# Onondaga County, NY October 9, 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 Tuesday prior to the auction.

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

Late registrations cannot be guaranteed approval to bid



## Become a Member

- 1. Click "Become a Member" at top of screen at NYSAutions. com.
- 2. Complete requisit information, an Olick "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.



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!



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





## 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 A	ddress:		* ·	
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City:			a email ink,	
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Expiration Date:	Verification Number on rea	ar of card:		
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price), which All required dep If you are the	hever is higher, shall be paid as a posits must be paid in full for a high bidder on a parcel, are you	or \$10,000,00 or the total contra a down pryment on the day of the Il successful bids immediately u locking to pay the minimum requ	e auction upon execution of a co	ontract of sale.
I want to	pay the minimum deposi	t via credit card	I want to pay in ful	l via credit card
All credit cards ha	ive a daily limit that corbe charg k to find your daily front and let t	ed and might not support the amo hem know that you might be mak you need another credit card on fi	king a larger than normal purcha	
	Yes Yes	(	No	
By signing this author	orization form, I (hereafter "Buye	er") agree to the following terms a	and conditions:	

- 1. Every property is sld "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.
- Additional commissions shall be due and payable.

  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. Purchaser agrees and authorizes to compensate Auctioneer with a \$750.00 recovery fee as a new charge to their credit card(s) without requiring additional Purchaser signature(s).

## **TERMS & CONDITIONS**

INTERNET TERMS (in addition to Standard Terms below):

- Registration. All bidders are required to register and provide suitable I.D. (photo copy acceptable) prior to the auction. All registrations will take place ONLINE. The Internet Bidding Packet (IBP) will be emailed via electronic link once the bidder registers for the auction at NYSAuctions.com. A sample IBP can be found at the top of the auction website listing approximately 30 days prior to the auction. All persons attending the auction shall be required to sign a copy of these Terms and Conditions of the Auction and by executing the Terms and Conditions of the Auction, they agree to the conditions contained herein, acknowledge that they understand them, and that these terms may not be enlarged, diminished or otherwise modified by any officer or employee of the County of Onondaga. 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 EXCEP-TIONS.
- Bidder approval for online bidding. In order to bid online, you will need to complete the Internet Bidding Packet BP) that will be emailed to you via electronic link from DocuSign. Completed documents must be received by auct on broker no later than 4:00PM on October 7, 2024, to be approved to bid online for this auction. NO EXCEPTIONS
- No recourse. Internet bidding through our Provider is offered as a service to our customers, and bidders skall not hold Onon-daga 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.

- Online auction. This tax auction will be conducted entirely online, and is held pursuant to Resolution #433 of 1986 of the Onondaga County Legislature.
- Bidder qualifications. No person or organization can bid on properties at the auction in they, or a corporation or company they are affiliated with:
- Are the property owner or acting as an agent or representative of the owner;
- Owe property taxes (current year or prior year) to Onondaga County. All tax liabilities must be paid prior to the auction in
- Have had a breach of contract with Onondaga County; or
- Are an employee of the County of Onondaga or the currently contracted aution company.
- Defining the parcel. For purposes of these Terms and Conditions, a parcel shall be defined as a section, block and lot number.
- Notice of local and/or state land management plans. Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. In addition, the premises being sold may be subject to a NYS DEC Forest Management Plan. It is the sole responsibility of any binder to determine which specific parcel(s) is so designated and sold subject to the provisions of law applicable thereto.

  Lead and other hazards. Bidder acknowledges receipt of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Bidder also acknowledges that it had the opportunity to conduct a risk assessment of the premises for the presence of lead-based paint, lead-based paint hazards, mold, asbestos or any other hazardous substances.

  Title check & Marger of claims. All Bidders are addited to the receipt have received to the premises including but not limited to
- Title check & Merger of claims. All Bidders are advised to thoroughly research the premises, including, but not limited to, an examination of title and review of any Town Whage records for the premises prior to the date of the auction. Upon delivery of the quitclaim deed by the County of Chondaga to the successful purchaser, any and all claims with respect to title or condition of the premises are merged in the feed and do not survive.

