

IMPORTANT- Please read completely

Online bidder registration

Persons participating in the online auction must complete the following registration documents and mail original hard copies to be received at our office by 7/21/2020 at the latest:

Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052

You will not be permitted to participate in the online sale unless we have received ALL the appropriate pre-registration forms, no exceptions. Failure to provide the required original documents to our office, will prevent you from participating in the online sale.

Instructions for registering as an individual:

In addition to the pre-registration paperwork included in this document, you will need to:

- Become a member of AuctionsInternational.com
 - Click “register to bid” at the top of the website
 - Complete all required fields (including a valid Credit Card for identity verification purposes)
 - Utilize promo-code CHEMUNG20 to waive the one-time registration fee
 - Contact our office to verify your account has been created successfully
- If you are already a member of AuctionsInternational.com
 - Verify your membership information
 - How your information reads, will be how the transfer forms and deeds are created. For example if you register as Jim Smith and your legal name is James Smith, please update your account so the deed will be made out properly.

Instructions for Registering as a Limited Liability Company (LLC):

In addition to the pre-registration paperwork included in this document, you will need to provide our office with:

- Copy of the filing Notice that you received from the State where your LLC was recorded.
- A copy of the notice that you received from the Internal Revenue Service/ Treasury Dept stating the Employer Identification Number (EIN) that was assigned to your company

Instructions for Registering as a Corporation:

In addition to the pre-registration paperwork included in this document, you will need to provide our office with:

- Copy of the filing Notice that you received from the State where your Corporation was recorded.
- A copy of the notice that you received from the Internal Revenue Service/ Treasury Dept stating the Employer Identification Number (EIN) that was assigned to your company
- A resolution from the Corporation Board of Directors authorizing whomever is attending the sale to purchase property on behalf of the Corporation. This must be an original copy and bear the impression created by your corporate seal.

ALL REGISTERING BIDDERS
PLEASE FILL OUT COMPLETELY

I am registering for this auction as (check one)

- ☐ Individual (One name on the deed)
☐ Partners (Two names on the deed)
☐ LLC or Corporation

Please check one:

- ☐ I DO have an online account with auctionsinternational.com
My username is: _____
- ☐ I DO NOT have an online account with auctionsinternational.com
(please proceed to our website to register)

The name(s) I would like to appear of the transfer forms and deed (print clearly):

Mailing Address (no PO Boxes)

My telephone number (which I can be reached at during the auction closing)

My email address

Please check one that applies:

- ☐ I plan on paying the required auction deposit with my Credit Card
immediately following the close of the online auction parcel
(CC authorization form attached, to be completed)
- ☐ I plan on paying the required auction deposit with a certified check at the Chemung
County Treasurer's Office before the end of business on Monday, July 27, 2020

CORPORATE RESOLUTION AUTHORIZING INDIVIDUAL OR
OFFICER TO ACT ON BEHALF OF CORPORATION

****This form is to be completed ONLY if you will be registering as a Corporation to purchase real property from this auction.**

Date _____, 2020

On this day, _____
(Name of Individual or Officer)

Is hereby authorized to tender bids and sign contracts to purchase real property at the Online Only Chemung County Tax Foreclosed Real Estate Auction on behalf of _____.
(Name of Incorporated Entity)

By _____, _____
(Title)

Signature: _____

Affix Seal Here.



Credit Card Authorization Form (Notary Required))

****This form should be filled out if you will be paying for your auction deposits with a Credit/Debit card. Although you will be required to enter a valid Credit Card during your online registration process, we will not automatically charge your card on file. All auction deposits will be paid with the information listed below. We will call you prior to processing your payment.**

Billing Information:

Name: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Postal Code: _____

Cell Phone: _____ Alternative Phone: _____

E-Mail Address: _____

**Please print
clearly! All
information on
this form must
be legible to be
considered
complete.**

Credit Card Information:

Card Type (Circle one): Visa MasterCard Discover

(we do not accept AmEx)

Card Number: _____

Expiration Date: _____ / _____

Verification Code (3-4 digits on the back of the card): _____

Available Credit Limit: \$ _____

By signing this authorization form, I (hereafter "Buyer") agree to the following terms and conditions:

- 1) Every property is sold "as-is." Neither the auctioneer nor the seller makes any warranties or representations of any kind or nature with respect to said property. All sales are final. Brochure descriptions are for simple identification purposes only; there is no representation, expressed or implied, as to condition of property, warranty of title, right of access or suitability for a particular use. Buyer relies on his/her own inspection and judgement when bidding. Should a dispute arise after the auction, auctioneer's records shall be conclusive in all respects.
- 2) Buyer will be responsible for the mandatory deposits as per the Terms and Conditions of the respective auction.
- 3) Buyer agrees to pay any and all charges and expenses incurred by reason of any breach of terms and conditions of auction or in case of default, including, without limitation, reasonable attorney's fees, as well as any dollar deficiencies which may result in the resale of the property, and the cost of re-marketing said property. Additional commissions shall be due and payable.
- 4) The Buyer paying by credit card, understands and agrees that all deposits collected by credit card will be turned over to the respective municipality. The Buyer paying by credit card agrees that they shall NOT attempt a chargeback on their credit card used in this transaction for any reason whatsoever.

Signature: _____

Your signature must be notarized to be accepted.

On this _____ day of _____ before me personally appeared _____ to me known and who by being duly sworn, acknowledged to be the person described in and who executed the foregoing consent and he/she duly acknowledged to me that he/she executed the same.

Signature: _____

Notary Public

Photo Driver's License (or Valid Government Identification) Page

(Notary Required)

Please print clearly! All information on this form must be legible. Unreadable applications will be destroyed.

Place your Driver's License or Valid ID Here
And photocopy this page.

Signature: _____

Your signature must be notarized to be accepted.

On this _____ day of _____ before me
personally appeared _____ to me known and who by
being duly sworn, acknowledged to be the person described in and who executed the foregoing
consent and he/she duly acknowledged to me that he/she executed the same.

Signature: _____

Notary Public



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

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 interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Russ Scherrer (print name of licensee) of Auctions International (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☒ 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):

Print
Name(s)

Signature 1

Signature 2

Date

Date:

Date:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ☐ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

Initials

Sign &
Date

CONTRACT SIGNATURE PAGE

(Notary Required)

I, _____, agree that by placing my signature on this page is as good as signing the actual contract of purchase on parcels that I bid on over the internet and that I am declared the high bidder at the Chemung County Tax Foreclosure Real Estate Auction being held online July 10-July 23, 2020. I also agree that by my signing of the Terms and Conditions of the Auction, that the real property being sold at auction is being sold as-is, with any and all faults and that I accept this property in that condition.

Signature: _____
(Your signature MUST be notarized, see below.)

On this _____ day of _____ before me personally appeared

_____ to me known and who by being duly sworn, acknowledged to be the person described in and who executed the foregoing consent and he/she duly acknowledged to me that he/she executed the same

Signature: _____
Notary Public