

# Dutchess County, NY October 22, 2025

## Tax Foreclosure Auction

### Bidder Registration Package

All auction registration takes place online, not in person.

First, bidders need to become a member of our website, NYSAuctions.com including entering a valid credit card number, then Register for the auction using their Member ID and Password.

Next, our staff will email an electronic Internet Bidding Packet to complete using e-signature verification (You will upload your government issued ID also).

Bidders will be notified if registration is incomplete.

Bidders will be Approved to bid on the Monday prior to the auction.

ALL documents must be received in our office by 4:00PM, on the Monday prior to auction. NO EXCEPTIONS.

Late registrations cannot be guaranteed approval to bid.



Register for auction at NYSAuctions.com

Complete IBP via e-signature

"Approved" to bid the Monday, prior  
to the auction

## THANK YOU!

We are glad to have you participate in our tax foreclosure real estate auction. We use e-signatures to complete packet online making it completely safe, secure and convenient for you to participate!



#### Become a Member

1. Click "Become a Member" at top of screen at NYSAuctions.com.
2. Complete requested information, and click "Submit".
3. To be an Approved Member, please enter a valid credit card.
4. 'Register for Auction' using your Member ID and Password.



#### Registering as an Individual?

- Attach to your registration:
1. A photo of your driver's license.
  2. If two people are registering for the auction: i.e husband/wife or partners, attach both driver's licenses.



#### Registering as Corporation or LLC?

- Attach to your registration:
1. The FILING NOTICE from the state where your Corporation was recorded.
  2. The IRS/Treasury Department notice with your Federal Id Number.
  3. Complete Corporation Resolution. Form inside packet.

Any questions may be directed to our office staff at 800-243-0061 or e-mail at [info@AARauctions.com](mailto:info@AARauctions.com).

**Note: An Internet Bidder Registration Package must be completed for each auction that you wish to participate.**

# NYSAuctions.com | AARauctions.com



# CREDIT CARD FORM



NYSAuctions.com  
Attn: Bidder Registration Clerk  
Physical address: 45 South Avenue, Pleasant Valley, NY 12569  
Mailing address: PO Box 1739, Pleasant Valley, NY 12569  
Office Phone: (800) 243-0061

**Credit card registration form (Visa, MasterCard and Discover Card only).**

**Billing Name and Address:**

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

Street: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone number \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Credit Card #1:**

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_ Verification Number on rear of card: \_\_\_\_\_

Exact Name as printed on card: \_\_\_\_\_

If you need to provide CC from another person, email [info@nysauctions.com](mailto:info@nysauctions.com) with name and email for that person for CC form.

**Billing Name and Address:**

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

Street: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone number \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Credit Card #2 (Optional):**

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_ Verification Number on rear of card: \_\_\_\_\_

Exact Name as printed on card: \_\_\_\_\_

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: \_\_\_\_\_



# TERMS & CONDITIONS

TERMS FOR INTERNET BIDDING (in addition to standard terms below):

1. Registration: All bidders are required to register and provide suitable I.D. prior to the auction, all registrations will take place ONLINE. The Internet Bidding Packet (IBP) will be emailed via electronic link once bidder registers for the auction at NYSAuctions.com. A sample IBP can be found at the top of the auction web listing approximately 30 days prior to the auction. Auctioneer reserves the right to decline registration if I.D. produced is not sufficient. A copy of the bidder's valid driver's license or passport must be provided to the auctioneer. NO EXCEPTIONS.
2. If you are registering as a Corporation you need to additionally enclose a copy of the following:
  - a. A copy of the FILING NOTICE that you received from the state where your Corporation was recorded.
  - b. A copy of the notice that you received from the Internal Revenue Service/Treasury Department stating the Federal Identification Number that was assigned to your Corporation.
  - c. A resolution from the Corporation Board of Directors authorizing whomever to purchase property on behalf of the Corporation.

If you are registering as a Limited Liability Corporation (LLC) you need to additionally enclose a copy of the following:

- a. A copy of the FILING NOTICE that you received from the state where your LLC was recorded.
  - b. A copy of the notice that you received from the Internal Revenue Service/Treasury Department stating the Federal Identification Number that was assigned to your Corporation.
3. Bidder Approval: In order to bid online, you will need to complete the Internet Bidding Packet (IBP) that will be emailed to you via electronic link from DocuSign. A sample IBP can be found at the top of the auction web listing approximately 30 days prior to the auction. Completed documents must be received by auctioneer/broker no later than 4:00PM on Monday, October 20, 2025, to be approved to bid online for this auction. NO EXCEPTIONS.
4. No Recourse: Internet bidding through our Provider is offered as a service to our customers, and bidders shall not hold Dutchess County and/or Absolute Auctions & Realty, Inc., responsible for any failure due to the loss of the internet connection supplied to Absolute Auctions & Realty, Inc. by the Provider.

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## STANDARD TERMS:

1. Buyer's Premium/Advertising Fee: Purchaser shall pay an eleven percent (11%) buyer's premium for credit card deposit and 10% buyer's premium for cash or guaranteed funds deposit in addition to the accepted bid price and an advertising fee of 1.5% of the bid price.
2. Down Payment: \$250 or 20% of the total contract price (contract price is the bid price + buyer's premium), whichever is higher, shall be paid as a down payment upon execution of a contract of sale immediately upon being declared the successful high bidder. ONLY CASH, CREDIT CARD (MASTERCARD, VISA or DISCOVER CARD ONLY), MONEY ORDER OR BANK CHECK (Tellers/Cashier's Check) MADE PAYABLE TO "DUTCHESS COUNTY COMMISSIONER OF FINANCE" WILL BE ACCEPTED. GUARANTEED FUNDS MUST BE RECEIVED AT AUCTIONEER'S OFFICE LOCATED AT 45 SOUTH AVENUE, PLEASANT VALLEY, NY 12569 NO LATER THAN MONDAY, OCTOBER 20, 2025 AT 4PM TO RECEIVE 10% BUYER'S PREMIUM. NO EXCEPTIONS.
3. Closing Costs: Purchaser shall pay the following closing costs: Filing Fee for Combined Gains Transfer Tax Affidavit of \$5, Filing Fee of \$5 for Town of Red Hook Transfer Tax, and all recording and other fees required by the Dutchess County Clerk. Fees are subject to change by law without further notice.
4. Balance Due: The balance due, including closing costs and the 2025 Town/County Tax if any, shall be paid by cash, money order or bank check made payable to "Dutchess County Commissioner of Finance" on or before November 14, 2025. Credit Card payment is NOT acceptable for balance due. TIME IS OF THE ESSENCE. Failure to timely pay balance due shall constitute default and forfeiture of down payment.
5. Recording Information: Purchaser shall provide all information necessary for recording the deed and shall execute all required documents prior to close of auction.
6. Deed: Conveyance shall be by quitclaim deed, with the description of the property to be by tax grid number. The deed shall be recorded by the County after payment in full and returned to purchaser by the County Clerk's Office. The County will only issue a deed in the name of the successful bidder, no exceptions. If purchaser does not complete and return transfer documents needed to file the deed, purchaser forfeits their rights to the property.
7. No Warranty:
  - a. All real property, including any buildings thereon, is sold "AS IS", without any representation or warranty whatsoever, and is subject to: 1) any facts a survey or inspection of the parcel would disclose; 2) applicable zoning/land use/building regulations/easements of record or matters of public record; 3) all federal or state taxes, liens, delinquent water and/or sewer rents, other local charges, mortgages or judgments not extinguished from the parcel by foreclosure proceedings.
  - b. All informational material such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, and verbal descriptions or directions by the auctioneer are for identification purposes only and represent no warranty or guarantee as to accuracy or otherwise.
  - c. There is no representation, express or implied, as to condition of parcel, warranty of title, right of access, or suitability for

a particular use. RESEARCH BEFORE YOU BID.

8. No Recourse: All sales shall be final and without recourse, and in no event shall Dutchess County and/or Absolute Auction & Realty, Inc., be liable for any defects in title for any cause whatsoever. No claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors or assigns, against Dutchess County and/or Absolute Auction & Realty, Inc., arising from this sale.

9. Right of Withdrawal: By Resolution No. 244 of 1997, the County of Dutchess adopted a Land Disposition Policy which provides that the former landowner has the exclusive opportunity to reacquire his/her property through the payment of all back taxes, fees and incurred interest cost after the conclusion of the in rem proceedings but only until 5:00 P.M. on the day prior to the next county auction of properties, subject to approval by the County Legislature. After that time the County shall not remove any properties from auction absent a direction to do so from a court of competent jurisdiction.

