



Please provide me with copies (only) of the following for the
condo/co-op

- Deed
 - Survey
 - Management Company
 - Certificate of occupancy (C/O) or Existing Use
 - Copy of Prospectus (Offering Plan)
 - Tax Bill-Most Recent
 - The Name of Your Real Estate Attorney
-

Thank You!

CONDO-COOP-HOA PROPERTY DATA SECTION (PDS)

*Means Required Information

*Broker Load (Y or N) *ML #

| | | | | | |
|--|--|---|--|--|--|
| GENERAL | Street # <input type="checkbox"/> | Street Dir <input type="checkbox"/> | *Street Name <input type="checkbox"/> | St Suffix <input type="checkbox"/> | |
| | Unit # <input type="checkbox"/> | *Town <input type="checkbox"/> | *Zone <input type="checkbox"/> | Zip <input type="checkbox"/> Zip + 4 <input type="checkbox"/> | |
| | Sec/Area <input type="checkbox"/> | | | | |
| | *Cross St <input type="checkbox"/> | *Development <input type="checkbox"/> | | | |
| | *School District Name <input type="checkbox"/> | *School District # <input type="checkbox"/> | District <input type="checkbox"/> | | |
| | Section <input type="checkbox"/> | Block <input type="checkbox"/> | Lot <input type="checkbox"/> | Building <input type="checkbox"/> | |
| | Tax Unit # <input type="checkbox"/> | Corner Prop (Y or N) <input type="checkbox"/> | *Waterfront (Y or N) <input type="checkbox"/> | Waterfront Desc <input type="checkbox"/> *Water view (Y or N) <input type="checkbox"/> | |
| | Bulkhead (Y or N) <input type="checkbox"/> | Docking Rights <input type="checkbox"/> | Beach Rights (Y or N) <input type="checkbox"/> | *Adult Community (Y or N) <input type="checkbox"/> Minimum Age <input type="checkbox"/> | |
| | Gated Property (Y or N) <input type="checkbox"/> | Front Exposure: <input type="checkbox"/> | | | |
| | PRICE DATA | *Listing Price <input type="checkbox"/> | *Taxes (w/o Exempt) <input type="checkbox"/> | Additional Village Taxes <input type="checkbox"/> | |
| Taxes with Local Star Exemption <input type="checkbox"/> | | Common Charges: <input type="checkbox"/> | | Maintenance <input type="checkbox"/> | |
| Deductible %: <input type="checkbox"/> | | Heating <input type="checkbox"/> | Management <input type="checkbox"/> | | |
| Insurance <input type="checkbox"/> | | Sewer <input type="checkbox"/> | Electric <input type="checkbox"/> | | |
| Reserve <input type="checkbox"/> | | Fees <input type="checkbox"/> | Other Fees <input type="checkbox"/> | | |
| *Listing Date <input type="checkbox"/> | | *Exp Date <input type="checkbox"/> | | | |
| Finance Restrictions: <input type="checkbox"/> | | | | | |
| HOME FEATURES | *Type Ownership (Condo, Co-op, Homeowner's Assoc) <input type="checkbox"/> | | | | |
| | *Model Name <input type="checkbox"/> | Detached/Alt (Det-Alt-Sel) <input type="checkbox"/> | # Floors in Building <input type="checkbox"/> | Unit on Floor # <input type="checkbox"/> | |
| | # Floors in Unit <input type="checkbox"/> | *Rooms <input type="checkbox"/> | *Bedrooms <input type="checkbox"/> | *Baths-Full <input type="checkbox"/> *Baths-Half <input type="checkbox"/> *MBR 1 st Floor (Y or N) <input type="checkbox"/> | |
| | *Kitchen Type (Granite, Granite, Oak, Elm) <input type="checkbox"/> | *Dining Room <input type="checkbox"/> | Basement (Rawl Curb Part New Opt) <input type="checkbox"/> | | |
| | Finished Bsmt (Y or N) <input type="checkbox"/> | Approx Int Square Footage <input type="checkbox"/> | # Fireplaces <input type="checkbox"/> | W/W Carpet (Y or N) <input type="checkbox"/> Wood Floors <input type="checkbox"/> Cable (Y or N) <input type="checkbox"/> | |
| | Elevator (Y or N) <input type="checkbox"/> | *Approx Year Built <input type="checkbox"/> | *New Construction (Y or N) <input type="checkbox"/> | Skylight <input type="checkbox"/> Appearance: <input type="checkbox"/> | |
| | Handicap Access (Y or N) <input type="checkbox"/> | Handicap Access Desc: <input type="checkbox"/> | | | |
| | *Smoking (Y or N) <input type="checkbox"/> | Dorman (Y or N) <input type="checkbox"/> | | | |
| | *1st Floor Description <input type="checkbox"/> | | | | |
| | 2nd Floor Description <input type="checkbox"/> | | | | |
| EXTERIOR | *Construction <input type="checkbox"/> | Garage <input type="checkbox"/> | Gar. Type: <input type="checkbox"/> | Parking (Y or N) <input type="checkbox"/> | |
| | Parking Spaces <input type="checkbox"/> | Parking Charges <input type="checkbox"/> | Patio/Terrace (Y or N) <input type="checkbox"/> | *Pool (AG-IG-N) <input type="checkbox"/> | |
| | Pool Description <input type="checkbox"/> | | Amenities <input type="checkbox"/> | | |
| | Auxiliary Rooms <input type="checkbox"/> | | *Pets (Y or N) <input type="checkbox"/> | Pet Type (Select up to 2) Cat <input type="checkbox"/> Dog <input type="checkbox"/> | |
| | Tennis Court (Y or N) <input type="checkbox"/> | Tennis Court Desc <input type="checkbox"/> | | | |



