

# **COUNTY OF PUTNAM REAL PROPERTY AUCTION SALE** **ONLINE FORMAT**

## **COUNTY OF PUTNAM, NY REAL ESTATE AUCTION**

### **PARTIAL AUCTION TERMS - SEE WEBSITE** **FOR ADDITIONAL DOCUMENTS AND INFORMATION**

By electronically or manually signing this certification and submitting along with all documents related to Registration Application, and in exchange for bidding privileges, I hereby certify under penalty of perjury the following:

This contract and all related documents should be reviewed by your counsel prior to submission as it contains terms and requirements which are not subject to modification, bid withdrawal, or bid cancellation. By bidding on any property being offered for auction, you acknowledge that you have either: (1). reviewed the contract with your attorney or, (2). waived right of attorney review. Further note that failure of purchaser to secure financing prior to date of transfer does not constitute grounds for an extension or return of the Down Payment and Buyer's Premium. You also acknowledge that you are eighteen years or older.

1. The property(s) offered for sale has/have been acquired by the County of Putnam (hereinafter referred to as the "County").
2. **All potential Bidders/Buyers must BECOME A MEMBER WITH COLLAR CITY AUCTIONS (hereinafter referred to as the "Auction Company") @ WWW.COLLARCITYAUCTIONS.COM.**
3. All Bidders/Buyers must register for this auction and complete the Bidder Registration Process and will then be approved to bid.
4. **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 YEARS) TO THE COUNTY. ALL SUCH TAX LIABILITIES MUST BE PAID PRIOR TO THE AUCTION IN ORDER TO OBTAIN BIDDING PRIVILEGES.** Previously defaulting parties (i.e. parties who have a property tax installment contract or have failed to pay taxes for prior tax years) are not allowed to bid until 18 months after the default is cured. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid without exceptions.
5. The property will be conveyed by the County to the purchaser by TO BE DETERMINED, containing a description of the property known as tax map number and as it appeared on the tax roll for the year upon which the County acquired title or as corrected up to date of deed. The deed will be recorded by the County upon payment in full of the purchase price and all transfer fees/costs. **POSSESSION OF PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED WITH THE PUTNAM COUNTY CLERK CONVEYING TITLE TO THE PURCHASER. TITLE VESTS AT 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, which shall constitute the transfer of legal title of the premises to the Purchaser.
6. Deeds shall convey title only to the person identified as the successful bidder whose bid has been accepted by the Putnam County Legislature, along with the successful bidder's spouse, if so desired. No deed shall be executed to convey title in the name of anyone other than the successful bidder.
7. The County will not furnish an abstract of title or an instrument survey map.
8. The County does not make any representations or warranties, expressed or implied, (a) concerning: the quality or the condition of the title to the property, the validity or marketability of such title, the ownership of any improvements on the property, the condition of the property and any improvements thereon or its fitness for any use, or the accuracy of the property description on the tax roll or in the notice of sale or any other advertisement of sale furnished by the County or Auction Company; or (b) that the property or any improvements thereon presently comply with building or zoning codes, or with any state or local laws or regulations. Any information concerning the property furnished by the County or any of its officers, employees, agents, or the Auction Company or any of its officers, employees, agents shall not be deemed to include any such representations or warranties. Any promotional tools such as photographs, tax maps, written or verbal descriptions, etc. are for informational purposes only.
9. **Any successful bidder who fails to tender the deposit as outlined will be forbidden from participating in this or any other auction for a time period of 5 years (five years, or sixty months). Any parcels where the deposit was not received at the close of the auction contract completion date will be considered defaulted. If a purchaser fails to pay their balance due to the county on the parcel(s) that he/she/they bid on at the auction, he/she/they will be prohibited from participating at future auctions held for the County for a time period of 5 years (five years, or sixty months).**
10. I acknowledge that I have reviewed the Registration Application Process.