  Tax liens. Conveyances are subject to Federal and State Tax Liens. It shall be the sole responsibility of a bidder to undertake the necessary research to establish what parcels, if any, are burdened with a Federal and/or State Tax Liens.

  Exclusion of personal property. No personal property is included in the sale of any of the parcels. Personal property, if any, found on the premises is not owned by the County and is not part of your purchase. After recording the deed, it shall be your obligation to notify and provide the owner with an opportunity to remove the personal property from the premises.

  Informational tools for reference only. All informational tools such as slides tay maps, deeds, photos, auction listings, and

- Informational tools for reference only. All informational tools, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs property record cards, etc., are for identification purposes only. They are neither a guarantee nor a warranty as to location, timensions, parcel use and/or size, or anything else.

  10. No warranty. THE COUNTY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONTECTION WITH THIS SALE, except that the County has complied with the requirements of New York.
- State Law regarding the Tax Foreclosure proceeding.
- 11. Real property (a) "as is". All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition, title, existing zoning violations, structural integrity of any structure, the environmental condition of any property/structure, or the ability of a bidder to obtain title insurance on such property(ies). Representations and property descriptions contained in the auction brochure, or website, or made verbally prior to or during the auxion, are for informational purposes only, and should not be relied on by any bidder. It is the responsibility of the bidder whave located, viewed and researched the properties. Onondaga County suggests that each bidder inquire of the town a soning or building code officer as to any existing violations or restrictions on the property.
- Discretion of the Chief Fiscal Officer. The Onondaga County Chief Fiscal Officer ("County CFO") reserves the right, in its sole discretion, to withdraw from the auction any of the properties listed on the schedule of real property, at any time. The County CFO has sole discretion to make decisions concerning the conduct of the auction, prior to and during the auction, including, but not limited to the method of sale for each parcel or groups of parcels.

#### AT THE AUCTION

- 13. Individual registration—identification. All bidders are required to register and provide suitable personal identification, such as a driver's license or passport, at registration. Auctioneer reserves the right to decline registration if identification is not sufficient.
- 14. Corporate registration—identification and authorization to purchase. Incorporated entities (Inc., Corp., LLC, etc.) are required to provide a corporate resolution, authorizing the purchase of real property, prior to the transfer of title. [Incorporated entities (Inc., Corp., LLC., etc.) are required to provide at registration: 1.) a copy of the state entity incorporation filing receipt, 2.)

EIN number and 3.) a corporate resolution duly embossed with incorporation seal authorizing the registrant to purchase real property for said entity.]

- 15. Persons ineligible to bid. A bidder may not bid on behalf of a party who is on the prohibited bidder list. A party will be added to such list if it has defaulted in payment of a purchase price, or taxes following a purchase. Previously defaulting parties are not allowed to bid.
- 16. Bidder; Highest Bidder; Successful Bidder. The terms "bidder", "highest bidder", and "successful bidder" shall have the same meaning.
- 17. Obligations of Successful Bidder. Successful Bidder shall provide information necessary to complete, and shall execute the necessary forms and documents required, for recording the deed in the Onondaga County Clerk's Office. The bidder executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid. The deed will be prepared in the name of the successful bidder (and spouse) only. Any changes to the owner of record shall be he responsibility of the successful bidder after the deed is recorded. No third-party bidding will be accepted, unless the tidder identifies that he is bidding as an agent for a disclosed principal, or unless the bidder is a lawyer.
- 18. Resolving disputes at the auction. The auctioneer and/or Onondaga County shall have the authority to resolve in disputes which may arise between bidders and may immediately re-offer the parcel for sale to the highest bidder upon esolution of disputes.
- 19. (A) Buyer's Premium; Accepted Purchase Price; Total Contract Price. The Successful Bidder shall be responsible for the payment of a ten percent (10%) buyer's premium for credit card and seven percent (7%) for cash or subtracted funds, in addition to the accepted purchase price. The "buyer's premium" is the fee/commission earned by the auctioneer. "Accepted purchase price" is the amount bid by the highest bidder. Collectively, these amounts constitute the "total contract price".
- (B) Receipt of Cash and/or Guaranteed Funds in-person. CASH AND/OR GUARANTEED FUNDS MUST BE RECEIVED AT THE AUCTIONEER'S OFFICE LOCATED AT 45 SOUTH AVENUE, PLEASANT VALLEY, NY 12569 NO LATER THAN TUESDAY, October 7, 2025 AT 4PM TO RECEIVE 7% BUYER'S PREMIUM NO EXCEPTIONS.
- 20. Satisfying payment for contract prices equal to or less than \$10,000.00. Successful Biodors with total contract prices in the amount of \$10,000.00 or less must make full payment at the auction, along with a \$250.00 administrative fee.
- 21. Successful bidder down payment (contract prices over \$10,000.00). At the close of the auction, each successful bidder will be required to pay \$10,000.00 or 20% of the total contract price, whichever is higher, as a down payment. Such sum is NON-REFUNDABLE and will constitute the, or a portion of the, Sale Price.
- 22. Method of payment. All deposits must be made by credit card (Master Card, Discover Card or Visa), cash or guaranteed funds (bank check/tellers check/cashier's check) payable to the "Onondaga County Chief Fiscal Officer" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions. Wire transfers will not be accepted.
- insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions. Wire transfers will not be accepted.

  23. Recovery fees. In such event that a charge back is initiated by Purchaser and that such attempt is upheld in favor of Auctioneer/ Onondaga County, Purchaser agrees and authorizes to compensate Auctioneer with a \$750.00 recovery fee as a new charge to their credit card(s) without requiring additional Purchaser signature(s). Failure to pay such recovery fee will result in collection action against said Purchaser(s).
- 24. Exclusion from future bidding. All required deposits must be paid in full for all successful bids immediately upon being declared the successful bidder. Any successful bidder, who fails to tender the deposit, will be forbidden to participate in this or any other auction. Any parcels which the County od not receive deposits for, as per these Terms and Conditions, will be considered to be defaulted, and the bidder will be dequalified from further bidding. Furthermore, upon a default in payment for any one parcel, either during the auction or subsequent thereto, the bidder shall not be permitted to purchase any other parcel(s) bid on, and any deposit monies paid thereon will be forfeited to the County.
- 25. Failure to pay deposit. In the event the bidder fails to pay the required deposit at the auction, or the bidder/purchaser fails to consummate the closing of title after the auction, and, in either event the County re-sells the property but receives a lower bid, then the County shall have a cause of action against the defaulting bidder for money damages for the difference.

#### AFTER THE AUCTION

- 26. Approval of bids. All bids shall be subject to approval by the County CFO, who shall have the right to reject any bid for any reason whatsoever.
- 27. Satisfying payment for contact prices over \$10,000.00. For contract prices over \$10,000.00 that are not paid in full at the auction, as detailed in Section 21 above, the remaining balance of the total contract price plus the \$250 administrative fee must be paid by cash of auranteed funds payable to and received by the County CFO on or before October 17, 2025. The County is not required to send further notice to a purchaser.
- 28. Failure to satisfy farment. If the purchaser fails to pay the balance of the total contract price plus closing costs and fees as herein provided, the deposit shall be forfeited. The County reserves the right to bring an action for specific performance. Time is of the essence for any transaction governed by these Terms. If purchaser does not complete and return the transfer documents required to file the deed, the purchaser forfeits their rights to the property and will not receive a refund.
- 29. No selective closings. All parcels for which you are the highest bidder must be paid pursuant to these Terms. There will be no selective closings. Failure to remit full payment on all parcels for which you are the Successful Bidder will result in a forfeiture of all monies tendered, and you will not be permitted to close on any other parcels for which you were the Successful Bidder.
- Willure to make payment; County's right to sell to second highest bidder. If the Successful Bidder fails to tender all amounts due, as contemplated herein, by the close of business on October 17, 2025, then the County may, but is not obligated to, offer any unsold property to the second highest bidder. All terms and conditions set forth herein above shall apply to the second highest bidder and/or any other purchaser.
- 31. Hold harmless. Buyer, by signing the Contract of Sale, agrees to indemnify and hold harmless Onondaga County, Absolute Auctions & Realty, Inc. to the extent permitted by law, from and against any and all liability, suits, consent orders, administrative actions and claims, including reasonable attorney's fees, arising from the environmental condition of and/or the application of environmental law to the property including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; the Resource Conservation and Recovery Act as amended, 42 U.S.C. Section 6901 et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. Section 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33

