# Sullivan County, NY 12/3, 2026
# Tax Foreclosure Auction
# Bidder Registration Package

All auction registration takes place online, not in person.

**First,** bidders need to become a member of our website, NYSAuctions.com including entering a valid credit card number, **then** Register for the auction using their Member ID and Password.

**Next,** our staff will email an electronic Internet Bidding Packet to complete using e-signature verification (You will upload your government issued ID also).

Bidders will be notified if registration is incomplete.

**Bidders will be Approved to bid on the Tuesday prior to the auction.**

**ALL documents must be received in our office by 4:00PM, on the Tuesday prior to auction. *NO EXCEPTIONS*.**

**Late registrations cannot be guaranteed approval to bid.**

**Register for auction at NYSAuctions.com**

**Complete IBP via e-signature**

**"Approved" to bid the *Tuesday, prior* to the auction**

**THANK YOU!**

We are glad to have you participate in our tax foreclosure real estate auction. We use e-signatures to complete packet online making it completely safe, secure and convenient for you to participate!

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



### Become a Member

1. Click "Become a Member" at top of screen at NYSAuctions.com.
2. Complete requested information, and click "Submit".
3. To be an Approved Member, please enter a valid credit card.
4. 'Register for Auction' using your Member ID and Password.



### Registering as an Individual?

Attach to your registration:
1. A photo of your driver's license.
2. If two people are registering for the auction: i.e husband/wife or partners, attach both driver's licenses.



### Registering as Corporation or LLC?

Attach to your registration:
1. The FILING NOTICE from the state where your Corporation was recorded.
2. The IRS/Treasury Department notice with your Federal Id Number.
3. Complete Corporation Resolution. Form inside packet.

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.**

**NYSAuctions.com | AARauctions.com**

# CREDIT CARD FORM

NYSAuctions.com
Attn: Bidder Registration Clerk
Physical address: 45 South Avenue, Pleasant Valley, NY 12569
Mailing address: PO Box 1739, Pleasant Valley, NY 12569
Office Phone: (800) 243-0061

***Credit card registration form (Visa, MasterCard and Discover Card only).***

**Billing Name and Address:**

Name: _____

Street: _____

City: _____

State: _____ Zip Code: _____

Phone number _____

E-mail address: _____

**Credit Card #1:**
Card Number: _____

Expiration Date: ___/____ Verification Number on rear of card: _____

Exact Name as printed on card: _____

If you need to provide CC from another person, email info@aarauctions with name and email for that person for CC form.

**Billing Name and Address:**

Name: _____

Street: _____

City: _____

State: _____ Zip Code: _____

Phone number _____

E-mail address: _____

**Credit Card #2 (Optional):**
Card Number: _____

Expiration Date: _____ Verification Number on rear of card: _____

Exact Name as printed on card: _____

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: _____

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# TERMS & CONDITIONS

Terms and Conditions of the Auction

INTERNET TERMS (in addition to standard terms below):

1. Registration. All bidders are required to register and provide suitable I.D. (photo copy acceptable) prior to the auction, all registrations will take place ONLINE. The Internet Bidding Packet (IBP) will be emailed via electronic link once bidder registers for the auction at NYSAuctions.com. A sample IBP can be found at the top of the auction web listing approximately 30 days prior to the auction. Auctioneer reserves the right to decline registration if I.D. produced is not sufficient. A copy of the bidder's valid driver's license or passport must be provided to the auctioneer. NO EXCEPTIONS.
2. Bidder approval for internet. In order to bid online, you will need to complete the Internet Bidding Packet (IBP) that will be emailed to you via electronic link from DocuSign. A sample IBP can be found at the top of the auction web listing approximately 30 days prior to the auction. Completed documents must be received by auctioneer/broker no later than 4:00PM on December 1, 2026, to be approved to bid online for this auction. NO EXCEPTIONS.
3. No Recourse. Internet bidding through our Provider is offered as a service to our customers, and bidders shall not hold Sullivan County and/or Absolute Auctions & Realty, Inc., responsible for any failure due to the loss of the internet connection supplied to Absolute Auctions & Realty, Inc., by the Provider.

