

COUNTY OF SCHENECTADY, NY REAL ESTATE AUCTION

TERMS AND CONDITIONS OF SALE

PARTIAL 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.

1. The property(s) offered for sale has/have been acquired by the County of Schenectady (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 and submit 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. **LATE REGISTRATIONS WILL NOT BE ACCEPTED OR APPROVED ONCE REGISTRATION HAS CLOSED ON OUR WEBSITE.**

4. Former owners will not be allowed to bid on their properties. No third parties shall be allowed to bid on behalf of a former owner.

5. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom the County Foreclosed tax liens and has no intent to defraud the 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 assigns shall convey, transfer, or assign the property to the former owner(s) against whom the County foreclosed.

6. 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. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid without exceptions.

7. 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 Schenectady County Clerk 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.

8. Deeds shall convey title only to the person identified as the successful bidder whose bid has been accepted by the Schenectady 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.

9. The County will not furnish an abstract of title or an instrument survey map.

10. The County does 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.

11. Any successful bidder, who fails to tender the deposit as outlined, will be forbidden to participate in this or any future auction. 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 Schenectady.

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

13. 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 provided credit or debit card **(NO PREPAID CARDS OR AMERICAN EXPRESS ACCEPTED)** OR you may include an official bank check made payable to Collar City Auctions, Inc. **PERSONAL AND BUSINESS CHECKS WILL NOT BE ACCEPTED.** This hold is required to be an approved bidder and obtain bidding privileges. Non-winning bidders will receive a full refund in approximately 10-business days post auction without any accrued interest. For winning bidders, credit card hold will be

released upon completion of the purchase and sale contracts. **Bidders should contact their credit card company if the hold is not released in prescribed time, any hold up of release is due to your credit card company.** This credit card hold will only be converted to a fully executable charge and retained if the successful high bidder does not perform and complete the required purchase contracts and addendums, by appointment on **Monday, June 5 and Tuesday, June 6,** at the Collar City Auctions, Inc. offices, located at 9423 Western Tpke, 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.

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

15. 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 any litigation between the County and any bidder or buyer will only be brought forth in Schenectady 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.

16. Upon being declared the high bidder of a parcel, the Bidder as Purchaser will be contacted by the Auction Company to schedule an appointment to execute the Contract of Sale Packet and remit the required Down Payment of 10% of the bid price plus 10% Buyer's Premium, and 1.5% Advertising Fee per property based on the total on bid amount. Appointments will take place on **Monday, June 5 and Tuesday, June 6 from 10:00 am to 4:00 pm** at the Auction Company offices, located at 9423 Western Tpke, Delanson, NY 12053. If a bid price is \$1,000.00 or less, the Bidder as Purchaser will be required to pay in full the bid price, buyer's premium, and all other required fees/costs at time of contract completion.

All monies must be made in CASH or Cashier's Check. Cashier's Checks must be payable to the Collar City Auctions, Inc. Escrow and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Association (NCUA). No exceptions.

17. 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 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 or buyer's premium. All information contained in the Auction Brochure and contained within the website of Collar City Auctions, Inc., and 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.

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

19. (a) I am not the prior owner of any of the properties being offered for auction.

(b) I am not an immediate family member of a prior owner.

(c) I am not in any way acting on behalf of, as an agent of, or as a representative of the prior owner.

(d) 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.

(e) I do not own property in the County of Schenectady, either individually, jointly with another, through a corporation or partnership, which has delinquent taxes.

(f) 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.

(g) In accordance with the requirements and prohibitions set forth in Article 18 of the General Municipal Law, sitting members of the Schenectady County Legislature are precluded from bidding on any parcels included in the auction. Members of Town Boards for each Town in the County of Schenectady are precluded from bidding on any parcels located in their respective Towns. I am not an elected or appointed official, (nor the spouse, minor child or dependent, thereof) involved in the assessment, tax levy, budget making or tax rate

setting process in any municipality in the County of Schenectady, including but not limited to Assessors, Board of Review Members, Town Board Members, Town Supervisors, Village Trustees, Village Mayor, County Bureau of Finance, County Attorney, County Legislators, County Clerk, and County Real Property Tax Director;

(h) I have never defaulted from a prior County of Schenectady Tax Auction. 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.

20. 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, the second highest bidder of that parcel, at the discretion of the County of Schenectady, shall be offered the opportunity to purchase the parcel 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.

21. 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 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, and title to the subject property.

22. I agree to hold the Auction Company, County, 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 as to the environmental condition or zoning compliance of the property.

23. 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.

24. 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.

25. 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.

26. 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) Village tax liens, if any.

i) Back delinquent taxes are forgiven, and the Buyer shall not be liable for any previous taxes owed by the former owner.

27. 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 of and receipt of the deed.

28. The total Bid Price is the combination of the high bid, the buyer's premium, 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 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 arising from this sale.

29. 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.

30. All bids are subject to acceptance by the Schenectady County Legislature. The purchaser's bid will be submitted to the Legislature on **June 13, 2023**. It shall be the purchaser's responsibility on **June 15, 2023**, to visit the Collar City Auctions, Inc. website at www.CollarCityAuctionsOnline.com to determine whether their bid was accepted or rejected by the Legislature.

31. The purchaser must pay the balance of the purchase price **in cash or certified bank check, payable to the Schenectady County Treasurer**, together with the necessary recording taxes and fees not later than **June 30, 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 on or before **June 30, 2023**, then 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 **June 30, 2023, BY 4:00 P.M.** at the County of Schenectady Treasurer's Office, 620 State Street, Schenectady, NY 12305, 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 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 3001 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 eighteen months from participating in delinquent property tax auctions or acquiring title through such process.

32. **Special Conditions For Certain Properties: "Referred to as Addendum D".** These properties are sold subject to special conditions including a release of the County and Auction Company from any environmental liability and indemnification of the County and Auction Company for any claim or demand based on the environmental condition of the property. **Properties in which filing Addendum D is necessary will have an additional \$20.00 fee.** Contact Collar City Auctions Inc. to receive a copy of the "Addendum D" via email at reception@collarcityauctions.com prior to bidding.

33. 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 is classified as agricultural, a 1-3 family dwelling, an apartment, or condominium, and \$250.00 if the property is otherwise classified (vacant, commercial, entertainment, community service, industrial, public service, forest, etc.)
- b) Filing fee for combined Capital Gains Transfer Tax Affidavit \$5.00
- c) Preparing, recording, and filing of the deed, \$55.00
- d) **Addendum D filing fee, if applicable, \$20.00**

34. Property Inspections: Please drive by vacant land parcels. 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.

35. Purchasers are not responsible for payment of any delinquent County property taxes prior to the foreclosure. Purchasers will, however, be responsible for a pro-rated portion of the 2023 property tax bill, the 2023-2024 school and/or village bill or any water, sewer rents or other charges that may be levied on subsequent bills. It is solely the bidder's responsibility to conduct all due diligence prior to bidding. Please contact the County with any questions regarding tax amounts.

36. 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.

37. All bids are subject to and contingent upon approval and acceptance by the Schenectady County Legislature. The County reserves the right to sell to the second highest bidder if Purchaser defaults.

38. The Schenectady 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.

39. In the event a sale is cancelled by Court Order or judgment or by the Schenectady County Legislature, the successful bidder shall be entitled only to a refund of the purchase money. 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.

40. No personal property is included in the sale of any property and/or parcel(s) owned by the County of Schenectady. The disposition of any personal property located on, in, under or on the property or parcel sold shall be the sole responsibility of the purchaser upon transfer of title.

41. 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.

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.

Print Name

Signature

Date

Print Name

Signature

Date