

Town of Cortlandt, NY Sept. 26, 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 Wednesday prior to the auction.

ALL documents must be received in our office by 4:00PM, on the Wednesday 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 Wednesday, 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.

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 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

INTERNET TERMS (in addition to standard terms below):

- 1.Registration. All bidders are required to register and provide suitable I.D. (photo copy acceptable) prior to the auction. Auctioneer reserves the right to decline registration if I.D. produced is not sufficient. NO EXCEPTIONS.
2. Bidder approval for internet. In order to bid online, bidder will need to complete the Internet Bidding Packet (IBP) that will be emailed 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 Wednesday, September 24, 2025, to be approved to bid online for this auction. NO EXCEPTIONS.
- 3.INTERNET BIDDING through our Provider is offered as a service to our customers, and bidders shall not hold the Town of Cortlandt 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.

STANDARD TERMS:

- 1.Purchaser shall be responsible for the payment of an eleven percent (11%) buyer's premium for a credit card deposit and a 10% buyer's premium for cash or guaranteed funds deposit in addition to the accepted purchase price, advertising fee of 1.5% of the bid price and the closing fees/costs. MONEY ORDER OR BANK CHECK (Tellers/Cashier's Check) MADE PAYABLE TO "TOWN OF CORTLANDT" WILL BE ACCEPTED. GUARANTEED FUNDS MUST BE RECEIVED AT AUCTIONEER'S OFFICE LOCATED AT 45 SOUTH AVENUE, PLEASANT VALLEY, NY 12569 NO LATER THAN WEDNESDAY, SEPTEMBER 24, 2025 AT 4PM TO RECEIVE 10% BUYER'S PREMIUM. NO EXCEPTIONS.
- 2.\$1,000.00 or 20% of the total contract price (bid price + buyer's premium), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of a contract of sale. All deposits are to be made by cash, credit card (Master Card, Discover Card or VISA ONLY), money order or bank check (cashiers or tellers check), made payable to the "Town of Cortlandt." No exceptions. The Purchaser paying by credit card(s) agrees that they shall NOT attempt a charge back on their credit card(s) used in this/these transaction(s) for any reason whatsoever. In such event that a charge back is initiated by Purchaser and that such attempt is upheld in favor of Auctioneer/Town of Cortlandt, 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).
- 3.If a declared high bidder at the auction leaves the auction without properly making the required down payment, or fails to complete purchase after deposit is made, he/she will be prohibited from participating at future auctions held by Absolute Auctions & Realty, Inc. The Town of Cortlandt reserves the right to take legal action against this high bidder, should such a default occur.
- 4.At the time of bidder registration, the purchaser shall provide information necessary to complete, and shall execute, the necessary forms and documents required for recording the deed in the Westchester County Clerk's Office. The auctioneer reserves the right to decline registration if identification is not sufficient. Individuals acting on behalf of others, not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized. Entities such as corporations, limited partnerships, limited liability companies, 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
- 5.The purchaser may not assign his/her right to complete the sale. ALL DEEDS SHALL BE EXECUTED SOLELY IN THE NAME OF THE BIDDER (AND SPOUSE, IF REQUESTED) REGISTERED AT THE AUCTION.
- 6.Sale of Town-owned properties shall be as follows: All bids shall be subject to approval by the Town of Cortlandt Common Council, which shall have the right, in the Common Council's sole discretion, to reject any bid for any reason whatsoever. In the event that the successful high bidder refuses to consummate purchase of any parcel sold at an auction, the second highest bidder of that parcel shall be offered the opportunity to purchase the parcel at the amount of the second highest bid plus the 11% buyer's premium, closing costs and fees, and such other amounts due under these Terms and Conditions of Auction, and subject to approval by the Town of Cortlandt Common Council.
- 7.In the event the successful bidder is the previous owner, the purchase price cannot be less than the total amount of taxes owed at the time the Town of Cortlandt took title to the parcel.
- 8.The Town of Cortlandt will not refund purchaser when all required documents necessary to complete the sale and transfer of any and all parcels purchased at the auction have been prepared. By 3:00PM on November 28th, 2025, the entire balance of the purchase price, plus the buyer's premium and closing costs/fees shall be paid. If the entire outstanding balance is not received by November 28, 2025, then the purchaser understands that any deposit shall be forfeited to the Town of Cortlandt. Credit card payment is NOT acceptable for balance due. All payments must be made by cash, money order, wire transfer or bank check.
- 9.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 town acquired title. The deed will be recorded by Westchester County upon payment in full of the purchase price, buyer's premium and closing fees/costs. POSSESSION OF THE PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED WITH THE WESTCHESTER COUNTY CLERK CONVEYING TITLE TO THE PURCHASER. TITLE VESTS AT THE RECORDING OF THE DEED. It is agreed between the Town and the Purchaser that delivery and acceptance of the deed occurs upon recording of the deed.
- 10.The closing fees/costs which the purchaser shall be required to pay shall consist of: (1) New York State Transfer Tax [\$2.00 for each \$500.00 of the purchase/bid price]; (2) Town of Cortlandt Administrative Foreclosure Fee of \$5,000.00 to reimburse Town for staff time and payments to title company for actions related to in rem foreclosure and auction; (3) Filing Fee for the Real Property Transfer Report [\$125.00 if the parcels classification code is 100-199, 200-299 or 411-C; \$250.00 for all parcels otherwise classified]; (4) filing fee for Combined Gains Tax-Transfer Tax Affidavit [\$5.00]; and (5) all other fees and surcharges required by the Westchester County Clerk for recording of the deed.
- 11.All real property, including any buildings thereon, are sold "AS IS" and without any representation or warranty whatsoever as to physical condition of the land and buildings the permitted uses of the land and buildings, or title, and subject to: (a) any state of facts an accurate, survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) Federal and/or State taxes, liens, judgments, and encumbrances of record; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax foreclosure in which the Town of Cortlandt acquired title; (e) Wetlands or boundary disputes; and (f) all outstanding school taxes and special district assessments, past due and present water and sewer rents, assessments, and any demolition or "cleanup" charges, without pro-rata whatsoever.

