



## UNITED COUNTRY-ABSOLUTE AUCTIONS & REALTY, INC.

Absolute Auction Center • [info@absoluteauctionrealty.com](mailto:info@absoluteauctionrealty.com)  
P.O. Box 1739 • 45 South Avenue • Pleasant Valley, NY 12569  
Ph: (845) 635-3169 or (800) 243-0061 • Fax: (845) 635-5140  
Visit Us At: [AARauctions.com](http://AARauctions.com) or [Proxibid.com/AARauctions.com](http://Proxibid.com/AARauctions.com)

### Multi-Property Auction April 14, 2010 “Internet Bidder Registration Packet”

Dear Prospective Internet Bidder:

Thank you for choosing to bid online at our Multi Property Auction on April 14 @ 1:11PM (EST) through [www.Proxibid.com/AARauctions](http://www.Proxibid.com/AARauctions). The following pages of this **Internet Bidder Registration Packet** contain the instructions/documents needed to participate in the online auction.

#### BASIC REQUIREMENTS:

Return to United Country - Absolute Auctions & Realty, Inc. **printed and signed** no later than Monday, April 12 @ 4:00 PM:

- \_\_\_\_\_ Terms and Conditions
- \_\_\_\_\_ Bid Acknowledgment
- \_\_\_\_\_ Purchase and Sale Agreement
- \_\_\_\_\_ NYS Agency Disclosure Statement
- \_\_\_\_\_ Federal Lead Paint Disclosure Statement
- \_\_\_\_\_ Bank check or Cashier's check made payable to “United Country - Absolute Auctions & Realty, Inc.” in the amount of \$5,000.00 for each property you intend to purchase
- \_\_\_\_\_ Photo ID (Copy of a photo driver's license or passport.)

#### Return documents to:

United Country - Absolute Auctions & Realty, Inc.  
45 South Ave., P.O. Box 1739, Pleasant Valley, NY 12569

**Note: FedEx or UPS: Use street address, U.S. Postal Service: Use P.O. Box 1739**

Once the documents have been received and reviewed for accuracy and completion, we will process your Internet registration to authorize bidding. If you have any questions please contact our office Monday thru Friday: 9:00 AM – 4:00 PM at 800-243-0061 option 7.

The auction will be taking place Live at the Absolute Auction Center, 45 South Avenue, Pleasant Valley, NY @ 1:11PM. We will be broadcasting live from this location. If you need technical support day of auction please call: (877) 505-7770.

Thank you and Happy Bidding!



Professional Auctioneers • Certified Appraisers  
Licensed Real Estate Brokers in New York, New Jersey and Connecticut  
Brokers: Susan A. Doyle, CAI, ISA • Robert A. Doyle, CAI, ISA, CAGA  
Associate Brokers: Frank T. Pietrzak, CAGA • Frances A. Brunelle  
Real Estate Salespersons: Paul L. Stansel, CAGA • Richalien R. LeGrand



TERMS AND CONDITIONS OF BIDDING AND PURCHASE FOR NEW YORK REAL ESTATE

1. REGISTRATION. ALL BIDDERS ARE REQUIRED TO REGISTER AND PROVIDE SUITABLE I.D. PRIOR TO THE AUCTION. AUCTIONEER RESERVES THE RIGHT TO DECLINE REGISTRATION IF I.D. PRODUCED IS NOT SUFFICIENT. BIDDERS AGREE THAT PARCELS MAY BE OFFERED INDIVIDUALLY OR IN COMBINATIONS.

2. BIDDER NUMBER. ALL BIDDERS ARE REQUIRED TO USE THE BIDDER NUMBER ISSUED TO THEM FOR ALL PURPOSES ASSOCIATED WITH THE AUCTION.

3. DEPOSIT. TO SECURE A BIDDER NUMBER, ANY BIDDER MUST DEPOSIT CASH, OR PAPER EQUIVALENT THEREOF, PAYABLE TO "UNITED COUNTRY-ABSOLUTE AUCTIONS & REALTY" IN THE SUM OF \$5,000.00, WITH AUCTIONEER/BROKER FOR EACH PARCEL BIDDER INTENDS TO PURCHASE. AUCTIONEER/BROKER RESERVES THE RIGHT TO DECLINE OUT-OF-STATE FUNDS OR TO ACCEPT ALTERNATIVES TO THE ABOVE REQUIREMENT IN AUCTIONEER/BROKER'S SOLE DISCRETION. IN THE EVENT OF AN ACCEPTED BID, BIDDER APPROVES APPLYING SAID FUNDS TOWARD THE DOWNPAYMENT. BIDDER APPROVES OF BROKER APPLYING ALL DOWNPAYMENTS TENDERED TO ANY ONE OR MORE APPROVED BID PARCELS.

