



Auction Address: **3819 Smith Rd, Turin, NY 13473**

Auction Date: **9/15/26 @ 7PM**



Bid Agreement Form

- All bidders are required to register prior to the auction at www.adkauctions.com, complete an internet bidding packet, supply proof of funds or a pre-approval/pre-qualification letter, tender a deposit of \$1,500 in cash, personal check or guaranteed funds made payable to Good Morning Realty, Inc. and deliver/mail to Adirondack Asset Auctions, 3132 Main Street, Constableville, NY 13325. In the event of a successful bid, bidder approves applying said funds toward the 10% buyer's premium down payment. Auctioneer reserves the right to decline registration if forms are not completed.
- I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction.
- I understand that by bidding, I am making an enforceable offer to contract for the item(s) bid, and I am agreeing to buy what I bid on in an "AS IS, WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. My signature below certifies that I have read this statement and agree to all terms and conditions of sale contained or referenced in this document and the complete bid package. If I do not comply with these requirements, my bid will be rejected. If I fail to honor the purchase, fail to close, or otherwise breach any written contract, I acknowledge that I will forfeit my deposit and the Seller may pursue legal action for specific performance of the contract.
- I CERTIFY THAT I HAVE PERSONALLY INSPECTED THE PROPERTY AND THAT THE SELLER, CONSTABLEVILLE AUCTION HALL, LLC d/b/a ADIRONDACK ASSET AUCTIONS WITH LISTING BROKER GOOD MORNING REALTY, INC AND EMPLOYEES MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, CHARACTER, SIZE, OR DESCRIPTION OF THE PROPERTY OFFERED, OR ITS FITNESS FOR ANY USE OR PURPOSE.
- Refunds or exchanges are not allowed and will not be considered. By your signature, you are agreeing to purchase the property, if the successful bidder, on an "as is, where is" condition with all faults, whether revealed or not. You also acknowledge that the seller is excluding all implied warranties under the Uniform Commercial Code, or similar laws, including without limitation, the fact that the implied merchantability and fitness are expressly excluded.
- The Seller reserves the right to reject any or all bids and to waive any formalities. Final Bid Price is subject to seller approval.
- I understand that a 10% buyers premium will be added to my final Bid and will be the Contract Price. The Contract Price shall be the winning Bid plus 10% buyers premium.

- Successful Bidders will provide a cashier's check, certified check or money order for 10% of the Contract Price (minus \$1,500 initial deposit) amount made payable to GOOD MORNING REALTY within 72 hours of the conclusion of the Auction. In the event Bidder does not provide the required items, the bid will be considered null and void. High bidder agrees that failure to acknowledge the Plain Language Contract to Purchase and/or failure to fund the balance of the ten percent buyer's premium down payment as shall constitute default. In the event of default, bidder's deposit of \$1,500 shall be forfeited.
- The Earnest Money funds provided by the successful bidder shall be held in escrow by GOOD MORNING REALTY, INC., as escrow agent, for the mutual benefit of the parties, and shall be disbursed according to the terms of the Purchase Agreement.
- Upon acceptance of the Bid Agreement and Earnest Money, Buyer will enter into a Plain Language Contract to Purchase within 24 hours of the conclusion of the Auction.
- The back-up bidder (the second highest Bidder) agrees that his/her bid shall be kept open until such time as the buyer's premium has been provided to auctioneer/broker by the accepted high bidder. In the event the high bidder fails to provide the buyer's premium, the backup bidder shall become the high bidder and shall be obliged to provide the funds set forth herein upon notification by any means that he or she is now the successful bidder.
- This transaction shall be closed on or about 60 days from the Auction Date, or at such other time as may be mutually agreed in writing.
- Any contents that remain at the closing of the Real Estate transaction (not Auction closing) will become the property of the high Bidder. I understand that the Antler Chandelier in the Dining Room and the Butcher Block Table in the Kitchen do not convey with the sale. A separate Auction may be conducted for the Personal Property contents. Refrigerator, Range, Microwave and Dishwasher in the Kitchen convey with the Real Estate transaction.
- The online auction has a soft closing feature, meaning if someone places a Bid on a lot within two minutes of the scheduled end of the auction, the system will extend the clock two minutes to give Bidders time to bid again until no more Bids are placed.