STANDARD TERMS:

1. Sullivan County acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax foreclosure proceedings; and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, a parcel shall be defined as a section, block and lot number.
3. The premises are sold subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose: (b) applicable zoning/land use/building regulations; (c) water and sewer assessments which will be the responsibility of the purchaser, whether they are received or not; (d) the 2027 Town/County tax bill, 2025/2026 and 2026/2027 village taxes, 2026/2027 school taxes, any village or town water and sewer rents and assessments, in addition to any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); all of which will be the responsibility of the purchaser whether they are received or not: and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the applicable taxable status date prior to the public auction.
4. Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. In addition, the premises being sold may be subject to a NYS DEC Forest Management Plan. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and sold subject to the provisions of law applicable thereto.
5. Bidder acknowledges receipt of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Bidder also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards, mold, asbestos or any other hazardous substances.
6. All Bidders are advised to thoroughly research the premises, including an examination of title, site inspection and review of any Town/Village records for the premises prior to the date of the auction. Upon delivery of the quitclaim deed by the County of Sullivan to the successful purchaser, any and all claims with respect to title or condition of the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by Sullivan County, unless the former owner or occupant has abandoned same. The disposition of any personal property located upon any parcel sold shall be the sole responsibility of the successful purchaser following the closing of title.
8. All informational tools, such as sales, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, etc., are for identification purposes only. They are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE COUNTY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE, except that the County has complied with requirements of New York State Law regarding the Tax Foreclosure proceeding.
9. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title. Representations and property descriptions contained in the auction brochure, or website, or made verbally prior to or during the auction, are for informational purposes only, and should not be relied on by any bidder. BIDDERS ARE URGED TO PERSONALLY INSPECT EVERY PROPERTY THAT THEY ARE INTERESTED IN BIDDING ON.
10. The County of Sullivan reserves the right, in its sole discretion, to withdraw from the auction any of the properties listed on the schedule of real property, at any time. The County Treasurer, or Deputy County Treasurer, has sole discretion to make decisions concerning the conduct of the auction, prior to and during the auction, including, but not limited to the method of sale for each parcel or groups of parcels.

AT THE AUCTION

11. All bidders are required to register and provide suitable personal identification, such as a driver's license or passport, at registration. Auctioneer reserves the right to decline registration if identification is not sufficient. Individuals other than lawyers, acting on behalf of others (including spouses), not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized. Incorporated entities (Inc., Corp., LLC, etc.) are required to provide a corporate resolution with a corporate seal affixed where applicable, authorizing the purchase of real property, prior to the transfer of title. [Incorporated entities (Inc., Corp., LLC., etc.) are required to provide AT REGISTRATION: 1) a copy of the state entity incorporation filing receipt, 2) EIN number and 3) a corporate resolution duly embossed with incorporation seal authorizing the registrant to purchase real property for said entity.] In addition, all incorporated entities will be required to execute an affidavit attesting

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that neither it nor any of its principals, officers or agents are affiliated with or acting on behalf of the former owner(s) of any parcel of real property they shall or intend to offer a bid upon at the auction (Copy of Affidavit attached hereto).