4. BUYER'S PREMIUM. NO LATER THAN 4:00 PM ON THE FIRST BUSINESS DAY FOLLOWING THE AUCTION THE SUCCESSFUL BIDDER SHALL DELIVER, BY WIRE TRANSFER, OR GUARANTEED FUNDS ACCEPTABLE TO AUCTIONEER/BROKER, AN AMOUNT EQUAL TO TEN PERCENT (11%) OF THE BID PRICE.

FUNDS AS IDENTIFIED IN PARAGRAPHS 3 AND 4 ABOVE SHALL BE PAYABLE TO UNITED COUNTRY - ABSOLUTE AUCTIONS & REALTY, AND DEPOSITED IN AN ACCOUNT DESIGNATED BY UNITED COUNTRY - ABSOLUTE AUCTIONS & REALTY, FOR PRESERVATION OF SAID FUNDS.

5. BID DOCUMENTS. UPON FALL OF THE GAVEL, THE HIGH BIDDER AND INTERESTED BACK-UP BIDDERS, SHALL SIGN A BID ACKNOWLEDGMENT FORM AND PURCHASE & SALE AGREEMENT AS PROVIDED IN THEIR BID PACKET (UNALTERED BY SUCCESSFUL BIDDER AND BACK-UP BIDDER(S)). FAILURE TO EXECUTE THESE DOCUMENTS SHALL BE DEEMED A DEFAULT UNDER THESE TERMS AND CONDITIONS AND SHALL RESULT IN FORFEITURE OF DEPOSIT MONIES AS LIQUIDATED DAMAGES, REPRESENTING THE NEGOTIATED AND FAIR MEASURE OF DAMAGES, NOT TO BE CONSTRUED AS A PENALTY.

6. BACK UP BIDDERS. IF A BACK UP BIDDER HAS MADE A PROPER DEPOSIT AND EXECUTED THE PURCHASE AND SALE AGREEMENT AND BID ACKNOWLEDGMENT, HIS OR HER BID SHALL BE KEPT OPEN UNTIL SUCH TIME AS THE BUYER'S PREMIUM HAS BEEN PROVIDED TO AUCTIONEER/BROKER. IN SAID EVENT, THE DEPOSIT SHALL BE RETURNED BY FIRST-CLASS MAIL OR OVERNIGHT WITHIN FIVE (5) DAYS; 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 FOUR PM THE FOLLOWING BUSINESS DAY, UPON NOTIFICATION BY ANY MEANS THAT HE OR SHE IS NOW THE SUCCESSFUL BIDDER.

7. CLOSING DOCUMENTS. SELLER SHALL PROVIDE A LEGALLY RECORDABLE DEED. PRIOR TO AUCTION, SELLER HAS REPRESENTED TO AUCTIONEER/BROKER THAT TITLE CONVEYED SHALL BE INSURABLE AND FREE AND CLEAR OF LIENS OR ENCUMBRANCES.

8. REPRESENTATIONS AND WARRANTIES. BROKER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUBJECT PREMISES, 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.

9. 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.

10. 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.

11. PRIVACY OF AUCTION. THE AUCTION YOU ATTEND IS A PRIVATELY CONDUCTED EVENT, NOT OPEN TO THE PUBLIC AND AS SUCH, AUCTIONEER/BROKER RESERVES THE RIGHT TO REFUSE ADMITTANCE TO ANY PERSON.

12. 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.

13. GENERAL PROVISIONS. ALL BIDS TENDERED FOR AUCTION ARE SUBJECT TO THE APPROVAL OF THE SELLER, UNLESS STATED OTHERWISE. IN CERTAIN TRANSACTIONS, THE SELLER IS RECEIVING AN INSUFFICIENT SUM OF MONEY TO PAY ALL OF THE SELLER'S MORTGAGE OBLIGATION. THIS IS KNOWN AS A SHORT SALE. SHORT SALE APPROVALS ARE PROVIDED BY LENDING INSTITUTIONS THAT ARE OWED MONEY, AND MAY TAKE LONGER TO PROCESS THAN AN ORDINARY LENDING SITUATION. THE BUYER ACKNOWLEDGES THAT THE CLOSING DATE IS A TARGET DATE, ONE WHICH MAY BE EXTENDED IN THE EVENT A SHORT SALE IS AWAITING APPROVAL FROM THE SELLER'S LENDER. THE PROVISIONS HEREINMADE 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.

14. 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.

15. 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. THE FOREGOING ALSO APPLIES TO PARAGRAPHS 3 AND 4 ABOVE.

DATE: April 14, 2010	DATE: _____
PRINT NAME: _____	PRINT NAME: _____
SIGNATURE: _____	SIGNATURE: _____
Driver's License/State: _____	Driver's License/State: _____
OR Passport Number: _____	OR Passport Number: _____
COMPANY: _____	COMPANY: _____
STREET: _____	STREET: _____
CITY/TOWN: _____	CITY/TOWN: _____
STATE: _____ ZIP: _____	STATE: _____ ZIP: _____
DAY PHONE: (_____) _____ - _____	DAY PHONE: (_____) _____ - _____
FAX: (_____) _____ - _____	FAX: (_____) _____ - _____
E-MAIL: _____	E-MAIL: _____
SS#: _____	SS#: _____

BIDDER NUMBER ASSIGNED: \_\_\_\_\_



# United Country - Absolute Auctions & Realty

Property

Date: \_\_\_\_\_

Professional Auctioneers

Certified Appraisers

Licensed Brokers in  
New York, New Jersey  
and Connecticut

Real Estate Brokers:  
Susan A. Doyle, CAI, ISA  
Robert A. Doyle,  
CAI, ISA, CAGA

Associate Broker:  
Frank T. Pietrzak, CAGA

Real Estate Salespersons  
Paul L. Stansel, CAGA  
Richalien R. LeGrand

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845-635-5140

[AARauctions.com](http://AARauctions.com)

[UCAAR.com](http://UCAAR.com)



## BID ACKNOWLEDGEMENT AND RECEIPT FOR DOWN PAYMENT

### PURCHASER:

Name:

Address:

City:

Phone (Home):

Phone (Cell):

BIDDER NUMBER: \_\_\_\_\_ (Assigned at the UC-AAR offices)

PROPERTY ADDRESS, OR S-B-L:

BID PRICE:

11% BUYER'S PREMIUM:

TOTAL CONTRACT PRICE:

(Bid Price + 11% Buyer's Premium)

By executing below, I acknowledge that I am the high bidder or an accepted backup bidder and execute this document as required by the Terms & Conditions. The provisions herein made do not vary in any respect from the representations clause of the Purchase and Sale Contract and Terms and Conditions agreement. Bidder below acknowledges that although the property has been represented as sold, same is dependent upon whether the auction conducted is absolute or subject to Seller's confirmation. IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date set forth above.

United County - Absolute Auctions & Realty

PURCHASER(S)

\_\_\_\_\_  
X:

\_\_\_\_\_  
Print:

\_\_\_\_\_  
X: \_\_\_\_\_

# 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.

Parcel # \_\_ ( )

Date: April 14, 2010

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:

--

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. 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 11% 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.

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:

\$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars, U.S.)

#### 8. METHOD OF PAYMENT

The Purchaser shall pay the purchase price as follows:

A	\$	Bid tendered at Auction.
B	+	Eleven Percent (11%) Buyer's Premium. Purchaser agrees to pay this amount.
C		Total sale/purchase price which includes the Buyer's Premium. (A+B=C)
D	-5,000.00	Paid as a "Cash/Bank Check/Guaranteed Funds" down payment with this contract at Auction.
E	-	To be paid as Buyer's Premium by wire transfer to Broker's escrow account within twenty-four (24) hours of auction date.
F		Balance due in Cash, Bank or Certified Check at closing. (C-D-E=F)

#### 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 so long as the foregoing does not render title uninsurable. Seller will deliver title that any reputable title company will insure. Buyer is responsible for ordering and paying for survey, title search and title insurance he desires.

#### 11. DEED

The property shall be transferred from Seller to Purchaser by means of a BARGAIN & SALE 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 **June 11, 2010**, per specific property closing date, 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 UNITED COUNTRY-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 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 form, 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 UNITED COUNTRY - ABSOLUTE AUCTIONS & REALTY A BUYER'S PREMIUM OF:

\$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars, U.S.) 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 United Country - Absolute Auctions & Realty a brokerage fee of \$N/A or N/A% of the selling price stated above.

DATE: April 14, 2010

DATE \_\_\_\_\_

**PURCHASER**

**SELLER**

X \_\_\_\_\_

X \_\_\_\_\_

EIN/SS# \_\_\_\_\_

SS/EIN# \_\_\_\_\_

X \_\_\_\_\_

EIN/SS# \_\_\_\_\_

**ATTORNEY**

**ATTORNEY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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E-Mail:

E-Mail:

NEW YORK STATE DISCLOSURE FORM FOR BUYERS AND SELLERS  
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 associates.

Throughout the transaction you may receive more than one disclosure form. The law requires 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 interests. 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 interests 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 AGENT

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 can not 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.

### 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 to negotiate the purchase and sale of real

estate. 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 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 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.

This form was provided to me by Robert A. Doyle of United Country – Absolute Auctions & Realty, a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Buyer as a (check relationship below)

Seller's agent

Buyer's agent

Broker's agent

Broker's agent

Dual agent

Dual agent with designated sales agent

If dual agent with designated sales agents is checked: \_\_\_\_\_ 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: \_\_\_\_\_

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
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 (initial)*

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_
  - 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 one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):  
\_\_\_\_\_
  - 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 one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint, or lead-based paint hazards; or
  - 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)*

- FTP (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d 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: ___/___/___
Agent: <u>Frank T Pietrzak</u>	Date: <u>03/22/09</u>	Agent: _____	Date: ___/___/___