

**CAYUGA COUNTY
TAX FORECLOSED REAL ESTATE
LIVE PUBLIC AUCTION
AUCTION PROCEDURE, TERMS &
BIDDER CERTIFICATION**

**CAYUGA COUNTY MAKES NO WARRANTY AS TO THE ACCURACY AND
COMPLETENESS OF THE PROPERTY INFORMATION CONTAINED IN THIS BID
PACKAGE. PROSPECTIVE BIDDERS SHOULD RELY ON THEIR OWN INSPECTION
AND INVESTIGATION OF EACH PROPERTY ON WHICH THEY BID.**

AUCTION PROCEDURE, TERMS & BIDDER CERTIFICATION

I. AUCTION PROCEDURE

1. Upon arrival at the auction, all parties interested in bidding must register with the auctioneer. A valid driver's license or other form of state issued photo ID and social security number/EIN are required to register. Anyone intending to act as agent on behalf of another person, entity or business must disclose principals on whose behalf they intend to bid. They will also need to provide the auctioneer with an official letter designating that individual as agent authorized to bid in this auction. Failure to disclose any of this information may result in disqualification from bidding in the auction. To complete the registration process, prospective bidders or their agent must execute a copy of the auction terms and bidder certification form below.
2. Upon completion of the registration process, the auctioneer will provide prospective bidders with a bid card number.
3. The County Treasurer's Office will review the list of registered prospective bidders to confirm that property taxes are current on the real property located in Cayuga County that is owned by the prospective bidder or for which the prospective bidder has an ownership interest in. The county will also review other ineligibility criteria at that time.
4. The auction will officially begin once the auctioneer completes reading the Terms and Conditions related to the auction.
5. Parcels will generally be auctioned in the order they appear in the auction booklet.
6. Only bids made by clearly raising the bid card and recognized by the auctioneer or designee will be accepted.
7. The auctioneer will determine and announce the number of the successful bidder for each parcel.
8. Successful bidders shall immediately report to the County Treasurer's staff table to complete the bid process. If a successful bidder intends to bid on multiple parcels at the auction, they may inform the Treasurer's Staff of their intent and make a request to complete the bid transaction later in the auction.
9. Failure to complete a bid transaction in a timely manner may result in awarding the parcel to the underbidder or rebidding the parcel later in the auction.

II. TERMS OF AUCTION AND SALE¹

A. GENERAL TERMS

1. Title to the parcel of real property included in this auction was acquired by the County of Cayuga ("County") pursuant to Article 11 of New York State Real Property Tax Law.
2. Title will be conveyed to buyers by Quit Claim Deed transferring the County's interest in the parcel of real property ("parcel"). The County makes no warranties or representations regarding the validity, marketability or insurability of title or the ownership of any improvements on the parcel.
3. All information provided by the County or its agents at this auction with respect to individual parcels is for identification purposes only and is neither a guarantee nor a warranty as to location, dimensions, parcel use, size, or any other information expressed or implied.

¹ These Terms of Auction and Sale apply only to those properties to which Cayuga County holds title. For properties in the City of Auburn, see attached "City of Auburn – Terms of Sale."

4. The parcel is being sold subject to any tenancy, possessory interest and/or lease affecting the said premises. Buyer is responsible for determining the existence and status of any such interests and the applicable legal rights thereto. Eviction actions, if necessary, are solely the responsibility of the buyer.
5. The parcels are sold in their “as is” condition as of the date of the auction, and the County makes no representation or warranty with respect to the condition, physical existence, location, acreage, existence of improvements, intended use of, or accessibility to the parcels. The “as is” nature of this sale includes the environmental condition of the parcels. The County has not done an evaluation of the environmental condition of the parcels and makes no representation with regard thereto. In consideration of allowing buyers to bid at the auction, buyers agree to refrain from making any claim against the County with regard to any environmental condition and agree to be responsible for removing any environmental hazard found on the property. Buyers further agree to hold the County and its agents harmless from any claims hereafter made against the County based on environmental hazards that may be present on any property purchased at this auction. No County employee or agent has any authority to make any warranty or representation of any nature regarding the condition of any parcel.
6. The County is not responsible, at any time, for obtaining access to the buildings located on the parcels for the purpose of inspection of the condition or for any other purpose.
7. The County does not own any personal property located on the parcels, and such personal property is not included in the sale of any parcel. The disposition of any personal property located on the premises is the sole responsibility of the buyer. By signing this Auction Terms & Bidder Certification, the buyer agrees to indemnify and hold harmless the County, its officers, employees and agents, with respect to any claim, including reasonable attorney fees and costs, made against the County, its officers, employees and agents, with regard to personal property located on the parcels.
8. The County or its agents make no representations as to the zoning compliance of the parcels.

