Internet Bidding Package



Register for auction at AARauctions.com with Member ID and Password.

Our staff will email via DocuSign link this Internet Bidding Packet to complete. Bidders will be notified if we have questions. Late registrations cannot be guaranteed approval to bid.



On the Monday the auction opens for bidding we will AUTHORIZE your credit card for the required deposit. Bidders will be Approved to bid starting at 10AM.

Please Note your online account will say, "Not Approved" until we "Approve" you to bid.



The silent auction website has a "dynamic ending" feature; if someone "sniper bids" on a lot at the scheduled end of the auction, the system will extend the clock two minutes to give everyone time to bid again.

It ain't over 'til it's over – Auctions are the only game in which you have to come in last to win!

HAPPY BIDDING!

SAMPLE. Complete this document digitally via email link from DocuSign.

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.

ABSOLUTE AUCTIONS & REALTY

Absolute Auction Center • info@aarauctions.com
P.O. Box 1739 • 45 South Avenue • Pleasant Valley, NY 12569
Ph: (845) 635-3169 or (800) 243-0061 • Fax: (845) 635-5140
www.AARauctions.com

REAL ESTATE ABSENTEE BID FORM / CREDIT CARD AUTHORIZATION FORM

CARDHOLDER NAME: _____ AUCTION DATE: _____

BILLING ADDRESS: _____

_____

DAYTIME PHONE: _____ EVENING PHONE: _____

VISA/MC/DISC #: _____ 3-DIGIT CVV#: _____ EXP: _____

By signing this authorization form, I (hereafter "Buyer") agree to the following terms and conditions (Full Terms & Conditions are to be signed by Buyer prior to bidding):

1. All bidders are required to register prior to the auction at www.AARauctions.com and complete this Absentee Bid/Credit Card authorization form. Auctioneer reserves the right to decline registration if credit card authorization form is not received. Said credit card will be authorized $1,000, to be able to participate in the real estate auction. Only in the event of a default by high bidder as outlined in #4 of the complete terms and conditions of the auction will the credit card be charged. Defaulting bidder authorizes this expense in advance and agrees not to attempt to reverse said charge for any reason whatsoever.

2. 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.

3 Buyer will be responsible for the total purchase price, including buyer's premium. Upon fall of the gavel, conclusion of the auction, the high bidder and back-up bidder, shall be provided electronically a completed purchase and sale agreement (sample provided on the AARauction.com webpage) reflecting their respective bids, and including the 10% buyers premium. The high bidder and backup bidder agree to sign their purchase & sale agreements (unaltered by successful bidder and back-up bidder). Failure to execute these documents and return to Absolute Auction & Realty, Inc office located at 45 South Ave. Pleasant Valley, NY 12569 on the following business day by 4pm e.s.t. shall be deemed a default by the bidder(s).

I agree not to attempt a chargeback on my credit card for any reason whatsoever.

SIGNATURE: _____ **DATE:** _____

SAMPLE: Complete this document digitally via email link from DocuSign.

Terms and Conditions of Bidding and Purchase for NY Real Estate at Online Auction

Thank you for participating in today's auction. The auction will be conducted by Absolute Auctions & Realty, Inc. (AARauctions.com) on behalf of the owner of the real estate (the Seller). The real estate offered for sale at auction (the real estate) is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection within the Internet Bidding Packet.

1. Registration. All bidders are required to register prior to the auction at www.AARauctions.com, complete an 'Internet Bidding Packet', tender a deposit of $1,000 in cash, wire transfer or guaranteed funds made payable to Absolute Auctions & Realty, Inc. And deliver/mail to Absolute Auction Center, 45 South Ave., P.O. Box 1539, Pleasant Valley, NY. In the event of a successful bid, bidder approves applying said funds toward the 10% buyer's premium downpayment. Auctioneer reserves the right to decline registration if forms are not completed.

2. Bid documents. Upon fall of the gavel, conclusion of the auction, the high bidder and backup bidder, shall be provided electronically a completed Purchase and Sale Agreement (sample provided on the AARauctions.com webpage) reflecting their respective bids, and including the 10% buyer's premium. The high bidder and backup bidder agree to sign their Purchase & Sale Agreements (unaltered by successful bidder and back-up bidder) and adhere to the closing date therein. Failure to execute these documents and return to Absolute Auction & Realty, Inc office located at 45 South Ave. Pleasant Valley NY 12569 on the following business day by 4pm E.S.T. shall be deemed a default by the bidder(s).

