

# TERMS AND CONDITIONS OF SALE

## Private Bid

1. **No Warranty.** (a) The real property, including any buildings thereon, is sold “AS IS”, without any representation or warranty whatsoever, and is subject to: 1) any facts a survey or inspection of the parcel would disclose; 2) applicable zoning/land use/building regulations/easements of record; 3) federal or state taxes, liens, delinquent water and sewer rents and other local charges, and judgments which may not have been extinguished from land by foreclosure proceedings; 4) easements, covenants, conditions, and rights-of-way of record. (b) There is no representation, express or implied, as to condition of parcel, warranty of title, or suitability for a particular use. RESEARCH BEFORE YOU BID.
2. **No Recourse.** All sales shall be final and without recourse, and in no event shall Dutchess County be liable for any defects in title for any cause whatsoever. No claim, demand or suit of any nature shall exist in favor of the purchaser, his/her heirs, successors or assigns, against Dutchess County arising from this sale.
3. **Confirmation of Sale and Waiver.** All sales are subject to confirmation by the Dutchess County Legislature. If the sale is not confirmed, money paid shall be refunded to purchaser without interest, and purchaser shall have no other remedies. By execution of this Terms and Conditions of Sale purchaser waives any claim or demand of any nature against the Dutchess County arising from this transaction.
4. **Taxes.** The parcel shall be free and clear of real property taxes as of \_\_\_\_\_ . If a parcel is located in a village, it is possible that there are pre-existing taxes not extinguished by foreclosure. Purchaser must contact the village to determine if this is the case and to pay any taxes due.
5. **Closing Costs.** Purchaser shall pay the following closing costs: Filing fee for Combined Gains Transfer Tax Affidavit of \$5, Filing Fee of \$5 for Town of Red Hook Transfer Tax, and all recording and other fees required by the Dutchess County Clerk, *in rem* foreclosure fees of \$100, together with a 10% buyer’s premium (where applicable). All fees are subject to change by law without further notice.
6. **Deed.** Conveyance shall be by quitclaim deed, with the description of the property by tax grid number. The deed shall be recorded by the County after payment in full, and returned to purchaser by the County Clerk’s Office.
7. **Personal Property.** No personal property is included in the sale of any parcel by Dutchess County. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the recording of the deed.
8. **Evictions.** Evictions, if necessary, are the sole responsibility of the purchaser following the recording of the deed.

9. **Possession and Entry.** The purchaser shall not take possession of nor enter upon the parcel until the deed has been recorded by Dutchess County.

Tax Grid No. \_\_\_\_\_ Bid Amount \_\_\_\_\_

Auction Parcel No. \_\_\_\_\_

**I accept these Terms and Conditions of Sale:**

Date \_\_\_\_\_

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Print Purchaser's Name