12. All bidders are required to use the bidder number issued to them for all purposes associated with the auction. A bidder may not bid on behalf of a party who is on the prohibited bidder list. A party will be added to such list if he has defaulted in payment of a purchase price, or taxes following a purchase. Previously defaulting parties are not allowed to bid.
13. All required deposits must be paid in full for all successful bids immediately upon being declared the successful bidder. Any successful bidder, who fails to tender the deposit, will be forbidden to participate in this or any other auction. Any parcels which the County did not receive deposits for, as per these terms and conditions, will be considered to be defaulted, and the bidder will be disqualified from further bidding. Furthermore, upon a default in payment for any one parcel, either during the auction or subsequent thereto, the bidder shall not be permitted to purchase any other parcel(s) bid on, and any deposit monies paid thereon will be forfeited to the County.
14. The terms "bidder", "highest bidder", and "successful bidder" shall all have the same meaning.
15. Successful Bidder shall provide information necessary to complete, and shall execute the necessary forms and documents required for recording the deed in the Sullivan County Clerk's Office. The bidder executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid. The deed will be prepared in the name of the successful bidder (and spouse) only. Any changes to the owner of record shall be the responsibility of the successful bidder after the deed is recorded. No third-party bidding will be accepted, unless the bidder identifies that he is bidding as an agent for a disclosed principal, or unless the bidder is a lawyer.
16. During the auction, 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 proceeding bid.
17. The Successful Bidder will execute an Offer to Purchase form immediately upon being declared the high bidder. The approval of each bid by Resolution of the County Legislature will bind the bidder only and the County reserves the right to reject any bid prior to the closing of title and the recording of the deed.
18. The Successful Bidder shall be responsible for the payment of a ten percent (10%) buyer's premium for credit card or a 7% buyer's premium discount for cash or other guaranteed funds, in addition to the accepted purchase price, taxes, an advertising fee of 1.5% of the bid price, and the closing fees/costs. The "buyer's premium" is the fee/commission earned by the auctioneer. Accepted purchase price is the amount bid by the highest bidder, which has been approved by the Sullivan County Legislature.
19. The former owner of the property, or his agent, shall be permitted to bid at the auction of the parcel formerly owned by them. However, the former owner will be required to pay the bid price or repurchase price (as well as all associated fees set forth above), whichever is greater. The "repurchase price" is defined in Chapter 164 of the Sullivan County Code. If the former owner or his agent reacquires the property, all liens existing prior to the foreclosure, will be reinstated and the purchaser (former owner) must sign the deed to confirm same.
20. 20% or $1,000 of the total contract price (total contract price is the combination of the high bid and the buyer's premium, as defined in paragraph 19 of these terms and conditions), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of an Offer to Purchase form. Total contract prices selling for $1,000.00 or less must be paid in full at the auction, including all closing costs will be paid with the down payment on the day of the auction for each parcel, to wit: (a) New York State Transfer Tax [$2.00 for each $500.00 of the purchase/bid price]; (b) Filing Fee for the Real Property Transfer Report [$125.00 if the parcel's classification code is 100-199, 200-299 or 411-C; $250.00 for all parcels otherwise classified]: (c) Filing Fee for combined Gains Transfer Tax Affidavit [$5.00]; (d) all fees required by the Sullivan County Clerk for recording of the deed [$50.00 to record a one page deed; $5.00 for each additional page]; and (e) a $20.00 surcharge. Closing costs may be subject to an increase in fees as required by law, without notice. All deposits must be made by credit card (Master Card, Discover Card or Visa), cash or guaranteed funds (bank check/tellers check/cashier's check) payable to the "Sullivan County Treasurer" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions. Wire transfers will not be accepted. In such event that a charge back is initiated by Purchaser and that such attempt is upheld in favor of Auctioneer/Sullivan County, Purchaser agrees and authorizes to compensate Auctioneer with a $750.00 recovery fee as a new charge to their credit card(s) without requiring additional Purchaser signature(s). Failure to pay such recovery fee will result in collection action against said Purchaser(s).

AFTER THE AUCTION

21. All bids shall be subject to approval by the Sullivan County Legislature, which shall have the right, in the Legislature's sole discretion, to reject any bid for any reason whatsoever.
22. The entire balance of the accepted purchase price, the buyer's premium, as defined in paragraph 18 of these terms and conditions, and all closing costs/fees including all taxes, costs and fee referred to in paragraphs 3 and 4 must be paid by credit card (Master Card or Visa and subject to an additional fee), cash or guaranteed funds payable to and received by the Sullivan County Treasurer's Office on or before January 8, 2027. The County is not required to send further notice to a purchaser. If the purchaser fails to pay the balance of the total contract price plus closing costs and fees as herein provided, the deposit shall be forfeited. The County reserves the right to bring an action for specific performance. "Time is of the essence." If purchaser does not complete and return the transfer documents required to file the deed, the purchaser forfeits their rights to the property and will not receive a refund.
23. Purchasers of residential, improved properties will reimburse the County $50.00 at the "closing" in those cases where the County has installed smoke alarm and carbon monoxide detectors.
24. All parcels for which you are the highest bidder must be paid pursuant to these Terms. There will be no selective closings. Failure to remit full payment on all parcels for which you are the successful bidder will result in a forfeiture of all monies tendered, and you will not be permitted to close on any other parcels for which you were the successful bidder.
25. If a Successful Bidder owes any delinquent taxes to Sullivan County, those delinquent taxes must be paid in full prior to closing on any purchases made at this auction. Any installment agreement must not be in default. Failure to comply with this provision will result in the forfeiture of any deposits paid.

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26. If the successful bidder fails to tender such amount due by the close of business on January 4, 2027, then the County may, but is not obligated to offer any unsold property to the second highest bidder. All terms and conditions for the sale set forth herein above shall apply to the second highest bidder and/or any other purchaser.
27. In the event that a sale is cancelled by court order or judgment, the successful bidder shall be entitled only to a refund of any deposits paid with interest at 3%. If the bid is rejected by the Sullivan County Legislature, any refund will be returned without interest. Purchasers agree that they shall not be entitled to special or consequential damages, attorney's fees; reimbursement for any expenses incurred as a result of ownership, improvements made to the property or for taxes paid during period of ownership.
28. All sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall Sullivan County and/or Absolute Auctions & Realty 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, arising from this sale and conveyance.
29. Conveyance shall be by quitclaim deed only, containing a description of the property 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 accepted purchase price, buyer's premium, and closing fees/costs. POSSESSION OF PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED WITH THE SULLIVAN COUNTY CLERK CONVEYING TITLE TO THE PURCHASER. TITLE VESTS UPON 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. The quitclaim deed will be issued solely in the name of the successful purchaser and cannot be changed to another party.
30. A quitclaim 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) Excepting and reserving for highway purposes a strip of land parallel to and extending twenty-five (25') feet from the center line of any county road abutting the premises conveyed and excepting and reserving all the right, title and interest of the County of Sullivan in and to any portion or interest of the lands being conveyed, which interest was heretofore acquired other than pursuant to the provisions of Real Property Tax Law of the State of New York; (c) If the lands being conveyed herein (by the County of Sullivan) do not comply with local zoning ordinances and/or are not suitable for construction of a conventional water and/or septic system and are contiguous with lands owned by the party of the second part, the lands described herein shall not be conveyed without also simultaneously conveying the contiguous lands owned by the party of the second part to the same grantee, unless the planning board approves the sale in a different configuration. This restriction will run with the land. Whenever required, the abandonment provisions of the real property tax law shall be used (Section 560 RPTL); (d) If the former owner is the grantee herein, or acquire the property within thirty-six (36) months subsequent to the date of the auction, then all liens that were of record when the County took title will thereby be reinstated, automatically by operation of law".
31. Evictions, if necessary, are solely the responsibility of the successful purchaser.
32. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
33. By acknowledging and executing these Terms & Conditions, the bidder certifies that he/she is not acting on behalf of the former owner(s) of the property against whom Sullivan County foreclosed and has no intent to defraud Sullivan County of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom Sullivan County foreclosed within thirty-six (36) months subsequent to the date of the auction. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to Sullivan County and consents to immediate entry of a judgment by Sullivan County for said amounts (A copy of the within Terms and Conditions executed by the bidder/purchaser shall be attached to and warrant the filing of an Affidavit of Confession of Judgment.)
34. Bidder gives permission for Auctioneer and those acting pursuant to its authority to photograph, video tape, or use any other electronic method of recording my likeness and/or voice to be used at the Auctioneer's discretion in auction-related publications and/or websites.