11. As specified in the "Online Bidder Registration, and herein" I unconditionally acknowledge, agree, and authorize the Auction Company to place a \$1,000.00 hold on my credit or debit card (**NO PREPAID CARDS OR AMERICAN EXPRESS ACCEPTED**) or you may include an official bank check made payable to COLLAR CITY AUCTIONS, INC. PERSONAL AND/OR BUSINESS CHECKS WILL NOT BE ACCEPTED. Credit card hold released upon completion of the purchase and sale contracts for winning bidders, and within 10+/- business days for non-winning bidders. If your credit card hold is not released, you must contact your credit card company as we auto release them post auction. ANY HOLD UP IS DUE TO YOUR CREDIT CARD COMPANY. The hold is required to be approved to obtain bidding privileges and will only be converted to a fully executable charge and retained if the successful high bidder does not perform and complete the required purchase contracts and any additional documents by appointment on **Thursday, October 24<sup>th</sup>**, at **Collar City Auctions, Inc. 9423 Western Turnpike, Delanson, NY 12053**. I further unconditionally pre-authorize and grant permission to the Auction Company to charge my credit or debit card in full or part for all amounts, plus a \$750.00 default fee, if I default in any contractual obligations herein and forever forgo any and all rights to place a chargeback or dispute on any charge placed on my credit card related to my obligations agreed to herein. I acknowledge this as a Credit/Debit Card Agreement and/or other auction related documents. If I attempt or do place any chargeback, file a dispute, rescind or claim of any kind, or attempt to cancel any hold or charge of fees due now or in the future, I unconditionally grant the Auction Company pre-authorized permission to charge all monies due in full or increments as available. I further acknowledge, pre-authorize, and instruct my credit card company that if I file a dispute, chargeback, or any claim to block, reverse, or cancel any charge or hold placed by the Auction Company or the County that it is not valid. I further instruct and grant unconditional authorization and permission to my credit card company to void my chargeback, dispute, or requests of any kind now and forever. Additionally, I grant the Auction Company permission to charge my credit card now or at any time in the future an additional recovery fee, in full or increments, the amount of \$750.00 to cover their time involved with answering any chargeback, dispute, or claim now or in the future. **I acknowledge that my credit card information provided on my Bidder Registration Application is valid and provided for manual keyed input regardless of if it is a chipped card.** I also acknowledge and agree to reimburse the Auction Company and County all time, legal expenses, attorney fees incurred if I cause litigation or any claim that would cause these types of fees to be incurred. I further agree not to close or block any credit card in an attempt to prevent fees due from being charged to my credit card. I unconditionally acknowledge and agree that upon registering and entering my name and credit card information into the Auction Company's registration process that I am electronically signing and guaranteeing that I have read, fully understand, and agree to abide by and be bound by all related terms and related auction documents. I agree to be fully responsible for all associated costs involved with the resale, remarketing, and any deficiency if I default and the Auction Company and County must resell any property(s) due to my default. I agree that if I bid on multiple properties, these terms and all fees apply individually to each separate parcel.

12. I have read and agree to be bound by all terms herein as well as any other auction related documents and fully and unconditionally understand and agree to abide by and be bound to them without exception.

13. By registering, I acknowledge I have sufficient funds to meet all requirements as called for by the terms within the Online Bidder Registration Application as well as purchase agreement post auction. I agree to be fully responsible for all collection costs, plus reasonable attorney fees related to any and all collection costs incurred by the County or Auction Company. If I default and fully understand that litigation between the County and any bidder or buyer will only be brought forth in Putnam County Supreme Court and any litigation between the Auction Company and any bidder or buyer shall only be brought forth in Schenectady County Supreme Court or the bidder as purchaser unconditionally acknowledges the Auction Company may bring action in small claims court in Schenectady County, NY for monies due the Auction Company as well.

