

IMPORTANT: PLEASE READ

Cattaraugus County - Bidder Pre-Registration Package

ALL of the Pre-Bidder Registration documents must be complete:

- Registration documents incomplete or missing pages will be rejected and you will not be approved to bid. ALL documents must be received in our office by 4:00PM, Wednesday, May 15, 2019.

NO EXCEPTIONS.

- 3 pages need to be notarized by a Notary Public; Contract Signature page, Registration form & Photo Driver's License page.
- Return to:

AUCTIONS INTERNATIONAL
11167 BIG TREE ROAD
EAST AURORA, NY 14052

If registering as a **Corporation**, provide the following:

- Copy of FILING NOTICE received from state where Corporation was recorded.
- Copy of notice received from Internal Revenue Service/Treasury Department stating Federal Identification Number assigned to Corporation.
- Resolution from Corporation Board of Directors authorizing whomever to purchase property on behalf of the Corporation. This original copy must include an impression created by your corporate stamp. A copy is available to download via the portion of the Chemung County web listing on AuctionsInternational.com.

If registering as a **Limited Liability Corporation (LLC)**, provide the following:

- Copy of FILING NOTICE received from state where your LLC was recorded.
- Copy of notice received from Internal Revenue Service/Treasury Department stating Federal Identification Number assigned to Corporation.

Any questions may be directed to our office staff at 800-536-1401

or

E-Mail us at info@AuctionsInternational.com.

Note: If you are not a high successful bidder, this form will be destroyed.

You must submit the respective Bidder Pre-Registration Package for each auction that you wish to bid online.



Auctions International, Inc.

11167 Big Tree Rd, East Aurora, NY 14052 • 800-536-1401

Agricultural District Disclosure Notice

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 productions 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.”

The execution of the following shall also act as an acceptance of the terms and conditions set forth regarding this auction.

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Corporation name (if applicable): _____



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 Richard Klisiewicz III (print name of licensee) of Auctions International (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) _____ 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	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Contract Signature page:

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 and that I am declared the high bidder at the Cattaraugus County Tax Foreclosure Real Estate Auction being held on Saturday, May 18, 2019. 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: _____
Your signature MUST be notarized, see below.

On this _____ day of _____ before me personally appeared _____ to me known and who by being duly sworn, acknowledged to be the person described in and who executed the foregoing consent and he/she duly acknowledged to me that he/she executed the same.

Signature: _____
Notary Public



Auctions International

11167 Big Tree Road, East Aurora, NY 14052
Phone: 800-536-1401 Fax: 800-569-3334

Pre-Registration Form

Billing Information:

Name: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____

Postal Code: _____

Day Phone: _____

Evening Phone: _____

Additional Buyer (Optional): _____

Please print clearly!
All information on this form
must be legible to be considered complete

Credit Card Information:

Card Type (Circle one): **Visa** **MasterCard** **Discover**

Card Number: _____

Expiration Date: _____ / _____

Verification Code: _____

Available Credit Limit: \$ _____

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: _____
Your signature **must** be notarized to be accepted.

On this _____ day of _____ before me personally appeared _____ to me known and who by being duly sworn, acknowledged to be the person described in and who executed the foregoing consent and he/she duly acknowledged to me that he/she executed the same.

Signature: _____
Notary Public

Photo Drivers License Page - Please print clearly! All information on this form must be legible. Unreadable applications will be destroyed.

Place Driver's License Here
And Photocopy This Page

Signature: _____
Your signature must be notarized to be accepted

Place Driver's License Here
And Photocopy This Page
(Additional Buyer)

Signature: _____
Your signature must be notarized to be accepted

On this _____ day of _____ before me personally appeared _____ to me known and who by being duly sworn, acknowledged to be the person described in and who executed the foregoing consent and he/she duly acknowledged to me that he/she executed the same.

Signature: _____
Notary Public

IMPORTANT

On-Site Bidder Registration Information:

Persons attending the on-site auction must complete their registration documents in the presence of our staff. All registrants must provide valid photo ID issued by a Federal, State or County agency. A Photo Driver's License is recommended. You will need to provide your Social Security Number as part of the registration process.

Instructions For Registering As An Individual:

You will need all of the following on the day of sale:

- A valid form of photo ID issued by a Federal, State or County agency (i.e. Driver's License)
- You will need to provide your Social Security Number
- Proper down payment funds specified by the "Terms of Sale"

Instructions For Registering As A Limited Liability Company (LLC):

You will need all of the following on the day of sale:

- A copy of the Filing Notice that you received from the state where your LLC was recorded.
- A copy of the notice that you received from the Internal Revenue Service / Treasury Dept. stating the Employer Identification Number (EIN) that was assigned to your company.
- Proper down payment funds specified by the "Terms of Sale"

Instructions For Registering As A Corporation:

You will need all of the following on the day of sale:

- A copy of the Filing Notice that you received from the state where your LLC was recorded.
- A copy of the notice that you received from the Internal Revenue Service / Treasury Dept. stating the Employer Identification Number (EIN) that was assigned to your company.
- A resolution from the Corporation Board of Directors authorizing whomever is attending the sale to purchase property on behalf of the Corporation. This must be an original copy and bear the impression created by your corporate seal.
- Proper down payment funds specified by the "Terms of Sale"

Instructions For Registering And Bidding On Behalf of Another Individual:

You will need all of the following on the day of sale:

- A limited power of attorney authorizing you to bid on behalf of said individual.
- A photocopy of valid ID issued by a Federal, State or County agency (i.e. Driver's License) of the absentee bidder.
- Proper down payment funds specified by the "Terms of Sale"

If you are not a successful high bidder all registration documents will be destroyed.



Auctions International, Inc.

11167 Big Tree Rd, East Aurora, NY 14052 • 800-536-1401

CORPORATE RESOLUTION AUTHORIZING INDIVIDUAL
OR OFFICER TO ACT ON BEHALF OF CORPORATION

Date _____, 20_____

On this day, _____
(Name of 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
(Municipality)

_____ on behalf of _____
(Name of Incorporated Entity)

by _____, _____
(Title)

Signature: _____

Affix seal here.

Witness: _____, Auctions International representative

Print Name: _____

