10. Any successful bidder, who fails to tender the deposit as outlined, will be forbidden to participate in this or any other auction for a period of 5 years (60 months). Any parcels where the deposit was not received at the close of the auction contract completion date will be considered defaulted. If a purchaser fails to close on the parcel(s) that he/she bids on at the auction, he/she will be prohibited from participating at future auctions held for the County of Montgomery for a time period of sixty months.

11. I acknowledge that I have received a complete bidder application and will not be approved to bid until the Auction Company has received my fully completed Online Bidder Application.

12. As specified in the "Online Bidder Application" I unconditionally acknowledge, agree and authorize the Auction Company to place a \$1,000.00 hold on my credit or debit card (**NO PREPAID CARDS OR AMERICAN EXPRESS ACCEPTED**) which will be released if I am not the successful bidder or you may include an official bank check made payable to Collar City Auctions, Inc. PERSONAL AND BUSINESS CHECKS WILL NOT BE ACCEPTED. Credit card hold will be released upon completion of the purchase and sale contracts for winning bidders and within ten (10) business days for non-winning bidders. The hold is required to be approved to obtain bidding privileges and will only be converted to a fully executable charge plus any additional fees due and shall be retained if the successful high bidder does not perform by completing the required purchase contracts and addendums by appointment on **Monday, October 2, 2023 and Tuesday,**

October 3, 2023 at Collar City Auctions, Inc. offices located at 9423 Western Turnpike, Delanson, NY 12053. I further unconditionally pre-authorize and grant permission to the Auction Company to charge my credit or debit card in full or part for all amounts, plus a \$750.00 default fee due if I default in any contractual obligations herein and forever forgo any and all rights to place a chargeback or dispute on any charge placed on my credit card related to my obligations agreed to herein as well as contained in the Online Bidder Application Credit/Debit Card Agreement and/or other auction related documents. If I attempt or do place any chargeback, file a dispute, or claim of any kind, or attempt to cancel any hold or charge of fees due now or in the future, I unconditionally grant the Auction Company pre-authorized permission to charge all monies due in full or increments as available. I further acknowledge, pre-authorize, and instruct my credit card company that if I file a dispute, chargeback, or any claim to block, reverse, or cancel any charge or hold placed by the Auction Company or the County that it is not valid. I further instruct and grant unconditional authorization and permission to my credit card company to void my chargeback, dispute, or requests of any kind now and forever. Additionally, I grant the Auction Company permission to charge my credit card now or at any time in the future an additional recovery fee, in full or increments, the amount of \$750.00 to cover their time involved with answering any chargeback, dispute, or claim now or in the future. I acknowledge that my credit card information provided on my Bidder Registration Application is valid and provided for manual keyed input regardless of if it is a chipped card. I also acknowledge and agree to reimburse the Auction Company and County all time, legal expenses, attorney fees incurred if I cause litigation or any claim that would cause these types of fees to be incurred. I further agree not to close or block any credit card in an attempt to prevent fees due from being charged to my credit card. I unconditionally acknowledge and agree that upon registering and entering my name and credit card information into the Auction Company's registration process that I am electronically signing and guaranteeing that I have read, fully understand, and agree to abide by and be bound by all related terms and related auction documents. I agree to be fully responsible for all associated costs involved with the resale, remarketing, and any deficiency if I default and the Auction Company and County must resell any property(s) due to my default. I agree that if I bid on multiple properties, these terms and all fees apply individually to each separate parcel.

13. I have read and agree to be bound by all terms herein and related auction documents as well as contained in the Montgomery County, NY Tax Property Online Bidder Application and fully and unconditionally understand and agree to abide by and be bound to them without exception.

14. By registering, I acknowledge I have sufficient funds to meet all requirements as called for by the terms within the Online Bidder Application as well as purchase agreement post auction. I agree to be fully responsible for all collection costs, plus reasonable attorney fees related to any and all collection costs incurred by the County or auction company if I default and fully understand that litigation between the County and any bidder or buyer will only be brought forth in Montgomery County Supreme Court and any litigation between the auction company and any bidder or buyer shall only be brought forth in Schenectady County Supreme Court.

15. Upon being declared the high bidder on a parcel, the Bidder as Purchaser will be contacted by the Auction Company to schedule an appointment which will take place at Collar City Auctions, Inc. offices located at 9423 Western Turnpike, Delanson, NY 12053 on **Monday, October 2, 2023 and Tuesday, October 3, 2023, from 9:30 am to 3:00 pm.** At that time the buyer will be required to execute the Contract of Sale Packet and remit the required Down Payment of (10%) Ten Percent of the bid price, (10%) Ten Percent Buyer's Premium, (1.5%) One and a Half Percent Advertising Fee, and \$300.00 Administrative Fee per property and based on the total on bid amount. If a bid price is \$1,000.00 or less, the total Bid Price (see item 27) must be paid in full at the time of contract completion. This means the bid price plus buyer's premium, advertising fee, administrative fee, and all applicable fees. **All monies must be paid by Cash or Official Bank Check (US Funds Only). THE FOLLOWING PAYMENT METHODS WILL NOT BE ACCEPTED: Credit Card, Debit Card, Pre-Paid Cards, Money Orders, Personal or Business Checks.**

16. The property will be sold as advertised and "AS IS" with absolutely no warranty or guaranty, expressed or implied. I agree to accept the property in, "AS IS" condition with all faults as defined in the Auction Rules/Terms/Contracts/Disclosures and Sales Contract. No representations of any kind are or have been made by the Auction Company, the County or their agents as to the title or physical condition of the property or as to the existence of any improvements thereon including water/well and sewer/septic systems. The sale of these properties is pursuant to a purchase contract. Failure of purchaser to secure financing prior to date of transfer does not constitute grounds for an extension or return of the down payment, buyer's premium, advertising fee or administrative fee. All information contained in the Auction Brochure and contained within the website of Collar City Auctions, Inc. and contained in the Online Bidder Application is supplied for informational purposes only and not guaranteed. Prospective purchasers are urged to fully research any property prior to bidding at auction. Furthermore, all parties agree to hold harmless the County, Auction Company and their agents from any errors and or omissions, injury and or other matter that may arise now or in the future.

17. I am an eligible buyer as defined in the Auction Terms, Online Bidder Application and Sales Contract Packet.

18. I certify:

- (a) I am not acting as an agent of any officer, stockholder of a corporation or general or limited partner of a partnership which owns any of the properties being offered for sale;
- (b) I do not own property in Montgomery County, either individually, jointly with another, through a corporation or partnership, which has two or more years of delinquent taxes;
- (c) I am not acting on behalf of, as an agent of, or a representative of any of the persons or entities set forth herein or above.
- (d) that I have not defaulted from the prior FIVE years' Montgomery County Delinquent Auctions. That by submission of a bid, each bidder and each person signing in person or electronically on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies that to the best of their knowledge and belief: The prices in a bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose

of restricting competition as to any matter relating to such prices with any other bidder or with any competitor. I acknowledge and understand that all my bids will be placed and accepted by the Auction Company at "MAX BID". This means whatever amount is bid will be accepted and posted as the current high bid.

19. I understand that in the event that I refuse or fail to complete my contractual obligations as a successful high bidder or if I fail to consummate purchase of any parcel at an auction I will immediately pay the Auction Company all fees due, including, but not limited to all down payment and buyer's premium monies, advertising fee and administrative fees due and the second highest bidder of that parcel, at the discretion of the County, shall be offered the opportunity to purchase the parcel, as a new separate transaction, at the amount of the second highest bid plus the buyer's premium, closing costs/fees, and such other amounts as are due under these terms and conditions of sale. Secondary sale is not grounds for any refund or release of performance obligations to initial bidder as purchaser.

20. I understand and agree that if at any time prior to the recording of the deed, the County determines that the Buyer is one of the persons set forth in paragraph 4, 5 and 6 herein or in violation of paragraph 8 herein, the County at its sole option shall declare the public online auction sales contract breached and the County shall retain any and all down payments made, and the Buyer shall forfeit all buyer's premium, advertising fee and administrative fee to the Auction Company paid or due and owing. I understand that if I am an elected official bidding on tax property within the local government jurisdiction that I serve, knowingly entering into a purchase contract is in violation of state law and may subject me to criminal and/or civil penalties including but not limited to: forfeiture of deposits, purchase price, buyer's premium, advertising fee, administrative fee and title to the subject property.