14. Upon being declared the high bidder on a parcel, the Bidder as Purchaser will be contacted by the Auction Company to schedule an appointment which will take place on **Thursday, October 24<sup>th</sup>**, at **Collar City Auctions, Inc. 9423 Western Turnpike, Delanson, NY 12053, from 9:00 am to 3:30 pm**. At that time, the buyer will be required to execute the Contract of Sale Packet and remit the required Down Payment of 10% (ten percent) of the bid price and Buyer's Premium of 7% (seven percent) add-on to the bid price per property, based on the total on bid amount. If a bid price is \$1,000.00 or less, including Buyer's Premium and all other required fees/costs, if any described herein, shall be the total purchase price and must be paid in full at the time of contract completion. The bidder is encouraged to pay the entire bid price at Contract of Sale execution. **All monies must be paid by CASH or Certified Cashier's Check. No Credit Cards Will Be Accepted for Purchase Monies. Certified Cashier's Checks for Buyer's Premium or fees must be made payable to Collar City Auctions, Inc. Certified Cashier's Checks for Down Payments must be made payable to the Putnam County Commissioner of Finance. Certified Cashier's Checks must be drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Association (NCUA). No exceptions.**

15. The property will be sold as advertised and "AS IS" with absolutely no warranty or guaranty, expressed or implied. I agree to accept the property in "AS IS" condition with all faults as defined in the Auction Terms & Conditions

and Sales Contract. No representations of any kind are or have been made by the Auction Company, County of Putnam, or their agents as to the title or physical condition of the property or as to the existence of any improvements thereon including water/well and sewer/septic systems. The sale of these properties is pursuant to a purchase contract. Failure of purchaser to secure financing prior to date of transfer does not constitute grounds for an extension or return of the down payment or Buyer's Premium. All information contained in the Auction Brochure and contained within the website of Collar City Auctions, Inc. and contained in the Online Bidder Registration Application is supplied for informational purposes only and not guaranteed. Prospective purchasers are urged to fully research any property prior to bidding at auction. Furthermore, all parties agree to hold harmless the County, Auction Company, and their agents from any errors and/or omissions, injury and/or other matters that may arise now or in the future.

16. I am an eligible buyer as defined in the Auction Terms, Online Bidder Registration Process and Sales Contract Package.

17. (a) I am not the prior owner of any of the properties being offered at auction.

(b) I am not an immediate family member of a prior owner.

(c) I am not in any way acting on behalf of, as an agent of, or as a representative of the prior owner.

(d) I am not acting as an agent of any officer, stockholder of a corporation or general or limited partner of a partnership which owns any of the properties being offered for sale.

(e) I do not own property in the County, either individually, jointly with another, through a corporation or partnership, which **has delinquent taxes**.

(f) I am not acting on behalf of, as an agent of, or a representative of any of the persons or entities set forth herein or above.

(g) In accordance with the requirements and prohibitions set forth in Article 18 of the General Municipal Law, sitting members of the Putnam County Legislature are precluded from bidding on any parcels included in the auction. Members of Town Boards for each Town in the County are precluded from bidding on any parcels located in their respective Towns. I certify that I am not an elected or appointed official, (nor any employee, the spouse, minor child or dependent, thereof) involved in the assessment, tax levy, budget making, or tax rate setting process in any municipality in the County, including but not limited to Assessors, Board of Review Members, Town Board Members, Town Supervisors, Village Trustees, Village Mayor, County Finance Commissioner, County Attorney, County Executive, County Legislators, County Clerk, or County Real Property Tax Director;

(h) By submission of a bid, each bidder and each person signing in person or electronically on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies that to the best of their knowledge and belief: The prices in a bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.

18. I understand that in the event that I refuse or fail to complete my contractual obligations as a successful high bidder or if I fail to consummate purchase of any parcel at an auction, the second highest bidder of that parcel, at the discretion of the County shall be offered the opportunity to purchase the parcel at the amount of the second highest bid plus the Buyer's Premium, closing costs/fees, and such other amounts as are due under these terms and conditions of sale. Secondary sale is not grounds for any refund or release of performance obligations to initial bidder as purchaser.

