

CATTARAUGUS COUNTY ANNUAL PROPERTY AUCTION
TERMS AND CONDITIONS

1. All Properties sold “As Is—Where Is”. The Purchaser assumes all environmental risks associated with the Property being conveyed. County makes no representation as to the zoning compliance of the property.
2. Any promotional tools, such as slides, tax maps, etc., are for informational purposes only. Seller and/or Auctioneer neither guarantees nor warranties anything as to location, dimensions, parcel use or size.
3. The County of Cattaraugus can only sell real property that has been assessed. It cannot sell any personal property on the premises. The disposition of that personal property is the responsibility of the successful bidder FOLLOWING THE CLOSING OF THE SALE, by contacting the former owner.
4. Any Rights of Way, Easements or Covenants in existence at the time of the County Foreclosure remain and will be binding on the successful bidder.
5. County will pay all water and sewer bills levied prior to the auction for service periods prior to the auction.
6. The successful bidder shall be responsible for payment of the applicable current city and village taxes related to the Spring Auction, and the School taxes related to the Fall Auction, at the time that the bidder tenders the bid balance to the County.
7. All Properties are sold subject to subsequent County Legislature confirmation. The County Legislature reserves the right to reject any or all bids, at their sole discretion, for any reason whatsoever.
8. Possession of the property is forbidden until the deed is recorded with the Cattaraugus County Clerk, conveying title to the purchaser. Title Vests upon recording the deed. It is agreed between the County and the purchaser that delivery and acceptance of the deed occurs upon recording the deed.
ABSOLUTELY NO TRESPASSING SHALL OCCUR. This will be enforced for the protection of the seller and of the buyer. Violation can stop the sale and violators could be prosecuted.
9. The County Legislature reserves the right to reject any bids if the bidder has violated the Terms and Conditions of this sale, or a violation of Law as related to a particular property before, at the time of, or subsequent to the given auction, and at the discretion of the Treasurer, violator could be barred from future auctions.
10. The County will convey by Quit-Claim Deed only, with no warranty or representation as to the marketability of the title. After approval of the County Legislature, and after payment of the accepted purchase price, along with any applicable current taxes, and closing fees/costs, deed filing fee, the deed will be recorded by the county in the Clerk’s Office.
11. At the auction, the successful Bidder is required to deposit 20% of the bid price (to be applied to the purchase price) and 10% buyer premium (4% discount if you use cash or guaranteed funds) 20% deposit and buyer premium are both non-refundable, in the form of **cash, money order, certified check, or VISA, Mastercard, or Discover** (no personal or business checks, no AmEx card). If the highest bidder fails to tender the 20% deposit along with the 10% buyer premium (6% after discount) before the deadline on the auction date, then the second highest bidder shall be notified and be given

opportunity to tender their own high bid to the County. If the second highest bidder fails to tender the high bid price to the County by the deadline established on the Auction date, then the parcel will be re-auctioned on the same date, and neither the 1st bidder nor the 2nd bidder may participate in the rebid. All bidders should pay for their parcels immediately, and all 2nd bidders should stay until they are sure that the parcel is paid for, for which they are a back-up bidder.

12. Any bidder who refuses to pay for one or more of their parcels cannot purchase any other parcel at that auction, and may be prohibited from bidding at future auctions.
13. Bid for \$250 or less must be paid in full at the auction, and is non-refundable. Other fees such as any applicable current tax, or deed filing fee will still have a 30-day deadline.
14. Once the auctioneer accepts a bid and down-payment is made, no refunds will be made.
15. All bidders must hold a bidder number paddle provided by the auction company.
16. Any mailed bid received prior to the public auction shall be accompanied by 20% of the bid along with 10% (or discounted 6%) buyer premium by Cashier's check. In the event there are no other bidders, auctioneer will ask if anyone wishes to be considered the second bidder at that minimum bid amount.
17. All decisions regarding disputes shall remain totally within the auctioneer's discretion.
18. Auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.
19. The auctioneer and the seller shall remain forever immune from any and all liability concerning any personal injury or property damage occurring before, during or after the auction, no matter what the cause.
20. At the time the auctioneer declares the final and highest bid, the buyer will be required to sign the Purchase Agreement.
21. If a buyer cannot be present, he shall bid through a representative appointed by signed Power of Attorney, which document shall be submitted at the time of registration.
22. Deed must be made out according to either registration information, or Power of Attorney document.
23. If the successful bidder does not tender payment in full within 30 (thirty) days after adoption (by the County Legislature) of the bid, the 20% of the total bid price will be forfeited to Cattaraugus County. Buyer's premium is also non-refundable. Seller is not responsible for payment of interest on deposit whether closed or not.
24. Successful bidder/purchaser shall certify that he/she does not represent the former owner/owners of the property against whom the County foreclosed, and agrees that he/she shall not convey the property to the former owner(s) within 24 months subsequent to the auction date. If such transfer occurs, purchaser understands that he/she may be found to have committed fraud and/or intent to defraud and will be liable for any deficiency owed to the County as related to the auction price compared to the foreclosed amount.
25. No sale of tax title property shall be made to any County Legislators, Legislator's spouse or dependent children.