B. BIDDING

9. The following persons are NOT ELIGIBLE to bid or purchase parcels of property in the auction: (a) any immediate previous owner of the properties being offered for sale at the time they were foreclosed; (b) anyone acting on behalf of, as agent of, or as a representative of the said immediate previous owner(s); (c) an officer or stockholder, or director, or employee, or spouse, of a Corporation or Limited Liability Company or General or Limited partner of a partnership which owned any of the properties being offered for sale when they were foreclosed; (d) anyone who owns property in the County of Cayuga which is currently tax delinquent, either individually or jointly with others, or has ownership interest through an entity of any kind; (e) anyone acting on behalf of, as agent of, or representative of, any of the persons or entities set forth in sub-paragraph (c) or (d) above; and (f) any of the following officials or anyone acting on behalf of or for the benefit of same including members of the households of: County Treasurer, County Administrator, County Attorney, County Legislators, Clerk of the County Legislature, and Real Property Director, or any county employee of the county offices of Treasurer, Administrator, Attorney, Legislature, Clerk of the Legislature, and Real Property (“Ineligible Bidders”).

10. All prospective bidders shall register at the auction with the auctioneer or designee. A valid driver's license or other form of state issued photo ID and social security number/EIN are required to register. Prospective bidders must also disclose principals on whose behalf bidder will be bidding. Failure to show proper ID and disclose principals will result in disqualification from bidding.
11. All prospective bidders must receive an Auction Booklet or Bid Package outlining properties in the auction and the Auction Terms and Bidder's Certification. Upon reviewing same and submitting properly executed Auction Terms and Bidder's Certification, eligible bidders shall receive a bid number permitting them to participate in the auction. **The County reserves the right to reject any bidder that has defaulted in any manner at a previous sale.**
12. Only bids made by clearly raising the bid card and acknowledged by the auctioneer or designee will be accepted. The bidding process will be electronically recorded.
13. The Director of Real Property Tax Services and the Auctioneer reserve the right, at their option, to group one or more properties into a single bid sale.
14. The Auctioneer shall have the sole authority to resolve any disputes which may arise between bidders and may immediately re-offer the parcel for sale to the highest bidder upon resolution of disputes.
15. Successful bidders will be notified and confirmed at the auction, at which time successful bidders will be required to execute a Memorandum of Purchase and pay the following in cash, check, MasterCard or Visa (Note, all credit card payments are subject to a convenience fee assessed on each transaction by the credit card processing company.):
 - a. **buyer's premium of 10% of the bid; PLUS**
 - b. **deposit of 20% of bid; PLUS**
 - c. **administrative fee of \$200**Please note the **\$200 administrative fee is in addition to the recording fees** required to be paid to the County within 30 days of the auction. All payments at the auction must be made in U.S. funds, and checks must be drawn on U.S. banks only.
16. Any successful bid of \$500 or less shall be paid in full at the auction, together with the buyer's premium and administrative fee.
17. Notwithstanding anything contained herein, the County reserves the right to reject bids should the County become aware of violation by the bidder of these Terms or violation of law as to a particular property before, at the time of, or subsequent to the given auction.

C. COMPLETION OF SALE

18. Successful bidders, shall be required to pay the balance of the purchase price due to the County Treasurer within thirty (30) days from the date of auction. Memorandum of Purchase received at the auction should be brought in when paying balance due. Payments for the balance of such purchase price within the thirty (30) day period shall be by cash, bank check, MasterCard, Visa, money order or equivalent. Note, all credit card payments are subject to a convenience fee assessed on each transaction by the credit card processing company.
19. If the successful bidder fails to pay the balance of such purchase price within said thirty (30) day period, 10% buyer's premium, the 20% deposit, the administrative fee and any other amounts paid,

may be forfeited and retained by the County, at the option of the Tax Foreclosure Real Property Review Group as defined in County Policy #80.

20. The County will not provide an abstract of title, instrument survey, or title insurance to successful bidder. Those items may be obtained at the bidders' option and sole expense.
21. **Once the purchase price balance has been paid in full with the County Treasurer, the successful bidder shall immediately go to, or contact, the County Office of Real Property Tax Services to complete and sign the transfer paperwork.** At that time, the successful bidder will be required to pay recording fees incidental to the transfer of title, which are in addition to the purchase price.
22. Buyer's ownership of the property commences only upon the County's delivery of the quit claim deed. The quit claim deed shall be considered delivered upon recording, which the County will do on buyer's behalf only after:
 - a. buyer has paid the full purchase price (inclusive of buyer's premium and administrative fee),
 - b. signed the necessary transfer documents (TP-584 and RP-5217) and
 - c. paid the recording fees

The County Office of Real Property Tax Services will return the original executed deed to the buyer approximately 4-6 weeks after recording (the length of time it takes an outside vendor hired by the County to index and digitize the files on behalf of the County Clerk).