19. I understand and agree that if at any time prior to the recording of the deed, the County determines that the Purchaser is one of the persons set forth in paragraph 4, and 5 herein or in violation of paragraph 17 herein, the County at its sole option shall declare the public online auction contract breached and the County shall retain any and all down payments made, and the Buyer shall forfeit all Buyer's Premium to the Auction Company paid or due and owing. I understand that if I am an elected official bidding on tax property within the local government jurisdiction that I serve, knowingly entering into a purchase contract is in violation of state law and may subject me to criminal and/or civil penalties including but not limited to: forfeiture of deposits, purchase price, Buyer's Premium, and title to the subject property.

20. I agree to hold the Auction Company, County, and their respective agents and/or principals to the extent permitted by law, harmless from any claims based on environmental hazards that may be present on any property I purchase. No representations have been made or will be made by the County or Auction Company as to the environmental condition or zoning compliance of the property.

21. I have received a copy of the pamphlet Protect Your Family From Lead in Your Home and I waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

22. I understand that only bids made by clearly using my user identification/user screen name will be accepted and that the bidding process will be recorded.

23. All parcels purchased by a Buyer must be paid for in full. Selective closings are not permitted. Failure to remit full payment on all parcels purchased at the auction will result in a forfeiture of all monies paid, which will be retained by the County and Auction Company as liquidated damages, and the cancellation of all sales to the Buyer.

24. All information contained in the Auction Brochure and contained on the website of the Auction Company ([www.collarcityauctions.com](http://www.collarcityauctions.com)) is supplied for informational purposes only and not guaranteed. Prospective Purchasers are

urged to fully research any property prior to bidding at auction. Seller, Seller's Agents, Auction Company, and Auction Company's Agents will not make and hereby expressly disclaims making any warranties or representations whatsoever, expressed or implied, written or oral, with respect to any parcel. Without limiting its disclaimers, Seller and Auction Company hereby advise all prospective Bidders that they do not make any representations or warranties, express, implied, or oral, subject to:

- (a) The nature or condition, physical or otherwise, of any of the parcels or any aspect thereof, including without limitation, any warranties of habitability, suitability, merchantability or fitness for a particular use or purpose.
- (b) The nature of quality of construction, structural design or engineering or the improvements, or the state of repair or lack of repair of any improvements.
- (c) The quality of the labor or materials included in the improvements.
- (d) The soil conditions, drainage, topographical feature, or other conditions of any of the properties which may affect any of the properties with respect to any particular purpose, use, development potential, or otherwise.
- (e) The area, size, shape, configuration, locations, capacity, quantity, quality, cash flow, expenses, value, condition, or composition of any of the properties.
- (f) The nature or extent of title to any of the properties, any easements, rights of way, leases, possession, liens, encumbrances, licenses, reservations, contracts, conditions or otherwise that may affect title to any of the properties.
- (g) The accessibility of the property.
- (h) The environmental conditions of the property including, but not limited to, environmental, geological, meteorological, structural or other condition or hazard or the absence thereof heretofore, now or hereafter affecting in any manner any of the properties, including but not limited to, the absence of asbestos or any environmentally hazardous substance on, in, under, or adjacent to any of the properties shall be solely the responsibility of the Purchaser.
- (i) The compliance of any of the properties with any laws, rules, ordinances, or regulations. No claim will be considered for allowance, adjustment or rescission based upon failure of the property to correspond with the Buyer's expectations.
- (j) Rights of the public and others in and to any part of the premises that lies within the bounds of any street, alley, or highway.
- (k) Manufactured home, mobile home, or trailer liens, if any.
- (l) All covenants, leases, easements, and restrictions of record affecting said premises, if any.
- (m) Any state of facts that an accurate, currently dated survey might disclose.
- (n) All New York State and Federal tax liens, if any.
- (o) All current year taxes due and owing (may include relieved school and village taxes). Purchasers will be responsible for a pro-rated portion of the 2024 Town and County property tax bill, a pro-rated portion of the 2024-2025 Village tax bill (if any), the full 2024-2025 school tax bill in September 2024, and any water, sewer rents or other charges that may be levied on subsequent tax bills. If a parcel did not generate a tax bill for the current tax year, a pro-rated portion of the 2024 Town and County tax and/or 2024-2025 Village tax will appear on the 2025 Town and County property tax bill and/or the 2025-2026 Village tax bill. Purchasers shall be responsible for all property tax bills issued after the sale. It is solely the Bidder's responsibility to conduct all due diligence prior to bidding. Please contact the County with any questions regarding tax amounts. PLEASE DO NOT BID UNLESS YOU ARE CONFIDENT AND COMFORTABLE ACCEPTING THE PROPERTY IN "AS IS", "WHERE IS" CONDITION IN REGARD TO ALL ASPECTS INCLUDING TITLE.

