



Auction Address: **1 NYS Rt 37, Watertown, NY
13601**

Auction Date: **5/6/25 @ 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, wire transfer 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 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 owner 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 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.
- I understand that the Owner or Seller may Bid on this property and are responsible for adhering to the same rules as every registered Bidder.
- 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. A sample of the Plain Language Contract to Purchase is available for inspection in the Bid Packet.
- 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 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 30 days from the Auction Date, or at such other time as may be mutually agreed in writing.
- 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 #

BID CARD #

Tyler McDonald
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:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input checked="" type="checkbox"/> Seller's agent | <input type="checkbox"/> Buyer's agent |
| <input type="checkbox"/> Broker's agent | <input type="checkbox"/> Broker's agent |
| <input type="checkbox"/> Dual agent | |
| <input type="checkbox"/> 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) Route 37 RBC, Inc/Dave Missert Jr. acknowledge receipt of a copy of this disclosure form: signature of { } Buyer(s) and/or { } Seller(s):



Date: _____

Date: 03/11/2025



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: Route 37 RBC, Inc./Dave Missert Jr. BUYER:

PROPERTY: Rt-37 Watertown NY 13601

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 does/ does not have utility service available to it.

SELLER: [Signature] BUYER:
Route 37 RBC, Inc./Dave Missert Jr.

SELLER: BUYER:

DATE: 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:
Route 37 RBC, Inc./Dave Missert Jr.

SELLER: 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: [Signature] BUYER:
Route 37 RBC, Inc./Dave Missert Jr.

SELLER: BUYER:

DATE: 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: BUYER:

SELLER: Route 37 RBC, Inc./Dave Missert Jr. BUYER:

DATE: 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.



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 and Anti-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.



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 and Anti-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 Tyler McDonald (print name of Real Estate Salesperson/
Broker) of Good Morning Realty (print name of Real Estate company, firm or brokerage)

(I)(We) Route 37 RBC, Inc. /Dave Missert Jr.

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature  Date: 03/11/25
Route 37 RBC, Inc. /Dave Missert Jr.

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE

for property commonly known as: 23751 Rt-37, Watertown, NY 13601

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: 03/11/2025 Purchaser: _____ Date: _____
37 Rbc Route/Dave Missert Jr.

Seller: _____ Date: _____ Purchaser: _____ Date: _____