U.S.C. Section 1251 et seq.; the Federal Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the New York State Navigation Law, and the laws, rules, regulations and ordinances of the U.S. Environmental Protection Agency, New York State Department of Environmental Conservation, the County and State in which the Property is located and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Property or the use or operation thereof, or any breach of these terms.

- 32. All sales are final. All sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall Onondaga County and/or Absolute Auctions & Realty be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors or assigns, arising from this sale and conveyance.
- 33. No right to inspection. The County will not grant access to the buildings located on the premises for the purpose of inspection. tion of the condition or for any other purpose. The successful bidders shall have NO right of inspection prior to recording of the Deed, as all properties are sold "as is" as of the date of the recording of title.
- 34. Conveyance of deed; Recording thereof. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the County acquired title or as corrected up to date of leed. The deed will be recorded by the County upon payment in full of the accepted purchase price, buyer's premium and closing fees/costs. It is unlawful to exercise any acts of ownership until the Deed is recorded. POSSESSION OF PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED WITH THE ONONDAGA COUNTY CLERK CONVEYING TITLE TO THE PURCHASER. TITLE VESTS UPON THE RECORDING OF THE DEED. It is agreed between the County and the purchaser that delivery and acceptance of the deed occurs upon recording of the deed. the purchaser that delivery and acceptance of the deed occurs upon recording of the deed.
- 35. Quitclaim deed provisions. A quitclaim deed issued as a result of the auction shall be subject to the following provisions: (a) nothing contained in any description therein is intended to convey more than the assessed owner owned at the time of the levy of the tax, the non-payment of which resulted in the tax sale. There is no representation as to the extent of the acreage conveyed herein; (b) the right of the County to reserve therefrom and grant to its Department of Transportation an easement(s) for highway purposes that when measured at right angles from the centerline of the existing highway pavement will be at least forty feet in width and along the entire property that abuts the County road or roads. (c) if the former owner is the grantee herein, or acquire the property within thirty-six (36) months subsequent to the date of the auction, then all liens that were of record when the County took title will thereby be reinstated, automatically by operation of law.

  36. Evictions. Evictions, if necessary, are solely the responsibility of the successful purchaser after recording of the deed.
- 37. Responsibility for current school taxes. Purchaser shall be responsible for the current 2025/2026 school taxes, 2025-2026 village taxes and other municipal charges levied against the properties, which will be levied into your 2025 County/Town tax bill with accrued penalty and interest. It is the bidder's sole responsibility to research these obligations and factor in these future costs when placing their bid.
- 38. Responsibility of Town/County real property taxes. The timing of the auction and issuance of tax bills will result in the 2026 Town/County tax bill being issued in the name of, and mailed to the address of, the previous owner. The successful bidder should contact the town Tax Receiver/Collector for a copy of the bill and/or obtain a copy from www.ONGOV.net/etax.
- 39. Delivery of a bad check. Issuance of a bad check is a Class B misdemeanor under the Penal Law. Any stopped payment checks will be treated as a Breach of Contract.
- 40. The premises are being sold subject to:

