

# **IMPORTANT: PLEASE READ**

## **Chemung County - Internet Bidder Registration Package**

### **You should only complete and return this paperwork if:**

- You are not planning on attending the auction in person **AND**
- You would like to participate online

ALL of the Internet Bidder Registration documents must be complete:

- Registration documents incomplete or missing pages will be rejected and you will not be approved to bid via the internet. ALL documents must be received in our office by 4:00PM, Friday, March 27, 2020.  
**NO EXCEPTIONS.**
- 3 pages need to be notarized by a Notary Public; Contract Signature page, Credit Card 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.

### **Become a Member at [www. AuctionsInternational.com](http://www.AuctionsInternational.com):**

- Click "Register" at top of screen.
- Complete the multi-part form.
- After completing this form and returning it to our office call us to activate your account at no charge.
- Use your Username and Password to register to bid online.

### **Already A Member?**

- Complete the multi-part form and return it to our office.
- Use your Username and Password to register to bid online.

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

**or**

E-Mail us at [info@AuctionsInternational.com](mailto:info@AuctionsInternational.com).

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

**You must submit the respective Internet Bidder 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](http://www.dos.state.ny.us)

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## **New York State Disclosure Form for Buyer and Seller**

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### **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.*

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### **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:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input checked="" type="checkbox"/> Seller's agent                         | <input type="checkbox"/> Buyer's agent                         |
| <input type="checkbox"/> Broker's agent                                    | <input type="checkbox"/> Broker's agent                        |
| <input type="checkbox"/> Dual agent  |  |
| <input type="checkbox"/> 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 over the internet and that I am declared the high bidder at the Chemung County Tax Foreclosure Real Estate Auction being held on Tuesday, March 31, 2020. 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

### Credit Card Authorization Form

#### Billing Information:

Name: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Day Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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:

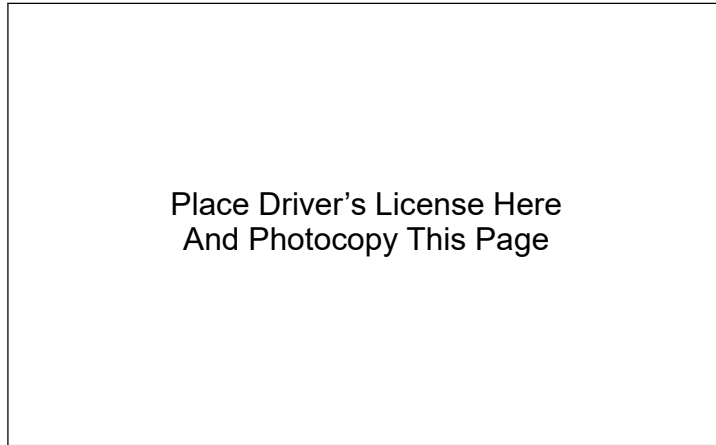
- 1) Every property is sold "as-is." Neither the auctioneer nor the seller makes any warranties or representations of any kind or nature with respect to said property. All sales are final. Brochure descriptions are for simple identification purposes only; there is no representation, expressed or implied, 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.



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