PLEASE PRINT YOUR NAME, ADDRESS (as you wish it to be shown on the deed) AND SOCIAL SECURITY NUMBER BELOW:

Signature _____

Printed Name (Individual): _____

Company: _____

Social Security # (For Individuals): _____

Federal ID # (For Company Only): _____

Address: _____

City: _____ State:_____ Zip:_____

Phone Number _____

E-Mail Address: _____

Signature _____

Printed Name: _____

Social Securtity Number: _____

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COUNTY OF SULLIVAN: STATE OF NEW YORK

----------X

IN THE MATTER OF THE TERMS AND CONDITIONS OF THE AUCTION OF CERTAIN PARCELS OF REAL PROPERTY BEING CONDUCTED ON OR ABOUT December 3, 2026 ON BEHALF OF THE COUNTY OF SULLIVAN.

AFFIDAVIT OF INCORPORATED ENTITY

----------X

STATE OF NEW YORK )

)ss:

COUNTY OF SULLIVAN )

_____, being duly sworn deposes and says:

1. I am the duly authorized representative/agent of _____ ("Incorporated Entity"). I have been authorized by the Incorporated Entity to execute all documents and perform all actions necessary to participate, on behalf of the Incorporated Entity, as a bidder in the above captioned auction. I have read the Terms and Conditions of the Auction and am fully familiar with the content of that document and have executed same on behalf of the Incorporated Entity. Any capitalized term not defined herein will have the meaning ascribed thereto in the Terms and Conditions of the Auction, said Terms and Conditions of the Auction are incorporated herein by this reference.

2. On behalf of the Incorporated Entity I make the following representation/statement: "Neither the Incorporated Entity nor any of its principal(s), officer(s), director(s) or partner(s) have any affiliation with or are acting on behalf of the former owner(s) in any manner". For the purpose of this representation/statement; former owner(s) shall include any person or entity that the County of Sullivan ("County") acquired title from, in this matter, pursuant to Article 11 of the Real Property Tax Law.

3. I am aware and acknowledge that the County is entitled to and shall strictly rely upon the representation/statement made in Paragraph #2 above.

4. In the event that the County reasonably determines that the representation/statement set forth in Paragraph #2 above was falsely or fraudulently made, then the County shall be entitled to pursue any or all of the following remedies;

a) Reject any accepted bid made on behalf of the Incorporated Entity,
b) Retain any deposits made by the Incorporated Entity as the Successful Bidder,
c) Seek relief in a Federal or a State court proceeding, including but not limited to an action to vacate/declare void any deed transferring ownership from the County to the Incorporated Entity,
d) Deny Incorporated Entity the ability to participate in future auctions conducted on behalf of the County and
e) Report the conduct to an appropriate police or administrative agency.

5. I have executed this Affidavit knowingly and freely without duress, coercion or intimidation of any kind.

Dated: _____

Name: _____

Title: _____

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# CORPORATE RESOLUTION
# AUTHORIZING INDIVIDUAL OR OFFICER TO ACT

Date: _____

On this day, _____
(Print Name of Acting Individual or Officer)
is hereby authorized to tender bids and sign contracts to purchase real property at the

_____ County/Town/City Tax Foreclosure Auction in the state of NY
(Print Municipality) (State)

on behalf of _____
(Print Name of Incorporated Entity)

by _____, _____
(Print Authorizing Officer Name) (Title)

Signature: _____

**Identification of Incorporated Entity Ownership (Must total 100%)**

| Name | Street | City, State Zip | Social Security # | Ownership % |
|---|---|---|---|---|
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| | | | | |
| | | | Total % | |

Witness: _____, NYSAuctions.com Representative
(Print Name)