E-Mail Address:

- a. Rights of the public and others in and to any periof the premises that lies within the bounds of any street, alley, or highway, restrictions and easements of record;
- b. Any state of facts that an accurate, currently dated survey may disclose;
- The right of redemption of the United states of America, including any and all liens of the IRS, where applicable;
- d. Environmental condition of the property.
- 41. Acknowledgments. By acknowledging and executing these Terms & Conditions, the bidder certifies that he/she is not acting on behalf of the former owner(s) of the property against whom Onondaga County foreclosed and has no intent to defraud Onondaga County of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he she nor his/her assigns shall convey the property to the former owner(s) against whom Onondaga County foreclosed within thirty-six (36) months subsequent to the date of the auction. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to Onondaga County and consents to immediate entry of a jungment by Onondaga County for said amounts (A copy of the within Terms & Conditions executed by the bidder/purchaser shall be attached to and warrant the filling of an Affidavit of Confession of Judgment.).

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

Printed Name (Individual):  Company:	If registering for 2 or more people, do NOT complete this packet, email info@aarauctions.com with individual's name(s) and emailing address to add them to document.
Social Security # (For Individuals):	Signature
Federal ID # (For Company Only):	Printed Name:
Address:	Social Securtity Number:
City: State: Zip:	If registering a company, you MUST provide required documents and complete the Corporate Resolution page included in this
Phone Number	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 is hereby authorized to tender bids and sign confidence.)		operty at the	ocusic
County/Town/City Tax Fo	preclosure Auction in the	state of NY (State)	
on behalf of		KHO	
(Print Name of I	Incorporated Entity)	lille	
by	, <del>_</del>	<u> </u>	
(Print Authorizing Officer Name)	(Title)		
Signature:	_ iia		
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Witness:(Print Name)	, NYSAuctions.c	com Representat	ive
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 icusion. 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 CityO

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 untital untital timate ownership by natural persons is disclosed.

The documentation should include the name, business addressand 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 behavior 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 persocioes not include a corporation or partnership, natural person(s) operating a business voter 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 TR384-NYC (7/19) and their corresponding instructions will be revised to instruct filers of this www requirement. However, in the meantime, the required documentation should be included as an attachment to the existing form.

SAMPLE. COMPlete

Date of this notice: -2012

Employer Identification Number:

Number of this notice:

SS-4

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN . 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 important information in your account, or even cause you to be assigned more than one EIN of 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 receiped from you or your representative, you must file the following form(s) by the date shown.

Form 1065

/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 LKS. 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 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. 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:\*\*\*\*\*\*\*

CASH#:xxxxxxxxxxxxxxx

EXIST DATE 01/01/2025 FILE#:xxxxxxxxxxxxxxxxxxxxxxx DOS ID:1234567

FILER:

SAMPLE

ADDRESS FOR PROCESS:

THE LLC 123 YOUR STREET YOUR TOWN, NY 12345

Filing receipt from New York Debt 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 to provide an email address to receive memail notification when the Biennial Statement is due.

SERVICE COMPANY: HUBCO-29 SERVICE CODE: 29

210.00

210.00 **PAYMENTS** 

200.00 0.00

**CHARGE** 

0.00

LAIN COPY:

0.00

CERT COPY: 10.00 DRAWDOWN 210.00

CERT OF EXIST: 0.00

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



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. 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 bure. 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 honesty, 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 regoliating 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: easonable 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 regarious liability for the acts of the broker's agent. The listing agent or buyer'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