21. I agree to hold the County, Auction Company, and their agents and or principals to the extent permitted by law, harmless from any claims based on environmental hazards that may be present on any property I purchase. No representations have been made or will be made by the County or Auction Company as to the environmental condition or zoning compliance of any property.

22. I have received a copy of the pamphlet Protect Your Family from Lead in Your Home and I waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

23. I understand that only bids made by clearly using my user identification/user screen name will be accepted and that the bidding process will be recorded.

24. All parcels purchased by a Buyer must be paid for in full. Selective closings are not permitted. Failure to remit full payment on all parcels purchased at the auction will result in a forfeiture of all monies paid, which will be retained by the County and Auction Company as liquidated damages, and the cancellation of all sales to the Buyer.

25. All tax properties sold at auction are being sold subject to:

- (a) Rights of the public and others in and to any part of the premises that lies within the bounds of any street, alley, or highway.
- (b) Manufactured home, mobile home or trailer liens, if any.
- (c) All covenants, leases, easements and restrictions of record affecting said premises, if any.
- (d) Any state of facts that an accurate, currently dated survey might disclose.
- (e) Environmental conditions of property.
- (f) All New York State and Federal tax liens, if any.
- (g) All taxes due as applicable and disclosed on the date of the auction. It is understood that these taxes may not be exact and owing.
- (h) Current School, Village and/or Water/Sewer taxes/relevies, if any.

26. The premises being sold may be subject to tenancies and/or leases affecting the said premises. Buyer is to determine the existence and status of such interests and the applicable legal rights there to. Evictions, if necessary, are solely the responsibility of the Buyer after the recording and receipt of the deed.

27. The total Bid Price is the combination of the high bid, the buyer's premium, advertising fee, administrative fee and all applicable fees. The buyer shall enter into the required non-contingent purchase and sale agreement. All sales shall be final, absolute and without recourse, and in no event shall the County or Auction Company 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 assigns, against the County or Auction Company arising from this sale.

28. 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 thereby sold subject to the provisions of law applicable thereto.

29. All bids are subject to and contingent upon acceptance and approval by the County Legislature. The purchaser's bid will be submitted to the County Legislature on Tuesday, September 26, 2023. It shall be the purchaser's responsibility on Wednesday, September 27, 2023, after 12:00 Noon to visit the website of **Collar City Auctions, Inc. at www.CollarCityAuctionsOnline.com** to determine whether my bid was accepted or rejected by the County Legislature.

30. The purchaser must pay the balance of the Total Bid price together with the necessary recording taxes and fees (paid in cash, cashier's check, or bank check made payable to the Montgomery County Treasurer). Payment is to be brought to the Montgomery County Treasurer's Office, located at 20 Park Street, Fonda, NY, 12068, no **later than 3 PM on November 3, 2023**. Upon receipt of such payments, the deed will be recorded in the County Clerk's Office and mailed to the purchaser upon completion of the recording process. The purchaser may not assign his/her right to complete the sale. ALL DEEDS SHALL BE EXECUTED SOLELY IN THE NAME OF THE BIDDER (AND SPOUSE, IF REQUESTED) AS REGISTERED AT THE AUCTION. If the purchaser fails to make such payments, the sale shall be deemed cancelled, the County shall not be obligated to convey the property to the purchaser and the purchaser's deposit shall be retained by the County as liquidated damages. IF THE BALANCE DUE FROM BUYER(S) PLUS ANY ADDITIONAL CHARGES ON EACH PROPERTY PURCHASED AT AUCTION IS NOT RECEIVED IN FULL ON OR BEFORE **Friday, November 3,**

2023, BY 3:00 P.M. at the Montgomery County Treasurer's Office THE BUYER(S) SHALL IMMEDIATELY FORFEIT THEIR DOWN PAYMENT OR ANY PAYMENTS MADE WITHOUT RECOURSE AND THE PURCHASE AND SALE AGREEMENT SHALL BECOME NULL AND VOID FOR ANY OBLIGATION THE COUNTY AND AUCTION COMPANY HAD TO PURCHASER. Purchaser agrees and understands that the buyer's premium, advertising fee and administrative fee is deemed earned by Auction Company upon approval or acceptance of bid by the County and is non-refundable. This means when you become the successful high bidder through bidding. A sample Purchase and sale agreement is available online at www.CollarCityAuctionsOnline.com or call our office at 518-895-8150 x 3003 to request a sample be sent via USPS if you do not have internet access. No internet access? You may also place a bid utilizing our "Absentee Bid Form Contained within the "Online Bidder Application". Persons defaulting from prior year's auctions are disqualified for 5 years (sixty months) from participating in delinquent property tax auctions or acquiring title through such process.

31. The transfer costs/fees which the purchaser shall be required to pay, in addition to bid price, shall consist of:
 - (a) Filing fee for the Real Property Transfer Report (RP-5217) of \$125.00 if the property class code is 100-299, and \$250.00 if the property class code is 300-999.
 - (b) Capital Gains Transfer Tax is \$2.00 for every \$500.00
 - (c) Filing fee for TP-584, \$5.00
 - (d) Preparing, recording and filing of the deed, \$60.00 if the property class code is 200-299, and \$50.00 if the property class code is 100-199 or 300-999. 50 cents extra for each additional name and/or document notation.
32. Property Inspections: Please drive by ONLY. Improved properties may ONLY be inspected from the exterior. Please do not enter any improved properties. Please ONLY Drive by Occupied Properties. If an improved property appears to be occupied, you are only permitted to view from the road.
33. Purchasers are not responsible for payment of any delinquent Town/County Taxes that were owed prior to foreclosure. The purchaser IS responsible for the ENTIRE current year school bill and if applicable, current village bill and any outstanding water and sewer bills, regardless of date of ownership. The 2024 Town and County tax bills will be generated for each parcel and include any and all relieves owed and be the sole responsibility of the purchaser. It is solely the Bidder's responsibility to conduct all due diligence prior to bidding.
34. In order to avoid future delinquent charges, the new owner should immediately advise all tax collectors of the new ownership, and the address where future tax bills are to be mailed.
35. The County reserves the right to sell to the second highest bidder if Purchaser defaults.
36. The County Legislature reserves the right to accept or reject any or all bids, or to withdraw any parcel from the sale at any time prior to delivery of the deed to the purchaser.
37. In the event that a sale is cancelled by Court Order or judgment or by the County Legislature, the successful bidder shall be entitled only to a refund of the purchase money without any accrued interest. Purchaser shall not be entitled to special or consequential damages, attorney fees, reimbursement for any expenses incurred as a result of ownership or improvements of the property, nor for taxes paid during the period of ownership.
38. No personal property is included in the sale of any property and/or parcel(s) owned by the County of Montgomery. The disposition of any personal property located on, in, or under the property or parcel sold shall be the sole responsibility of the purchaser upon transfer of title. We recommend seeking legal advice regarding personal property left within or on any subject property before disposing of.
39. Notice to Real Estate Brokers/Agents: The Auction Company is acting in the capacity of a Real Estate Broker/Auctioneer and NOT as a Realtor on the auction of the properties contained herein. The Auction Company is NOT offering any cooperating brokerage fee to any outside brokerage company or agent for producing a bidder or purchaser at this auction. It is recommended that Brokers and/or Agents structure some type of compensation from the buyer they are representing.
40. Due to the nature of doing business over the internet, The Auction Company reserves the right to re-start bidding on any lot or lots or entire auction due to any technical or technology issue(s) experienced during the auction process. Furthermore, the bidder, bidder as purchaser or purchaser unconditionally agrees that neither the Auction Company nor the County or its principals, agents, servants, employees and subcontractors, shall be held liable or responsible, in any manner for damage, loss or claims arising out of or related to technical issues or acts of God which are beyond the reasonable control of the Auction Company and County as they may arise from or during the online auction process. The final decision of the Auction Company shall be final and binding.

I, the Bidder, acknowledge that I, read, write and fully understand the English language and further agree and acknowledge that I have fully read and, if felt necessary, reviewed all terms/bidder registration documents related to bidding and purchasing with my counsel. I further acknowledge that all information is true and accurate under penalty of law.