Signature: _____

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A new state law has imposed new requirements for certain real estate transfer tax filings. Effective September 13, 2019, when a limited liability company (LLC) is the grantor or grantee in a deed transfer of a one- to four-family residence or a residential condominium, the following forms cannot be accepted for filing unless accompanied by documentation that identifies the names and business addresses of all members, managers and other *authorized persons* of the LLC:

- Form TP-584, *Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax*; and
- Form TP-584-NYC, *Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax for the Conveyance of Real Property Located in New York City*

The required documentation must include a list of all members, managers and other authorized persons of the LLC. If any member of the LLC is itself an LLC or other business entity, the names and addresses of the shareholders, directors, officers, members, managers and/or partners of that LLC or other business entity must also be provided until ultimate ownership by *natural persons* is disclosed.

The documentation should include the name, business address and taxpayer identification number for each individual and entity. In addition, documentation should demonstrate that 100% of the ownership of each entity has been reported.

*Authorized person* means a person, whether or not a member, who is authorized by the operating agreement, or otherwise, to act on behalf of an LLC or foreign LLC.

*Natural person* means a human being, as opposed to an artificial person, who is the beneficial owner of the real property. A natural person does not include a corporation or partnership, natural person(s) operating a business under a d/b/a (doing business as), an estate (such as the estate of a bankrupt or deceased person), or a trust.

Form TP-584 (7/19) and Form TP-584-NYC (7/19) and their corresponding instructions will be revised to instruct filers of this new requirement. However, in the meantime, the required documentation should be included as an attachment to the existing form.

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IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: [redacted]-2012

Employer Identification Number:
[redacted]

Form: SS-4

Number of this notice: [redacted]

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

[redacted] MBR
[redacted], CO [redacted]

SAMPLE

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 [redacted]/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

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N.Y.S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

ONLINE FILING RECEIPT

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ENTITY NAME: YOUR NEW COMPANY, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC) COUNTY: NASS

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FILED:01/01/2025 DURATION:********** CASH#:xxxxxxxxxxxxxxx FILE#:xxxxxxxxxxxxxxxxxxxxxxx
DOS ID:1234567

FILER:
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SAMPLE

EXIST DATE
---
01/01/2025

ADDRESS FOR PROCESS:
---
THE LLC
123 YOUR STREET
YOUR TOWN, NY 12345

*Filing receipt from New York Dept. of State*
*issued upon initial filing of the Articles of Organization*
*(LLC Formation Document)*

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

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SERVICE COMPANY: HUBCO-29
SERVICE CODE: 29

| | | | |
|---|---|---|---|
| FEE: | 210.00 | PAYMENTS | 210.00 |
| | --- | | --- |
| FILING: | 200.00 | CHARGE | 0.00 |
| TAX: | 0.00 | DRAWDOWN | 210.00 |
| PLAIN COPY: | 0.00 | | |
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# AGENCY DISCLOSURE

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

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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, Broker of Absolute Auctions & Realty, Inc.

*(Print Name of Licensee)* *(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.

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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

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.

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## 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 Kathleen Lara | Date | Seller | Date |
| Purchaser Jennifer Gableman | Date | Purchaser | Date |
| Agent Jennifer Gableman, Broker<br>Absolute Auctions & Realty, Inc. | Date | Agent | Date |

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# Agricultural District Disclosure Notice

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

"It is the policy of this state and this community to conserve, protect and encourage the development and improvement of the agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but are not limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances."

Date: _____ Date: _____

Printed Name: _____ Printed Name: _____

Signature: _____ Signature: _____

Corporation name (if applicable): _____

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# CONTRACT SIGNATURE

I, _____, act of purchase on parcels that I bid on over the internet and that I am declared the high bidder at the County Tax Foreclosure Real Estate Auction. 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 1: _____

Signature 2 (if needed): _____

# PHOTO DRIVERS LICENSE

Upload Photo Drivers License

Upload Photo Drivers License #2
if Needed

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