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## **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 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)	0	(Print Name of Company, Firm or Brokerage	e)
a licensed real estate broker acting in	n the interest of the:		K(0//	
(X) Seller as a (chec	k relationship below)	(	) Buyer as a (check relationship below)	
( <u>X</u> ) Seller's Agent		(	() Buyer's Agent	
( _ ) Broker's A	gent	(	() Broker's gent	
	() Dual Ager	nt	off,	
	() Dual Ager	nt with Designate	ed Sales Agent	
For advance informed consent to eith	ner dual agency or dual agency with	designated sale	s agents complete section below:	
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() Advance I	nformed Consent to Dual Agency	H Designated S	ales Agents	
	o.n.			
If dual agent with designated sales a	gents is indicated above:		is appointed to represe	ent the
buyer; and	is appoint	ted to represent	the seller in this transaction.	
(I) (We)	90	acknowledge	receipt of a copy of this disclosure form:	
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Signature of { X } Buyer(s) and/or	Seller(s):			
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Date:		Date:		
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New York State

Department of State, Division of Licensing Services
(518) 474-4429

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 trents 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 es are 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, tental 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 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, a 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 complete form from the DHR website: <a href="www.dhr.ny.gov">www.dhr.ny.gov</a>;
- 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: <a href="https://dhr.ny.tov/contact-us">https://dhr.ny.tov/contact-us</a>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also fle 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
  - thps://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.

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

> New York State **Division of Consumer Rights**

## **New York State Housing Discrimination Disclosure Form**

For more information on Fair Housing Act rights and responsibilities please visit

	ov/fairhousing and ht				~~~
This form was p	provided to me by	Jennifer Gabl	eman, Broker	(print name of Re	al Estate Salesperson
Broker) of	Absolute Auctions &	Realty, Inc.	_ (print name of	Real Estate comp	any, firm or brokerage
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(Real Estate Co	onsumer/Seller/Land	lord) acknowled	ge receipt of a	of this disclosu	re form:
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Real Estate broke	er and real estate sales	spersons are requ	uired by New York	State law to provide	you with this Disclosure.
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#### 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 propert (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.

Sel	ller's Discl	osure		•	N Alle
(a)	Presence	of lead-based paint a	nd/or lead-bas	ed paint hazards (check	(i) or (ii) below:
	(i)	Known lead-based pa (explain).	int and/or lea	d-based paint hazards a	are present of the housing
	(ii)	Seller has no knowled	ige of lead-bas	ed paint and/or lead-ba	ed paint hazards in the housing
(b)	Records	and reports available t	o the seller (ch	eck (i) or (ii) below	
	(i)				and reports pertaining to lead- g (list documents below).
	(ii)	Seller has no reports hazards in the housir	or records periods	taining o lead-based pa	int and/or lead-based paint
Pu	rchaser's	Acknowledgment (init	al)		
(c)		Purchaser has receive	d copies of all	information listed above	re.
(d)	•	Purchaser has receive	d the pamphle	et <i>Protect Your Family fror</i>	n Lead in Your Home.
(e)	Purchase	r has (check (i) or (ii) be	How):		
	(i)				iod) to conduct a risk assess- l/or lead-based paint hazards; or
	(ii)	waived the apportuni lead-based paint and			pection for the presence of
Age	ent's Ackr	nowledement (initial)			•
(f)	JAG;	ware of his/her resp	the seller of th onsibility to er	e seller's obligations un sure compliance.	der 42 U.S.C. 4852d and is
		of Accuracy			
The	following fromation th	parties have reviewed the ey have provided is true	e information a and accurate.	bove and certify, to the be	est of their knowledge, that the
Sell	ler .		Date	Seller	Date
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# **Agricultural District Disclosure Notice**

Notice is hereby given that the premises being sold may lie within an Agricultural District as

"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 other products, and also for its natural and ecological value. The inform prospective residents that the "wholly within a supplicable of the provisions of law applicable." 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 sever services for such property under certain circumstances."

Date:	Date:
Printed Name:	Printed Name
Signature:	Signature:
Corporation name (if applicable):	ilio.

SAMPLE. Complete this document digit

# **CONTRACT SIGNATURE**

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	Signature 2 (if needed):	26.
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