- I CERTIFY THAT I HAVE READ this document carefully and agree to abide by all the terms and conditions contained or referenced herein.

BIDDER (PRINT NAME)

ADDRESS

E-MAIL

BIDDER (SIGNATURE)

DATE

PHONE #

DRIVERS LICENSE #

Tyler McDonald – Adirondack Asset Auctions
Auctioneer/NYS Licensed Sales Person
315-397-8010

Listing Broker: Good Morning Realty, Inc.
7556 S State Street, Lowville, NY 13367



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

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 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 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 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 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 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. A seller or buyer may 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 Tyler McDonald (print name of licensee) of Good Morning Realty (print name of company, firm or brokerage), 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

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 Tyler McDonald is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form: signature of { ☒ } Buyer(s) and/or { ☐ } Seller(s):

Date: _____

Date: _____



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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.

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This form was provided to me by Tyler McDonald (print name of licensee) of Good Morning Realty (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

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☐ Dual agent

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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 Tyler McDonald is appointed to represent the seller in this transaction.

(I) (We) ROY & KATHLEEN VENITELLI acknowledge receipt of a copy of this disclosure form: signature of { } Buyer(s) and/or { ☒ } Seller(s):

[Signature]
Kathleen Venitelli
Date: 7/30/26

Date: _____

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) ☒ 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) ☒ 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) TM 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.

<u>[Signature]</u> Seller Roy N Venitelli	<u>7/30/26</u> Date	<u>Kathleen Venitelli</u> Seller Kathleen Venitelli	<u>7/30/26</u> Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	<u>[Signature]</u> Agent Tyler McDonald	<u>7/30/26</u> Date

AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE

for property commonly known as: 3819 Smith Rd, Turin, NY 13473-2401

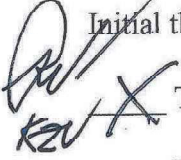
When any purchase and sale contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of 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 not be 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. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.

Such disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law.

Initial the following:

 ☒ The aforementioned property IS located in an agricultural district.

☐ The aforementioned property IS NOT located in an agricultural district.

I have received and read this disclosure notice.

Seller:  Date: 7/30/26 Purchaser: _____ Date: _____
Roy N Venitelli

Seller:  Date: 7/30/26 Purchaser: _____ Date: _____
Kathleen Venitelli



ADDENDUM FORM
 To Purchase and Sale Contract – Utility Surcharges
 Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure
 Published by and issued for the Jefferson-Lewis Board of REALTORS®, Inc.



SELLER: Roy N Venitelli Kathleen Venitelli BUYER: _____

PROPERTY: 3819 Smith Rd Turin NY 13473-2401

Check all boxes that are applicable.

- ☐ Electric Availability
☐ Utility Surcharge

- ☐ Agricultural Districts/Farming Activity
☐ Uncapped Natural Gas Well

ELECTRIC AVAILABILITY (circle one)

Seller represents that the above referenced property (X) does ☐ does not have utility service available to it.

SELLER: Roy N Venitelli BUYER: _____

SELLER: Kathleen Venitelli BUYER: _____

DATE: 7/30/26 DATE: _____

UTILITY SURCHARGES

Seller represents that this property is subject to an electric, gas, and/or water utility surcharge specified below. Seller also represents that this property is subject to such other surcharge specified below.