**(q) Property Inspections: Please drive by Anytime.**

(r) I understand that my rights pursuant to this Online Bidder Registration Process, Contract, and the Purchase Agreement which I execute as high Bidder are not assignable, transferable, or negotiable.

25. The premises being sold may be subject to tenancies and/or leases affecting the said premises. The buyer is to determine the existence and status of such interests and the applicable legal rights there to. Evictions, if necessary, are solely the responsibility of the Purchaser after the recording and receipt of the deed.

26. The total Purchase Price is the combination of the high bid, and all applicable fees charged by the County. The Buyer's Premium is being paid separately and in addition to the Purchase Price by the purchaser to the Auction Company. The buyer shall enter into the required non-contingent purchase and sale agreement. All sales shall be final, absolute and without recourse, and in no event shall the County or Auction Company 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 County or Auction Company arising from this sale.

27. Notice is hereby given that the premises being sold may lie within an Agricultural District or flood zone. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and thereby sold subject to the provisions of the law applicable thereto.

28. All bids are subject to acceptance by the Putnam County Legislature. The purchaser's bid will be submitted to the Legislature on October 23, 2024.
29. The purchaser must pay the balance of the purchase price (**paid in cash, certified check, bank check payable to the Putnam County Commissioner of Finance**) together with the necessary recording taxes and fees on or around November 15, 2024, by 2:00 PM. Upon receipt of such payments, the deed will be recorded in the County Clerk's Office and mailed to the purchaser upon completion of the recording process. The purchaser may not assign his/her/their right to complete the sale. **ALL DEEDS SHALL BE EXECUTED SOLELY IN THE NAME OF THE BIDDER (AND SPOUSE, IF REQUESTED) AS REGISTERED AT THE AUCTION.** If the purchaser fails to make such payments on or before AUGUST 23, 2024, the sale shall be deemed cancelled, the County shall not be obligated to convey the property to the purchaser and the purchaser's deposit shall be retained by the County as liquidated damages and the purchaser's Buyer's Premium shall be retained by the Auction Company as liquidated damages.
- IF THE BALANCE DUE FROM BUYER(S) PLUS ANY ADDITIONAL CHARGES ON EACH PROPERTY PURCHASED AT AUCTION IS NOT RECEIVED IN FULL ON OR AROUND **November 15, 2024, by 2:00 PM**, at the Putnam County Commissioner of Finance Office, **40 Gleneida Avenue, Room 202, Carmel, NY 10512**, THE BUYER(S) SHALL IMMEDIATELY FORFEIT THEIR DOWN PAYMENT OR ANY PAYMENTS MADE WITHOUT RECOURSE AND THE PURCHASE AND SALE AGREEMENT SHALL BECOME NULL AND VOID FOR ANY OBLIGATION THE COUNTY AND AUCTION COMPANY HAD TO PURCHASER. The purchaser agrees and understands that the Buyer's Premium is deemed earned by Auction Company upon approval or acceptance of bid by the County and is non-refundable. This means when you become the successful high bidder through bidding. A sample purchase and sale agreement is available online at [www.CollarCityAuctions.com](http://www.CollarCityAuctions.com) or call our office at 518-895-8150 x 3003 to request a sample be sent via USPS if you do not have internet access. No internet accessibility? You may also place a bid utilizing our "Absentee Bid Form," which can be obtained by calling the Auction Company office at 518-895-8150 x3003. Persons defaulting from prior year's auctions are disqualified for a period of 5 years (five years, sixty months) from participating in delinquent property tax auctions or acquiring title through such process.
30. The transfer costs/fees which the purchaser shall be required to pay, in addition to bid price, shall consist of:
- (a) Filing fee for the Real Property Transfer Report (RP-5217) of \$125.00 if the property is classified as agricultural, a 1-3 family dwelling, an apartment, or condominium, and \$250.00 if the property is otherwise classified (vacant, commercial, entertainment, community service, industrial, public service, forest, etc.).
  - (b) County Endorsement Page, \$5.00.