3. Buyer's premium. 10% buyer's premium shall be added to the top bid to become part of the purchase price. Buyer's premium definition: the buyer's premium is that portion of the commission(s) which is/are being paid by the buyer. It is clearly understood and agreed by both buyer and seller that the auctioneer and broker represent the seller only. The full buyer's premium is due no later than 4:00 pm on the next business day following the auction, the successful bidder shall deliver, by wire transfer, or guaranteed funds acceptable to auctioneer/broker, the balance of the ten percent (10%) of the bid price. Said downpayment funds shall be payable to Absolute Auctions & Realty and deposited in an account designated by Absolute Auctions & Realty, for preservation of said funds. Failure to fund said downpayment shall constitute immediate default by the high bidder.

4. Default: High bidder agrees that failure to acknowledge the Purchase and Sale Agreement as outlined in #2 above, and, or, failure to fund the buyer premium downpayment as outlined in #3 above shall constitute default. In the event of default, bidder acknowledges he or she shall forfeit all monies deposited. Seller shall retain all other remedies available by law.

5. Back up bidder: The back-up bidder agrees that his/her bid shall be kept open until such time as the buyer's premium has been provided to auctioneer/broker by the high bidder. In the event the high bidder fails to provide the buyer's premium, the backup bidder shall become the high bidder and shall be obliged to provide the funds set forth herein, by 4:00 pm the following business day, upon notification by any means that he or she is now the successful bidder.

6. Closing documents. Seller shall provide a legally recordable deed. Seller will deliver title of record.

7. Representations and warranties. Broker makes no representations or warranties with respect to the subject property, as same address zoning, site plan approval or other federal, state or local laws. Any maps, plats, surveys, site plans, subdivision maps or the like have been supplied by seller and auctioneer/broker make no representation, warranties or guarantees with respect to locations, dimensions, track sizes, suitability for use, or subsurface conditions.

8. Representation. By execution of this agreement the bidder acknowledges the auctioneer/broker represent the seller, only, and the commission paid in respect to this sale is identified as a buyer's premium as set forth in paragraph four above. This is a portion of commission paid by the buyer.

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9. Determination of disputes. In the case of disputed bids, the auctioneer/broker shall exercise his or her best discretion in determining the resolution of claims, and such decision is final. Such decision shall not be the subject of any post-auction claims. Auctioneer/broker reserves the right to bid on behalf of buyers and/or sellers. No transfer shall be recognized from one buyer to another. In the event a dispute should arise after the auction, the auctioneer/broker's records shall be conclusive. Bidder agrees that litigation shall be conducted in Dutchess County, NY.

10. Privacy of auction. The auction is a privately conducted event, not open to the public and as such, auctioneer/broker reserves the right to refuse admittance to any person.

11. Indemnity provisions. By execution of this agreement, bidder agrees to bear responsibility for any charges, claims or expenses incurred by reason of any violation, breach or default in respect to these terms and conditions, including, reasonable attorney's fees, court costs, the cost of re-sale, and remarketing costs. The foregoing remedies are not exclusive.

12. General provisions. All bids tendered for auction are subject to the approval of the seller, unless stated otherwise. The provisions herein made cannot be altered except in writing, and any provision of this agreement shall be interpreted in accord with New York Law. This agreement shall not be interpreted or construed in a manner which creates a negative inference based upon the fact that the broker prepared the agreement. Facsimile signatures shall be considered binding. In such event any provision herein is deemed illegal, void or unenforceable by a court of law, it shall not impact the body or balance of the agreement.

13. Interpretation. Interpretation of this agreement shall be consistent with the purchase and sale agreement, it being the stated intent that this document and the purchase and sale agreement are to be read as integrated documents conferring the same rights and obligations.

14. Forfeiture Upon Default. In such event buyer fails to abide the terms and conditions set forth herein or fails to abide the obligations arising from the purchase and sale contract executed in conjunction with this sale, buyer acknowledges he or she shall forfeit all monies deposited. By execution of this agreement, bidder acknowledges this is a negotiated result, and the forfeiture of said sums of money do not constitute a penalty.

Date:	Date:
Print Name:	Print Name
Signature:	Signature:
Driver's License/State:	Driver's License/State
Company:	Company:
Street:	Street:
City/Town:	City/Town:
State: Zip:	State: Zip:
Day phone:	Day phone:
E-mail:	E-mail:
SS#:	SS#:

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NEW YORK STATE OF OPPORTUNITY.
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

SAMPLE. Complete this document digitally via email link from Docusign.

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 (*Print Name of Licensee*) of Absolute Auctions & Realty, Inc. (*Print Name of Company, Firm or Brokerage*)

a licensed real estate broker acting in the interest of the:

(X) Seller as a (*check relationship below*)

(X) 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 { X } Buyer(s) and/or { } Seller(s):

_____ _____

_____ _____

Date: _____ Date: _____

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NEW YORK STATE OF OPPORTUNITY. | **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.

SAMPLE: Complete this document digitally via email link from DocuSign.

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 OF OPPORTUNITY. | **Division of Licensing Services**

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.

SAMPLE. Complete this document digitally via email link from DocuSign.

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) _X__ 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) _X__ 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) ___JG_ 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
Jennifer Gableman, Broker			
Agent	Date	Agent	Date

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CONTRACT FOR PURCHASE & SALE OF NEW YORK REAL ESTATE

This is a legally binding contract. If not fully understood, we recommend that all parties to the contract consult an attorney before signing.

Date: December 10, 2026

This is a Purchase and Sale agreement, provided at the auction sale herein referenced. By signing below, purchaser acknowledges the terms and conditions for purchase are incorporated herein and same are legally binding, it being the intent of the parties that the obligation of purchaser arising from the "Terms and Conditions" and this Purchase and Sale Contract, shall be deemed one and the same.

1. IDENTIFICATION OF PARTIES TO THE CONTRACT

A. SELLER

(even though the word "Seller" is singular, it refers to each and all of those who sign below as Seller).

B. PURCHASER

(even though the word "Purchaser" is singular, it refers to each and all of those who sign below as Purchaser).

2. PROPERTY TO BE SOLD

The property which the seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as:

Class code
Tax ID #

This property includes all Seller's rights and privileges, if any, to all land, water, streets, and roads annexed to, and on all sides of the property. All real property, including any buildings thereon, is sold "AS IS, WHERE IS". The lot size of the property is approximately _____ +/- acres.

3. ITEMS INCLUDED IN SALE

The following, if located on the property at the time of signing of the contract, are included in the sale, "as is:"

A. All buildings and improvements,
B. Lighting, heating and plumbing fixtures,
C. Window shades, venetian blinds, traverse rods, curtain rods,
D. All wall to wall carpeting,
E. Storm and screen doors and windows,
F. Water softeners (if owned by seller),
G. All shrubbery, trees, and plants in the ground, and,
H. Other items not listed above and which are included in the sale are listed here:
N/A

4. ITEMS EXCLUDED FROM SALE

The following items are excluded from the sale:
N/A

5. BUYER'S PREMIUM

It is clearly understood and agreed to by both the Buyer and the Seller that THE BUYER'S PREMIUM IS THAT PORTION OF THE COMMISSION WHICH IS BEING PAID BY THE BUYER. THE AUCTIONEER/BROKER REPRESENTS ONLY THE SELLER. If either the buyer or the seller should fail to perform on the contract the party responsible for failing to close on the property shall be responsible for the full commission due the Auctioneer/Broker. In the event the Buyer defaults, the funds held by the Auctioneer/Broker shall be retained to the extent of the full Buyer's Premium and the balance shall be remitted to the seller or his or her attorney.

6. FORFEITURE PROVISIONS

Buyer has heretofore deposited a sum of money at the auction as well as a 10% Buyer's Premium, which said sums are presently within a designated escrow account by the Auctioneer/Broker. The Buyer acknowledges that, in the event of default pursuant to the terms of this contract or a violation of the "Terms and Conditions" of the auction, the funds provided shall be forfeit and immediately released to the Auctioneer/Broker, as same represent liquidated damages. The foregoing shall not be construed as a penalty clause inasmuch as the terms and conditions for the auction identify this fact and inasmuch as the auction has already been conducted and Seller has committed to the Purchaser.

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The parties hereto agree that it represents a fair, equitable and negotiated resolution to Seller's legitimate claim of default, and not a penalty.

7. PURCHASE PRICE

The Purchase Price is:

$ ( )

8. METHOD OF PAYMENT

The Purchaser shall pay the purchase price as follows:

A	$	Bid tendered at Auction.
B		Ten Percent (10%) Buyer's Premium. Purchaser agrees to pay this amount.
C		Total sale/purchase price which includes the Buyer's Premium. (A+B=C)
D		Paid as a "Cash/Bank Check/Guaranteed Funds/Wire transfer" down payment with this contract at Auction to Broker's escrow account within twenty-four (24) hours of auction date.
E		Balance due in Cash, Bank or Certified Check at closing. (C-D=E)

9. MORTGAGE EXPENSES

A. Any mortgage recording tax, recording fee, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage shall be paid by the Purchaser.

B. Seller assumes all responsibilities regarding the filing of the required tax reporting forms with respect to the sale and transfer of this property.

10. SELLER'S TITLE

Seller will transfer to Purchaser all his right, title and interest in the property. Seller will convey title to purchaser subject to any easements of record; existing restrictions, covenants, conditions of record; zoning and environmental protection laws in existence as of this date. Buyer is responsible for ordering and paying for survey, title search and title insurance if he desires.

11. DEED

The property shall be transferred from Seller to Purchaser by means of a **BARGAIN & SALE or QUIT CLAIM DEED**. The deed will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee or conservator, the deed usual to such cases shall be accepted. Other type of transfer: N/A

12. NEW YORK STATE TRANSFER TAX.

The Seller agrees to pay New York State Real Property Transfer Tax as set by law, except mansion tax to be paid by buyer.

13. TAX AND OTHER ADJUSTMENTS

The following shall be adjusted between the Purchaser and Seller as of the date of possession.

A. Rents, if any, as and when collected,
B. Interest and mortgage escrow account, if any
C. Taxes, sewer and water rents,
D. Municipal assessment yearly installment, if any
E. Fuel, if any

14. DATE AND PLACE OF TRANSFER OF TITLE

The transfer of title to the property from Seller to Purchaser will take place at the office of the lender's attorney if the Purchaser obtains a mortgage loan from a lending institution. Otherwise, the closing will be at the office of the attorney for the Seller. The closing will be completed with title transferred on or before **January 11, 2027**, time is of the essence.

15. POSSESSION

The purchaser shall be granted possession of the property at closing, provided transfer of title has occurred. The Purchaser recognizes that possession of the property is subject to the rights of any tenants on the property.

16. DOWN PAYMENTS:

It is agreed that any payments made by the Purchaser prior to transfer of title are to be deposited with the Selling broker. Down payment(s) will be held in an escrow account designated by the Auctioneer/Broker at which time broker shall apply the total payments to the brokerage fee due and any excess of down payment over and above the fee earned will go to the Seller unless there has been a forfeiture or an agreed and written agreement for distribution of funds which is contrary to the form provided herein. Any interest earned on down payments will be the property of ABSOLUTE AUCTIONS & REALTY. If the buyer fails to perform, the forfeiture provisions set forth in paragraph 6 shall apply to downpayment funds.

17. BROKER PARTICIPATION

The parties acknowledge that Auctioneer/Broker is acting as Seller's agent only. Buyer represents that no agent representing the buyer or any other such Broker will claim that they have procured this

SAMPLE. Complete this document digitally via email link from DocuSign.

transaction unless a properly executed Broker Participation form is acknowledged by Auctioneer/Broker. In the event of any such claim outside of said Broker Participation from, Buyer shall bear full responsibility for any such claim and hold harmless and indemnify Seller or Auctioneer/Broker therefrom.

18. REMEDIES UPON DEFAULT

In the event there is no forfeiture pursuant to paragraph 6 or 16 above, seller shall have any other available remedy under New York law, including but not limited to, an action for damages, specific performance, declaratory judgment, injunctive relief, or any other recognizable claim. In the event of an action commenced in any court that possesses jurisdiction over the parties, the seller shall be entitled to recoup court fees, attorney fees, any costs associated with re-auctioning the property and/or re-marketing the property, and any other expenses reasonably related to buyer's default, from the defaulting party.

19. ENTIRE AGREEMENT

There are no representations made outside of the four corners of this contract, and the provisions hereinmade with respect to the Buyer's obligations are integrated and hereby incorporate the Terms and Conditions executed by Buyer on the occasion of the auction. Purchaser acknowledges this property is transferred as is, and there are no warranties, guarantees or promises which shall survive title. By execution of this contract, Purchaser acknowledges it has had ample opportunity prior to execution to inspect, review and observe and all conditions relative to the subject premises which would cause concern to a reasonable Purchaser. TERMS OF THIS CONTRACT WILL NOT BE MODIFIED IN ANYWAY UNLESS AGREED TO IN WRITING BY ALL PARTIES.

20. BINDING CONTRACT

Purchaser and Seller agree that they, their heirs, legal representatives, successors and assigns will be bound under this contract. A signed facsimile of this document will represent a fully executed contract.

21. OTHER TERMS: N/A

22. THE BUYER AGREES TO PAY ABSOLUTE AUCTIONS & REALTY A BUYER'S PREMIUM OF:
$ (.) upon signing this agreement.

23. SELLER'S AGREEMENT TO PAY COMMISSION

Seller hereby accepts the above offer and agrees to sell on the terms and conditions set forth and agrees to pay Absolute Auctions & Realty a brokerage fee of $N/A or N/A% of the selling price stated above.

DATE: _____ DATE_____

PURCHASER **SELLER**

X_____ X_____

EIN/SS#_

X_____ SS/EIN#_____

EIN/SS#_____

ATTORNEY **ATTORNEY**

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