

## TERMS AND CONDITIONS OF SALE

1. All bidders are urged to consult an attorney before submitting a bid.
2. The County obtained title to these properties in accordance with the procedures of Article 11 of Real Property Tax Law of the State of New York.
3. There is absolutely no representation as to the quality of title, lot size, condition or existence of improvements of any parcel to be auctioned and all persons proceed at their own risk with respect to same. Any photographs, maps, etc. are for reference only and all properties are subject to such state of facts that an instrument survey will determine. The County sells only its interest. Any information provided by any County employee is subject to this disclaimer.
4. All properties are offered for sale to the highest bidder.
5. There is no minimum bid requirement.
6. The Treasurer retains the right to establish the auction with or without reserve.
7. The County shall retain the right to reject any and all bids.
8. All real property, including any buildings thereon, are sold "as is...where is" as of the date of closing without any representation or warranty whatsoever as to the condition or title and subject to (a) any state of facts an accurate survey or personal inspection of the premises would disclose, and (b) applicable zoning and use/building regulations.
9. Any improvement description concerning manufactured homes, mobile homes and trailers is done for identification purposes of the parcel in question. The manufactured home, mobile home or trailer may or may not be deemed a fixture on the parcel in question and no representations or warranties are made in that regard.
10. The premises being sold may be subject to tenancies and/or leases affecting the said premises, or may be occupied by former owners or squatters without the consent or authorization of the County. Purchaser is to determine the existence and status of such interests and the applicable legal rights thereto. Evictions, if necessary, are solely the responsibility of the purchaser after delivery of the Deed conveying title to the Grantee. No one is permitted to enter upon any parcels offered for sale for any purpose whatsoever, at any time prior to the delivery of the Deed conveying title to the Grantee.
11. No personal property is included in the sale. The disposition of any personal property shall be the sole responsibility of the successful bidder following the closing of the sale. The previous owner should be notified and provided the opportunity to remove personal items.
12. A former owner will not be deemed a successful bidder unless the bid is at least equal to the foreclosed delinquent tax lien and all other delinquent tax liens on the property, plus ii) any and all interest, penalties and all other related delinquency expenses and outstanding charges thereon.
13. The purchaser shall provide information necessary to complete, and shall execute the necessary forms and documents required for recording the deed, including but not limited to the following: identification, name and address to appear on deed, and social security or federal identification number. Such information shall be furnished to the Treasurer's Office on the date of the sale or within 5 business days thereafter. The charge to issue and record a correction deed is \$500 per parcel.
14. Property will be conveyed from the County to a successful bidder by Quit Claim Deed only, conveying all of the right, title and interest of the County in and to the property but not warranting title.
15. The aforementioned Quit Claim Deed from the County shall be recorded by the County in the Yates County Clerk's Office, after receipt of the full purchase price and recording fees.

16. In addition to the accepted bid price, Purchaser shall be responsible for the payment of a buyer's premium consisting of ten-percent (10%) of the accepted bid price.
17. A deposit consisting of twenty-percent (20%) of the accepted bid price plus the ten-percent (10%) buyer's premium shall be paid on the day of the auction. The minimum deposit is \$1,000.00. If the total amount of the accepted bid price plus buyer's premium is less than \$1,000 then such deposit shall consist of the entire bid price plus the ten-percent (10%) buyer's premium.
18. All sales are conditioned upon the occurrence of the following: i) subsequent acceptance by the County Legislature and ii) within 20 days of such acceptance, the successful bidder shall 1) pay any balance due to the Yates County Treasurer, 2) accept and receive the Deed from Yates County, 3) execute all forms necessary to record the Deed from Yates County in the Yates County Clerk's Office and 4) pay all fees to the Yates County Clerk that are necessary to record the Deed from Yates County in the Yates County Clerk's Office. Any balance due must be paid in full in one payment; partial payments are not permitted.
19. Payment of balance must be in the form of cash, money order, bank draft or certified check, payable in US Dollars only; any negotiable instrument tendered in payment must be drawn on a bank located in the United States.
20. All parcels purchased by a purchaser 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 deposits paid, which will be retained by the County as liquidated damages, and the cancellation of all sales to the purchaser, and the purchaser's loss of any and all rights or claims to the parcels.
21. Failure of the purchaser to complete the purchase and comply within the time limits and conditions to sale contained in these Terms and Conditions of Sale, shall result in the forfeiture of all deposits paid, which will be retained by the county as liquidated damages, and the cancellation of the sale to the purchaser, and the purchaser's loss of any and all rights or claims to the property.
22. In the event of default of the highest bidder, the County reserves the right to offer the property to the second highest bidder.
23. Any person who fails to complete a purchase may be disqualified from participating in future County tax auctions as a non-responsible bidder as determined by the Yates County Treasurer.
24. Those persons who have acquired property from the County tax auctions and subsequently allow the foreclosure of the property for nonpayment of taxes shall be disqualified from participating in County tax auctions for a period of 5 years from the date of foreclosure proceeding.
25. All sales are final, absolute and without recourse.
26. 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 previous bid.
27. In the event a sale is cancelled by Court Order, the purchaser shall be entitled to a return of the purchaser's payment of the purchase price or deposit only. The purchaser shall not be entitled to any 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.
28. All Buyers agree to accept title according to these Terms and Conditions of Sale. In the event the Successful Bidder nominates a third party to receive title, such nominee will be required to execute an acknowledgment of these said Terms and Conditions of Sale prior to receiving title.
29. In the event that any recited term herein or part thereof is determined to be unlawful, then in such event, the remaining terms of sale and unaffected portion(s) thereof shall survive and remain in full force and effect.
30. Any taxes levied after January 1 of the current year will be the responsibility of the purchaser. Purchaser may also be liable for unpaid water, sewer or other charges not included in previously levied taxes.
31. Auction results and updates will be posted at [www.yatescounty.org](http://www.yatescounty.org)