10. Confirmation of Sale: A bid shall be considered an offer to purchase subject to the acceptance of the County. If the bid is accepted, a contract of sale will be forwarded to the bidder for their records. No bid shall be considered unless the bidder fully complies with the Terms and Conditions of Sale. The following criteria will be used to determine the adequacy of the bid:

a. If the high bid on the parcel at auction meets or exceeds the outstanding taxes, costs, fees, due and owing, and the high bid is not substantially less than the assessed value of the parcel, it may be accepted

b. If the high bid fails to meet this standard it may still be accepted by the county after consideration of past auction history, results of the current auction and state of the housing market in the county.

c. If the high bid fails to meet the standards described above it may be rejected. In all cases, written notice shall be given to the bidder by the Dutchess County Commissioner of Finance. All balances are due on or before November 14, 2025.

11. Personal Property: No personal property is included in the sale of any parcel by Dutchess County. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the recording of the deed.

12. Auctioneer: The auctioneer's decision regarding any disputes is final and the auctioneer reserves the right to reject any bid not considered an appreciable advance over the preceding bid.

13. Evictions: Evictions, if necessary, are the sole responsibility of the purchaser following the recording of the deed.

14. Possession and Entry: The purchaser shall not take possession of nor enter upon the parcel until recording of the deed by Dutchess County.

15. Prohibitions:

a. The owner (or spouse or immediate family member) of a particular parcel immediately prior to the foreclosure action shall not be allowed to bid on that parcel at auction.

b. No person (or spouse) employed in the offices of the County Executive, County Attorney, Finance, Real Property Tax or who is a member of the Dutchess County Legislature or who is an auctioneer, member of his family or his employee shall be allowed to bid upon or purchase a parcel at auction.

c. No owner of a property within Dutchess County shall be allowed to bid upon or purchase a parcel at auction if they have delinquent taxes on any parcel they own.

16. No Assignment: The successful bidder shall have no right to assign the right to complete the purchase. Any attempted assignment shall be void and given no effect by the County.

17. Risk of Loss Provision: Buyer assumes risk of loss as of the date final payment is made.

18. Right to Maintain Order and Decorum: The auctioneer reserves the right to revoke permission to bid and remove any individual from the auction whose behavior is deemed disruptive to the safe and efficient administration of the auction.

19. Disqualification for Failure to Execute Bid: Any bidder including back-up bidders who refuse to execute their bid for a particular parcel, shall be prohibited from bidding for that same parcel in any subsequent round of bidding for said parcel.

I accept these Terms and Conditions of Sale.

PLEASE PRINT YOUR NAME, ADDRESS (as you wish it to be shown on the deed) AND SOCIAL SECURITY NUMBER BELOW:

Signature \_\_\_\_\_

Printed Name (Individual): \_\_\_\_\_

Company: \_\_\_\_\_

Social Security # (For Individuals): \_\_\_\_\_

Federal ID # (For Company Only): \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone Number \_\_\_\_\_

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

If registering for 2 or more people, do NOT complete this packet, email [info@aauctions.com](mailto:info@aauctions.com) with individual's name(s) and emailing address to add them to document.

Signature \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_

If registering a company, you MUST provide required documents and complete the Corporate Resolution page included in this packet. Otherwise, you will be registered as an individual.

# CORPORATE RESOLUTION AUTHORIZING INDIVIDUAL OR OFFICER TO ACT

Date: \_\_\_\_\_

On this day, \_\_\_\_\_  
(Print Name of Acting 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 NY  
(Print Municipality) (State)

on behalf of \_\_\_\_\_  
(Print Name of Incorporated Entity)

by \_\_\_\_\_, \_\_\_\_\_  
(Print Authorizing Officer Name) (Title)

Signature: \_\_\_\_\_

## Identification of Incorporated Entity Ownership (Must total 100%)

Name	Street	City, State Zip	Social Security #	Ownership %
Total %				

Witness: \_\_\_\_\_, NYSAuctions.com Representative  
(Print Name)

Signature: \_\_\_\_\_



A new state law has imposed new requirements for certain real estate transfer tax filings. Effective September 13, 2019, when a limited liability company (LLC) is the grantor or grantee in a deed transfer of a one- to four-family residence or a residential condominium, the following forms cannot be accepted for filing unless accompanied by documentation that identifies the names and business addresses of all members, managers and other *authorized persons* of the LLC:

- [Form TP-584](#), *Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax*; and
- [Form TP-584-NYC](#), *Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax for the Conveyance of Real Property Located in New York City*

The required documentation must include a list of all members, managers and other authorized persons of the LLC. If any member of the LLC is itself an LLC or other business entity, the names and addresses of the shareholders, directors, officers, members, managers and/or partners of that LLC or other business entity must also be provided until ultimate ownership by *natural persons* is disclosed.

The documentation should include the name, business address and taxpayer identification number for each individual and entity. In addition, documentation should demonstrate that 100% of the ownership of each entity has been reported.

*Authorized person* means a person, whether or not a member, who is authorized by the operating agreement, or otherwise, to act on behalf of an LLC or foreign LLC.

*Natural person* means a human being, as opposed to an artificial person, who is the beneficial owner of the real property. A natural person does not include a corporation or partnership, natural person(s) operating a business under a d/b/a (doing business as), an estate (such as the estate of a bankrupt or deceased person), or a trust.

Form TP-584 (7/19) and Form TP-584-NYC (7/19) and their corresponding instructions will be revised to instruct filers of this new requirement. However, in the meantime, the required documentation should be included as an attachment to the existing form.



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: [REDACTED]-2012

Employer Identification Number:  
[REDACTED]

Form: SS-4

Number of [REDACTED] notice: [REDACTED]

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 [REDACTED]/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

ONLINE FILING RECEIPT

ENTITY NAME: YOUR NEW COMPANY, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: NASS

FILED:01/01/2025 DURATION:\*\*\*\*\*

FILE#XXXXXXXXXXXXXXXXXXXX

DOS 1567

FILER:

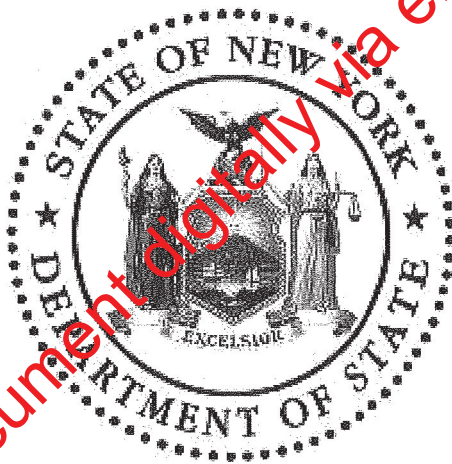
EXIST DATE

01/01/2025

ADDRESS FOR PROCESS:

THE LLC  
123 YOUR STREET  
YOUR TOWN, NY 12345

*Filing receipt from New York Dept. of State  
issued upon initial filing of the Articles of Organization  
(LLC Formation Document)*



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to [www.email.ebiennial.dos.ny.gov](http://www.email.ebiennial.dos.ny.gov) to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: HUBCO-29

SERVICE CODE: 29

FEE: 210.00

PAYMENTS 210.00

FILING: 200.00

CHARGE 0.00

TAX: 0.00

DRAWDOWN 210.00

PLAIN COPY: 0.00

CERT COPY: 10.00

CERT OF EXIST: 0.00

ONLINE1

DOS-1025 (04/2007)

Authentication Number: 1407300056 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>



# AGENCY DISCLOSURE



## Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
<https://dos.ny.gov>

### 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 interest. 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 cannot 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 the 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. 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

# New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 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 Jennifer Gableman, Broker of Absolute Auctions & Realty, Inc.  
(Print Name of Licensee) (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: \_\_\_\_\_



## Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

### New York State Housing Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

#### **Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:**

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

#### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website [https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



## Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

### New York State Housing Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit  
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Jennifer Gableman, Broker (print name of Real Estate Salesperson/  
Broker) of Absolute Auctions & Realty, Inc. (print name of Real Estate company, firm or brokerage)

(I)(We) \_\_\_\_\_

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



# 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) X 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) X 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) JAG 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.

<u>[Signature]</u> Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
Agent Jennifer Gableman	_____ Date	Agent	_____ Date

## 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 production 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."

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Corporation name (if applicable): \_\_\_\_\_

SAMPLE. Complete this document digitally via email link from DocuSign.

## CONTRACT SIGNATURE

I, \_\_\_\_\_, act of purchase on parcels that I bid on over the internet and that I am declared the high bidder at the County Tax Foreclosure Real Estate Auction. 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 1: \_\_\_\_\_

Signature 2 (if needed): \_\_\_\_\_

## PHOTO DRIVERS LICENSE

Upload Photo Drivers License

Upload Photo Drivers License #2  
if Needed