  - (c) Preparing and recording of the deed, \$5.00 per page.
  - (d) Filing of the deed, \$40.00.
  - (e) Processing Fee, \$1.00.
  - (f) Transfer Notice for properties classified as residential, \$10.00
  - (g) Any other customary fees associated with recording of the deed.
31. In order to avoid future delinquent charges, the new owner should immediately advise all tax collectors of the new ownership, and the address where future tax bills are to be mailed.
32. All bids are subject to and contingent upon approval and acceptance by the Putnam County Legislature. The County reserves the right to sell to the second highest bidder if the Purchaser defaults.
33. The Legislature reserves the right to accept or reject any or all bids, or to withdraw any parcel from the sale at any time prior to delivery of the deed to the purchaser.
34. In the event that a sale is cancelled by Court Order or judgment or by the Putnam County Legislature, the successful bidder shall be entitled only to a refund without interest of the purchase money. The purchaser shall not be entitled to special or consequential damages, attorney fees, reimbursement for any expenses incurred as a result of ownership or improvements of the property, nor for taxes paid during the period of ownership.
35. No personal property is included in the sale of any property and/or parcel(s) owned by the County. The disposition of any personal property located on, in, or under the property or parcel sold shall be the sole responsibility of the purchaser upon transfer of title.
36. The deed issued as a result of the auction shall contain the following provisions: (a) "Nothing contained in any description herein 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) If the parcel being conveyed herein (by the County of Putnam) does not comply with local zoning ordinances and/or is not suitable for construction of a conventional water and/or septic system and is contiguous with a parcel owned by the party of the second part, the parcel described herein shall be automatically merged with said contiguous parcel and the combined parcel shall thereafter be identified by the existing tax map number of said contiguous parcel; (c) If the former owner takes title to the parcel being conveyed herein within thirty-six (36) months from the date hereof, then all liens that were of record when the County took title shall automatically be reinstated".

37. The successful purchaser of each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.

38. Due to the nature of doing business over the internet, The Auction Company reserves the right to re-start bidding on any lot or lots or entire auction due to any technical or technology issue(s) experienced during the auction process. Furthermore, the bidder, bidder as purchaser or purchaser unconditionally agrees that neither the Auction Company nor the County or its principals, agents, servants, employees, and subcontractors, shall be held liable or responsible, in any manner for damage, loss or claims arising out of or related to technical issues or acts of God which are beyond the reasonable control of the Auction Company and County as they may arise from or during the online auction process. The final decision of the Auction Company shall be final and binding.

39. Notice to Real Estate Brokers/Agents: The Auction Company is acting in the capacity of a Real Estate Broker/Auctioneer and NOT as a Realtor on the auction of the properties contained herein. The Auction Company is NOT offering any cooperating brokerage fee to any outside brokerage company or agent for producing a bidder or purchaser at this auction. It is recommended that Brokers and/or Agents structure some type of compensation from the buyer they are representing.

I, the Bidder, acknowledge that I, read, write, and fully understand the English language and further agree and acknowledge that I have fully read and, if felt necessary, reviewed all terms/bidder registration documents related to bidding and purchasing with my counsel. I further acknowledge that all information is true and accurate under penalties of law.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Signature

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Date

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Signature

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Date