Type: ☐ electric ☐ gas ☐ water ☐ other Purpose: _____

Amount: \$ _____ Payable: ☐ monthly ☐ yearly ☐ other

SELLER: _____ BUYER: _____

SELLER: Roy N Venitelli BUYER: _____

SELLER: Kathleen Venitelli BUYER: _____

DATE: _____ DATE: _____

AGRICULTURAL DISTRICTS/FARMING ACTIVITY DISCLOSURE

Pursuant to Section 310 of the Agricultural and Markets Law, a notice containing the following paragraph must be included in all purchase contracts for property that may be located either partially or wholly within an agricultural district:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of 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 may lie partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not limited to, activities that cause noise, dust, and odors. Prospective residents are also informed that the location of the property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. PROSPECTIVE PURCHASERS SHOULD CONTACT THE NEW CLARIFICATION REGARDING THEIR RIGHTS AND OBLIGATIONS UNDER ARTICLE 25-AA OF THE AGRICULTURE AND MARKETS LAW.

SELLER: Roy N Venitelli BUYER: _____

SELLER: Kathleen Venitelli BUYER: _____

DATE: 7/30/26 DATE: _____

UNCAPPED NATURAL GAS WELL DISCLOSURE (circle one)

As the seller of residential real property, you are required by law to disclose the existence of an UNCAPPED NATURAL GAS WELL on your property of which you have actual knowledge and to disclose such fact to any purchaser of your property prior to entering into a contract for the sale of such property. (Section 242(3) of the Real Property Law).

I HAVE (DON'T HAVE) actual knowledge of an uncapped natural gas well(s) on the aforementioned property. I have received and read this disclosure notice. I authorize my agent to provide a copy of this disclosure notice to any prospective purchaser.

SELLER: Roy N Venitelli BUYER: _____

SELLER: Kathleen Venitelli BUYER: _____

DATE: 7/30/26 DATE: _____

This form has been prepared for the sole use of the Jefferson-Lewis Board of REALTORS®, INC. AND ITS MEMBERS. The Jefferson-Lewis Board of REALTORS®, its members, and its employees assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial, or other advice.

AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE

for property commonly known as: 3819 Smith Rd, Turin, NY 13473-2401

When any purchase and sale contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of 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 not be 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. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.

Such disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law.

Initial the following:

1/2 X The aforementioned property IS located in an agricultural district.

_____ The aforementioned property IS NOT located in an agricultural district.

I have received and read this disclosure notice.

Seller: Roy N Venitelli Date: 7/30/16 Purchaser: _____ Date: _____

Seller: Kathleen Venitelli Date: 7/30/16 Purchaser: _____ Date: _____



Department of State Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
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<https://dos.ny.gov>

Property Condition Disclosure Statement

Name of Seller or Sellers: Roy N Venitelli Kathleen Venitelli

Property Address: 3819 Smith Rd Turin NY 13473-2401

General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy of thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instruction to the Seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unkn" (Unknown).

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorized his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

GENERAL INFORMATION

- How long have you owned the property? since 11/4/89
- How long have you occupied the property? since 11/24/89
- What is the age of the structure or structures? certificate of occupancy 1995
Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Na/H. Srid ☒ Yes ☐ No ☐ Unkn ☐ NA
- Does anybody else claim to own any part of your property? If yes, explain below ☐ Yes ☒ No ☐ Unkn ☐ NA
- Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? If yes, explain below ☐ Yes ☒ No ☐ Unkn ☐ NA

Property Condition Disclosure Statement

7. Are there any features of the property shared in common with adjoining landowners or a home-owner's association, such as walls, fences or driveways? *If yes, describe below* ☐ Yes ☒ No ☐ Unkn ☐ NA
8. Are there any electric or gas utility surcharges for line extensions, special assessments or home-owner or other association fees that apply to the property? *If yes, describe below* ☐ Yes ☒ No ☐ Unkn ☐ NA
9. Are there certificates of occupancy related to the property? *If no, explain below* 1995 ☒ Yes ☐ No ☐ Unkn ☐ NA

ENVIRONMENTAL

Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products or other material that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners, pool chemicals and products containing mercury and lead and indoor mold.

Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a Federal Emergency Management Agency (FEMA) designated floodplain? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
11. Is any or all of the property located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to the Federal Emergency Management Agency's (FEMA's) current flood insurance rate maps for your area? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
12. Is any or all of the property located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current flood insurance rate maps for your area? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
13. Is the property subject to any requirement under federal law to obtain and maintain flood insurance on the property? *If yes, explain below* ☐ Yes ☒ No ☐ Unkn ☐ NA
- Homes in the Special Flood Hazard Area, also known as High Risk Flood Zones, on FEMA's flood insurance rate maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance. Even when not required, FEMA encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s). Also note that homes in coastal areas may be subject to increased risk of flooding over time due to projected sea level rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate maps.

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14. Have you ever received assistance, or are you aware of any previous owners receiving assistance, from the Federal Emergency Management Agency (FEMA), the U.S. Small Business Administration (SBA), or any other federal disaster flood assistance for flood damage to the property? *If yes, explain below*..... ☐ Yes ☐ No ☒ Unkn ☐ NA
- For properties that have received federal disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain and maintain flood insurance can result in an individual being ineligible for future assistance.
15. Is there flood insurance on the property? *If yes, attach a copy of the policy*..... ☐ Yes ☒ No ☐ Unkn ☐ NA
- A standard homeowner's insurance policy typically does not cover flood damage. You are encouraged to examine your policy to determine whether you are covered.
16. Is there a FEMA elevation certificate available for the property?
If yes, attach a copy of the certificate..... ☐ Yes ☐ No ☒ Unkn ☐ NA
- An elevation certificate is a FEMA form, completed by a licensed surveyor or engineer. The form provides critical information about the flood risk of the property and is used by flood insurance providers under the National Flood Insurance Program (NFIP) to help determine the appropriate flood insurance rating for the property. A buyer may be able to use the elevation certificate from a previous owner for their flood insurance policy.
17. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)? *If yes, explain below*..... ☐ Yes ☒ No ☐ Unkn ☐ NA
18. Is any or all of the property located in a designated wetland? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
19. Is the property located in an agricultural district? *If yes, explain below* ☒ Yes ☐ No ☐ Unkn ☐ NA
20. Was the property ever the site of a landfill? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
21. Are there or have there ever been fuel storage tanks above or below the ground on the property?
• If yes, are they currently in use? ☒ Yes ☐ No ☐ Unkn ☐ NA
• Location(s) garages ☒ Yes ☐ No ☐ Unkn ☐ NA
• Are they leaking or have they ever leaked? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
22. Is there asbestos in the structure? *If yes, state location or locations below* ☐ Yes ☐ No ☒ Unkn ☐ NA
23. Is lead plumbing present? *If yes, state location or locations below* ☐ Yes ☐ No ☒ Unkn ☐ NA
24. Has a radon test been done? *If yes, attach a copy of the report* ☐ Yes ☒ No ☐ Unkn ☐ NA

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25. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If yes, describe below* ☐ Yes ☐ No ☒ Unkn ☐ NA
26. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If yes, attach report(s)* ☐ Yes ☒ No ☐ Unkn ☐ NA
27. Has the property been tested for indoor mold? *If yes, attach a copy of the report* ☐ Yes ☒ No ☐ Unkn

STRUCTURAL

28. Is there any rot or water damage to the structure or structures? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
29. Is there any fire or smoke damage to the structure or structures? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
30. Is there any termite, insect, rodent or pest infestation or damage? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
31. Has the property been tested for termite, insect, rodent or pest infestation or damage? *If yes, please attach report(s)* ☐ Yes ☒ No ☐ Unkn ☐ NA
32. What is the type of roof/roof covering (slate, asphalt, other)? asphalt
• Any known material defects? unknown
• How old is the roof? 31 years
• Is there a transferable warranty on the roof in effect now? *If yes, explain below* ☐ Yes ☒ No ☐ Unkn ☐ NA
33. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA

MECHANICAL SYSTEMS AND SERVICES

34. What is the water source? (Check all that apply) ☒ Well ☐ Private ☐ Municipal
☐ Other: _____
• If municipal, is it metered? ☐ Yes ☐ No ☐ Unkn ☒ NA

Property Condition Disclosure Statement

35. Has the water quality and/or flow rate been tested? *If yes, describe below* ☒ Yes ☐ No ☐ Unkn ☐ NA
in 1995 when we got our CO
it passed
36. What is the type of sewage system? (Check all that apply) ☐ Public sewer ☐ Private sewer
☒ Septic ☐ Cesspool
31 years
2010 approx
☐ If septic or cesspool, age?
☐ Date last pumped?
☐ Frequency of pumping?
☐ Any known material defects? *If yes, explain below* (More information on "septic system operation and maintenance" can be found on the NYS Department of Health website in the informational health pamphlet made available by the Department of Health pursuant to section 396-s of NYS general business law.) ☐ Yes ☐ No ☒ Unkn ☐ NA
37. Who is your electric service provider? Natl Grid
☐ What is the amperage? circuit breakers
☐ Does it have circuit breakers or fuses? 200 amps
☐ Private or public poles? public
☐ Any known material defects? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
38. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If yes, state locations and explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA
39. Has the structure(s) experienced any water penetration or damage due to seepage or a natural flood event, such as from heavy rainfall, coastal storm surge, tidal inundation or river overflow? *If yes, explain below* ☐ Yes ☐ No ☒ Unkn ☐ NA

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Are there any known material defects in any of the following? If yes, explain below. Use additional sheets if necessary.

- | | | | | |
|---------------------------------------|------------------------------|-----------------------------|--|--|
| 40. Plumbing system? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |
| 41. Security system? | ☐ Yes | ☐ No | ☐ Unkn | ☒ NA |
| 42. Carbon monoxide detector? | ☐ Yes | ☐ No | ☐ Unkn | ☒ NA |
| 43. Smoke detector? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |
| 44. Fire sprinkler system? | ☐ Yes | ☐ No | ☐ Unkn | ☒ NA |
| 45. Sump pump? | ☐ Yes | ☐ No | ☐ Unkn | ☒ NA |
| 46. Foundation/slab? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |
| 47. Interior walls/ceilings? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |
| 48. Exterior walls or siding? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |
| 49. Floors? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |
| 50. Chimney/fireplace or stove? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |
| 51. Patio/deck? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |
| 52. Driveway? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |
| 53. Air conditioner? | ☐ Yes | ☐ No | ☐ Unkn | ☒ NA |
| 54. Heating system? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |
| 55. Hot water heater? | ☐ Yes | ☐ No | ☒ Unkn | ☐ NA |

56. The property is located in the following school district South Lewis CSD

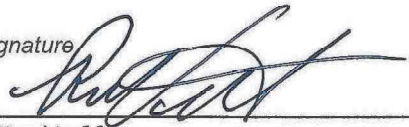
Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and FEMA's current flood insurance rate maps and elevation certificates).

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

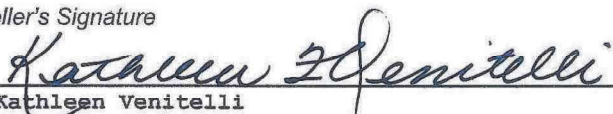
Property Condition Disclosure Statement

SELLER'S CERTIFICATION:

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature

X _____
Roy N Venitelli

Date 7/30/26

Seller's Signature

X _____
Kathleen Venitelli

Date 7/30/26

BUYER'S ACKNOWLEDGMENT:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer's Signature
X _____

Date _____

Buyer's Signature
X _____

Date _____