12. All purchasers are advised to personally inspect the premises and to examine title to premises prior to the date upon which the sale is scheduled to take place. Personal inspection must be coordinated through Absolute Auctions & Realty, Inc; entrance upon any parcel without an employee of Absolute Auctions & Realty, Inc. constitutes trespass pursuant to the laws of New York State. The property has not been inspected for compliance with the NYS Building Code or other Town codes. The property may have multiple code violations that must be corrected before it can be occupied. Some properties (particularly older structures) may have lead base paint, asbestos and other conditions that violate environmental protection laws and which must be treated or removed in compliance with state and federal regulations. In some cases, a property offered for sale may have been cleaned and disinfected prior to sale, however, bidders should not infer from such work that the property is fit for occupancy.

13. No personal property is included in the sale of any of the parcels owned by the Town of Cortlandt. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

14. The Town makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

15. The Town of Cortlandt acquired title to these properties in accordance with Article 11, as the case may be, of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceeding; and/or as a result of forfeiture.

16. The purchaser shall be solely responsible for the payment of all taxes, levied against the property subsequent to transfer of title to the Town of Cortlandt as of the date of the recording of the in rem deed transferring title to the Town. At the closing, Purchaser shall make payment of all such taxes, as well as payment for subsequent levies up to the date of the closing. Purchaser is responsible for payment at the closing of all outstanding water and sewer fees which will be paid to the Town to the date of the closing.

17. If purchaser does not complete and return the transfer documents needed to file the deed, the purchaser forfeits their rights to the property and will not receive a refund.

18. Real Property Tax Law authorizes the imposition of a pro-rata liability on formerly exempt property transferred to a non-exempt owner after taxable status date. The property purchased at the tax foreclosure is exempt at the time of purchase (Town-owned). Upon transfer of title, the exemption ceases, and each tax levying unit, county, Town, town and village are due taxes for the remaining portion of the year. On a subsequent tax roll, county/town, the purchaser of the property will receive an additional bill for these taxes. This entire process is subject to administrative review. Further information can be found in New York Real Property Tax Law, Sections 520, 551 and 553.

19. NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUCTION IF THEY, OR A CORPORATION OR COMPANY THEY ARE AFFILIATED WITH, OWE PROPERTY TAXES (CURRENT YEAR OR PRIOR YEAR) TO THE TOWN OF CORTLANDT. ALL TAX LIABILITIES MUST BE PAID PRIOR TO THE AUCTION IN ORDER TO BID AT THE AUCTION. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.

20. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing or acting as proxy for the former owner(s) of the property against whom the Town of Cortlandt foreclosed, or anyone previously prohibited from participation in auctions, and has no intent to defraud the Town of Cortlandt 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 the Town of Cortlandt foreclosed within 24 months subsequent to the auction date and, if such conveyance occurs, the purchaser understands that he/she may be found to have committed a fraud and/or intent to defraud and will be liable for any deficiency between the purchase price at the auction and such sums as may be owed to the Town of Cortlandt as related to the foreclosure on the property and consents to immediate judgment by the Town of Cortlandt for said amounts.

21. All sales shall be final, absolute and without recourse, and in no event shall the Town of Cortlandt and Absolute Auctions & Realty, Inc., 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, against the Town of Cortlandt and Absolute Auctions & Realty, Inc., arising from this sale.

22. In the event that a sale is cancelled by Court Order or judgment or by the Town of Cortlandt Town Board, the successful bidder shall be entitled only to a refund of the purchase money. Purchaser shall not be entitled to special or consequential damages, nor attorney fees, nor reimbursement for any expenses incurred as a result of ownership or improvements of the property nor for taxes paid during the period of ownership.

23. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.

24. Anyone deemed by the Auctioneer to be intentionally obstructing the business of the auction may be ordered removed by the Auctioneer.

25. All informational tools, such as slides, tax maps, photos, auction listings, auction catalogs, auction signs, property record cards, etc. are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE TOWN AND ABSOLUTE AUCTIONS & REALTY, INC. MAKE NO WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THIS 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 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

Town of Cortlandt 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 this 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. 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#:xxxxxxxxxxxxxxxx

FILE#:xxxxxxxxxxxxxxxxxxxxxxxxxxxx

DOS ID:1234567

FILER:

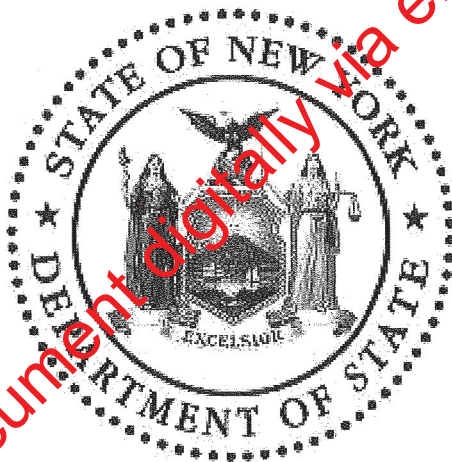
EXIST DATE

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 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

TAX: 0.00

CHARGE 0.00

DRAWDOWN 210.00

PLAIN COPY: 0.00

CERT COPY: 10.00

CERT OF EXIST: 0.00

DOS-1025 (04/2007)

ONLINE1

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)

(☒) Seller's Agent

(☐) Broker's Agent

(☐) Buyer as a (check relationship below)

(☐) Buyer'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

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;
- 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
- 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

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.

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) JAG Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) 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	Thomas F. Wood, Esq. Town of Cortlandt	Date	_____	Seller	_____	Date	_____
Purchaser	_____	Date	_____	Purchaser	_____	Date	_____
Agent	Jennifer Gableman, Absolute Auction & Realty, Inc.	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 Town 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

Attach Photo Drivers License

Attach Photo Drivers License of
Person #2 if needed