

SALE BID FORM: TO THE COUNTY OF SCHUYLER

Town/Village: _____
Former Owner: _____
Parcel I.D.#: _____
BIDDER Name: _____
Address: _____

Sale Price:	\$	_____
Filing Fees:		
a)Deed	\$	45.00
b)Gains Affidavit	\$	5.00
c)Transfer Tax	\$	_____
d)EA5217 Form	\$	_____
TOTAL DUE	\$	_____
Amt Deposited	\$	_____
Balance Due	\$	_____

MINIMUM DEPOSIT REQUIRED – 10% OR \$100 (WHICHEVER IS GREATER)

INSTRUCTIONS AND TERMS OF SALE

THIS FORM IS BINDING AND IRREVOCABLE UPON YOUR SIGNATURE

- A) I am attaching to this bid a minimum of 10% of the knockdown bid or \$100.00, whichever is greater, in the form of cash, cashier’s, bank or certified check or money order, payable to the Schuyler County Treasurer.
- B) I understand that Schuyler County owns this property as the result of enforcement of collection of delinquent taxes under the New York Real Property Tax Law, and that redemption periods have expired.
- C) NO WARRANTY, RESEARCH BEFORE YOU BID.
 - 1) I understand and agree that the property will be sold “as is” and that if this sale is confirmed by the County Legislature, I will accept a Quitclaim Deed from the County of Schuyler, subject to the following agreement: By acceptance of this deed, the Grantee/Party of the Second Part acknowledges and agrees that: There is no representation, express or implied, as to condition of parcel, warranty of title, right of access, or suitability for a particular use. The premises has been transferred in “as is” physical order and condition and subject to: (a) rights of the public and others in and to any part of the premises which lie within the bounds of any street or highway; (b) restrictions and easements of record; (c) any state of facts that an accurate survey would show; (d) the rights of tenants, if any, and it shall be the responsibility of the purchaser to evict or remove any such tenant in possession of the premises; (e) any local zoning, building and land use planning ordinances and laws; (f) boundary disputes, local assessment practices, environmental issues, liens and encumbrances including, but not limited to, bankruptcy proceedings, federal tax liens and/or village tax liens; (g) the disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the recording of the deed. All prior understandings, agreements, representations, and warranties, oral or written, between parties, including, but not limited to the terms and conditions of sale, presented at any tax sale/public auction conducted herein, are merged in this deed; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this deed. There being no warranties of title or other representations made by the County of Schuyler, or its officers, agents or employees, including, but not limited to, the Schuyler Treasurer. The County of Schuyler, its officers, agents or employees, including, but not limited to, the Schuyler Treasurer, shall in no event be or become liable for any defects in the title hereby conveyed, for the condition of the property or for any cause whatsoever. No claim or demand of any nature that arises from this sale or any of the proceedings leading hereto shall ever be made against the County of Schuyler, the Schuyler County Treasurer or their officers, agents or employees.
 - 2) All informational material such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, and verbal descriptions are for identification purposes only and represent no warranty or guarantee as to accuracy or otherwise.
- D) I also agree to and authorize the following:
 - 1) The County will not furnish me with an abstract of title or title insurance.
 - 2) The County does not guarantee that I will be able to obtain title insurance on this property.
 - 3) This bid is subject to confirmation by the Schuyler County Legislature.
 - 4) The Schuyler County Legislature may reject any or all bids.

- 5) In addition to my bid price, I will have to pay the following fees at the time of settlement with the Schuyler County Treasurer:
- a) \$45.00 recording fee
 - b) The real estate transfer tax based upon the amount of consideration bid
 - c) \$5.00 filing capital gains statement, and
 - d) \$125.00 - \$250.00 filing fee for EA5217 form based on property class

The County Treasurer's Office will record the deed and pay filing fees and transfer tax after the balance of the bid is received.

- E) I understand and agree that if I am notified that my bid has been accepted by the County of Schuyler, I must deliver the balance of the purchase price to the County Treasurer's Office not later than 30 days after Legislature approval. Time is of the essence.
- F) I understand and agree that if I do not pay the balance of the purchase price within 30 days after confirmation by the County Legislature, I will forfeit my bid deposit to the County and will not be entitled to the return of the deposit. I understand that following forfeiture, the County will have the right to sell the property to someone else.
- G) I understand and agree that any and all unpaid village and/or school taxes and/or liens are the responsibility of the purchaser.
- H) Bidders at this auction sale may not have delinquent taxes due on any other parcel owned by them or in which they have an interest personal, corporate or otherwise in Schuyler County.
- I) Personal Property: No personal property is included in the sale of any parcel by Schuyler County. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the recording of the deed.
- J) Evictions: Evictions, if necessary, are the sole responsibility of the purchaser following the recording of the deed.
- K) Possession and Entry: The purchaser shall not take possession of, nor enter upon, the parcel until recording of the deed by Schuyler County.

BIDDER/PURCHASER:

DATE: _____

SIGNED: _____

PRINT NAME: _____

SSN: _____ *

CURRENT ADDRESS: _____

* Disclosure of Social Security number is required by NYS Tax Law.

STATE OF NEW YORK)

) SS:

COUNTY OF SCHUYLER)

On this _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC