

TERMS OF SALE OCTOBER 8, 2009 AUCTION

1. This auction is held pursuant to Resolution #433 of the Onondaga County Legislature.
2. **NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUCTION IF THEY, OR A CORPORATION OR COMPANY THEY ARE AFFILIATED WITH:**
 - A) ARE THE PROPERTY OWNER OR ACTING AS AN AGENT OR REPRESENTATIVE OF THE OWNER**
 - B) OWE PROPERTY TAXES (CURRENT YEAR OR PRIOR YEAR) TO ONONDAGA COUNTY. ALL TAX LIABILITIES MUST BE PAID PRIOR TO THE AUCTION IN ORDER TO BID AT THE AUCTION.**
 - C) HAVE HAD A BREACH OF CONTRACT WITH ONONDAGA COUNTY**
 - D) ARE AN EMPLOYEE OF THE COUNTY OF ONONDAGA OR BRZOSTEK'S REAL ESTATE**
3. All properties are being sold "as is". Onondaga County makes no representations as to condition, existing zoning violations, or structural integrity of any structure. It is the responsibility of the bidder to have located, viewed and researched the properties. Onondaga County suggests that each bidder inquire of the town zoning or building code officer as to any existing violations or restrictions on the property.
4. Onondaga County makes no representation to the exact size or location of the properties. Physical location descriptions are taken from property assessment records. Each bidder should locate and view the property before the auction.
5. All prospective bidders must register at the door and show a valid driver's license or other identification along with verification of their social security number. **All registrants bidding on behalf of another party shall provide a written, notarized contract authorizing same.** Thereafter, all registrants shall receive a bid package outlining properties in the auction and all terms of sale. Upon reviewing acceptable same and returning the bidders certification form properly executed, the registrant shall receive a bid number permitting them participation in the auction. No bid on any parcel shall be accepted unless the bidder number is held in plain view of the auctioneer and video cameras.
6. The Chief Fiscal Officer reserves the right to withdraw from the sale any of the parcels listed and may, at his option, group one or more parcels into one sale.
7. The auctioneer **and or Onondaga County** shall have the authority to resolve any disputes, which may arise between bidders and may immediately re-offer the parcel for sale to the highest bidder upon resolution of disputes.
8. As each parcel is "struck down" by the auctioneer, the successful bidder will be approached by the "auction runner" and will be asked to immediately sign the necessary paperwork confirming the sale. If the bidder is not participating in the purchase of additional parcels, the bidder should immediately proceed to the closing tables to complete all paperwork and make payment as directed below.

9. If for any reason any sale is not finalized the Chief Fiscal Officer reserves the right, without formally re-auctioning the property, to then offer the property to the next highest bidder.

10. If a declared high bidder at the auction leaves the auction without properly making the required down payment, or fails to complete purchase after deposit is made, he/she will be prohibited from participating at future auctions held by Brzostek Auction Co. Onondaga County reserves the right to take legal action against this high bidder, should such a default occur.

11. The premises are being sold subject to:

- a. Rights of public and others in and to any part of the premises that lies within the bounds of any street, alley, or highway, restrictions and easements of record;
- b. Any state of facts that an accurate, currently dated survey may disclose;
- c. The right of redemption of the United States of America, including any and all liens of the IRS, where applicable;
- d. Environmental condition of the property.

The County will not grant access to the buildings located on the premises for the purpose of inspection of the condition or for any other purpose. The successful bidders shall have NO right of inspection prior to payment of purchase price and recording of the Deed, as all properties are sold "as is" as of the date of the recording of title.

Buyer, by signing the Bidder's Certification and Public Auction Contract, agrees to indemnify and hold harmless, Onondaga County from and against any and all liability, suits, consent orders, administrative actions and claims, including reasonable attorney's fees arising from environmental condition of the property including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (CERCLA.) 42 U.S.C. SEC. 9601, et seq, or any breach of these terms.

12. A buyer's premium of 10% computed on the last bid shall be paid to the County on each parcel purchased and shall be considered part of the purchase price.

13. In addition to the amount of the bid, the purchaser shall pay a one time administrative fee of **\$360.00** for each parcel purchased. The County reserves the right to waive this administrative fee on any parcel.

14. The purchaser shall pay to the Chief Fiscal Officer 25% of the total amount due (bid, 10% buyers premium and administration fees) or \$1,000.00, whichever is greater, immediately after the property is "struck down". If the bid is less than \$1,000.00 the entire amount of the bid, plus expenses of sale, must be paid. **If the bid is greater than \$1,000.00 the first \$1,000.00 needs to be paid with cash or certified funds.** Failure to make the deposit will result in the property being re-offered for sale immediately. The balance of the bid and expenses shall be paid at the Finance Department, 421 Montgomery St., 15th fl., John H. Mulroy Civic Center, Syracuse, New York by 4:00 p.m. Tuesday, October 13, 2009 with **certified funds.** **All sales are final and no refunds will be issued.**

15. Each transfer of title shall be by Quitclaim Deed conveying the County's right, title and interest. Your Deed shall be considered delivered upon recording. It is suggested that you DO NOT exercise any acts of ownership until the Deed is recorded.

16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed. Personal property, if any, found on the premises is not owned by the County and is not part of your purchase. It shall be your obligation to notify and provide the owner with an opportunity to remove the personal property from the premises.

17. The purchaser, by signing the Bidders Certification and closing documents thereafter, shall hold Onondaga County and its agents, to the extent permitted by law, harmless from any claim based on environmental hazards that may be present on the property.

18. Purchaser shall be responsible for the current 2009/2010 school taxes, village taxes and other municipal charges levied against the properties, which may be paid to the Finance Department until November 20, 2009. Thereafter, these taxes will be levied into your 2010 County/Town tax bill.

19. You should receive the 2010 County/Town tax bill for any parcel purchased, no later than January 5, 2010. Failure to receive a tax bill is not a legal excuse for non-payment or late payment. Contact the Town Receiver if you do not receive a bill.

20. Issuance of a bad check is a Class B misdemeanor under Penal Law. Any stopped payment checks will be treated as a Breach of Contract