23. If the apparent successful bidder ("High Bidder") fails to pay the balance or complete the sale, the High Bidder shall be notified, in writing, of the County's intent to retain the buyer's premium, deposit, and administrative fee. The next highest bidder ("Back Bidder") on the subject property shall then be notified by the County Director of Real Property Tax Services of the failure of the High Bidder to complete the sale, and the Back Bidder shall be given a reasonable opportunity to complete the transaction at his or her bid amount pursuant to these Terms. If the Back Bidder does not purchase, the parcel may be included in a future auction.

III. BIDDER CERTIFICATION

By signing this Bidder Certification and returning it in exchange for a bid number, I hereby certify under penalty of perjury the following:

1. I have access to a copy of the Live Public Auction Cayuga County and City of Auburn, NY Tax Foreclosed Real Estate Catalog containing the Auction Procedures, Terms & Bidder Certification, and Auctioneer's Notes; a copy of the Agricultural District Disclosure Notice; and the Protect Your Family From Lead in Your Home pamphlet.
2. I have read all of the above documents; understand them and agree to be bound by them.
3. I am not an Ineligible Bidder, as defined above in the Terms of Auction and Sale.
4. I have sufficient funds to meet the payment requirements as called for by the Terms of Auction and Sale.
5. I understand that only bids made by clearly raising my bid number card and acknowledged by the auctioneer or designee will be accepted and that the bidding process will be electronically recorded.
6. I understand that by submission of a bid, each bidder, and each person signing 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 or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.

7. I understand that if I am the successful bidder, I will be required to sign a Memorandum of Purchase and tender the required payments immediately following my bid. Failure to do so may result in my bid rights being revoked at the discretion of the County.
8. I understand that a 10% buyer's premium and a \$200 administrative fee, per parcel, will be added to my final bid and that both are due, together with my 20% deposit, upon signing the Memorandum of Purchase.
9. If I am the successful bidder on a parcel sold for a bid amount of \$500 or less, I agree to pay in full the purchase price, including 10% buyer's premium and \$200 administrative fee, upon signing the Memorandum of Purchase at the auction.
10. I understand that if I pay in full for a property upon signing the Memorandum of Purchase, I must contact the County Office of Real Property Tax Services to complete the transfer documents and pay the recording fees.
11. I understand that in order to complete the sale after the auction, I am responsible for paying all recording fees connected with the transfer at the time I sign the transfer documents at the County Office of Real Property Tax Services. Failure to complete the sale or pay the required amounts may result in forfeiture of rights to bid at this and/or future auctions. The County reserves the right to revoke and restore bidder rights at its discretion when a bidder does not complete the sale.
12. I understand that if at any time prior to the recording of the deed, the County determines that a successful bidder is an Ineligible Bidder, as defined in the Terms of Auction and Sale, or otherwise violated the Terms of Auction and Sale or Bidder Certification, the County, at its sole option, may declare the Memorandum of Purchase breached and null and void, and the County may, at its option, retain the buyer's premium, deposit, administrative fee and any other payments made. The County reserves the right to restore or reinstate bid rights if rights have been previously revoked.
13. I agree to accept the property in "AS IS" condition as defined in the Terms of Auction and Sale.
14. 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. I understand that the County office conducting this sale has not inspected the property for lead paint hazards for this sale and thus does not know whether they exist. Unless otherwise stated in the auction catalog, the County office has no reports of lead paint hazards associated with the properties.

FORM ALL BIDDERS MUST COMPLETE

BIDDER NUMBER
Official Use Only

INDIVIDUALS/NON-BUSINESSES	
SOC. SECURITY #	- -
NAME 1 <small>(must be present)</small>	<small>(name as to appear on deed)</small>
NAME 2 <small>(if not present use agent process below)</small>	<small>(name as to appear on deed)</small>
STREET ADDRESS	
CITY, STATE, ZIP	
PHONE	()
EMAIL ADDRESS	
SIGNATURE(S)	

BUSINESSES & AGENTS FOR OTHER PARTY	
FED E.I.N. / SSN	- -
AGENT NAME <small>(Requires a notarized letter authorizing agent to bid on behalf of another party or entity)*</small>	Yes or No <small>to appear on deed?</small>
DEED OWNER <small>(If not present at auction, must provide letter authorizing agent to bid on their behalf and will be required to sign transfer documents)*</small>	
BUSINESS NAME <small>(Provide business name if to appear on deed)</small>	
STREET ADDRESS	
CITY, STATE, ZIP	
PHONE	()
EMAIL ADDRESS	
SIGNATURE(S)	

AUCTION STAFF: _____ **DATE:** _____

* IMPORTANT NOTE: Any agent bidding on behalf of another person or entity must include a notarized letter signed by both the agent and the other party, and in order to complete the sale, the additional named persons intended to appear on the deed will be required to sign transfer documents authorizing the addition of their name as a buyer at the time of completion of sale.