CONDO-COOP-HOA PROPERTY DATA SECTION (PDS)

*Means Required Information

*Broker Load (Y or N) *ML #

| | |
|---------------------------------------|--|
| DUAL LISTING | *Stove: <input type="checkbox"/> *Refrigerator: <input type="checkbox"/> *Washer: <input type="checkbox"/> *Dryer: <input type="checkbox"/> *Dishwasher: <input type="checkbox"/> |
| | *Fuel: <input type="checkbox"/> *Heat: <input type="checkbox"/> *A/C (F or GAC): <input type="checkbox"/> CAC # Zones: <input type="checkbox"/> |
| GREEN | Green Features (Y or N) <input type="checkbox"/> Green Certified (Y or N) <input type="checkbox"/> Green Certification Type: <input type="checkbox"/> |
| | Certification Year: <input type="checkbox"/> Energy Efficiency Attributes: <input type="checkbox"/> |
| OWNER/BROKER | *Owner: <input type="checkbox"/> *Status/Showing Phone #: <input type="checkbox"/> *Broker / Agent Owned (Y or N) <input type="checkbox"/> |
| | *Seller Agency Compensation: <input type="checkbox"/> *Buyer Agency Compensation: <input type="checkbox"/> *Broker Agency Compensation: <input type="checkbox"/> |
| | Agency (Enter A if Agency) <input type="checkbox"/> *Exclusions (Y or N) <input type="checkbox"/> *Negotiate Direct (Y or N) <input type="checkbox"/> Occupancy <input type="checkbox"/> |
| | Show Instructions: <input type="checkbox"/> Lockbox (Y or N) <input type="checkbox"/> Owner Financing (Y or N) <input type="checkbox"/> |
| REMARKS | Remarks: <input type="text"/> |
| | *Directions: <input type="text"/> |
| PROPERTY | Property Desc.: <input type="text"/> <small>(No Contact info, Status, etc.)</small> |
| | *Also For Rent (Y or N) <input type="checkbox"/> Rental Price: <input type="checkbox"/> *Listing Broker Compensation (For Rental) <input type="checkbox"/> |
| SPECIAL AGENT | Personal Property Exclusions: <input type="text"/> |
| | *Supersedes (Y or N) <input type="checkbox"/> Supersedes ML #: <input type="checkbox"/> *REO (Y or N): <input type="checkbox"/> *Short Sale: <input type="checkbox"/> |
| | President Board/Managing Agent: <input type="text"/> |
| | Managing Agent Phone #: <input type="checkbox"/> Bylaws Attached (Y or N) <input type="checkbox"/> |
| OPEN HOUSE | Broker Open House Start Date: <input type="checkbox"/> Broker Open House End Date: <input type="checkbox"/> |
| | Broker Open House Time: <input type="checkbox"/> Broker Open House Note: <input type="text"/> |
| | Consumer Open House Start Date: <input type="checkbox"/> Consumer Open House End Date: <input type="checkbox"/> |
| | Consumer Open House Time: <input type="checkbox"/> Consumer Open House Note: <input type="text"/> |
| SIGNATURES | Owner Signature <input type="text"/> |
| | Address <input type="text"/> |
| | Home Phone <input type="text"/> |
| | Date <input type="text"/> |
| | Listing Agent <input type="text"/> |
| | Owner Signature <input type="text"/> |
| Email Address: <input type="text"/> | |
| Other Phone <input type="text"/> | |
| MLS Office Name <input type="text"/> | |
| Co-Listing Agent <input type="text"/> | |



ML# _____

Property Address _____

List Price _____

**LISTING AGREEMENT FOR REAL PROPERTY
EXCLUSIVE RIGHT TO SELL**

Commission Rates for the Sale, Lease or Management of Property Shall be Negotiated between the BROKER and the Owner

EMPLOYMENT

1. The BROKER agrees to act as a special limited agent for the Owner(s) for the sole purpose of finding a Purchaser and/or Tenant to buy and/or rent the property described in the PROPERTY DATA SECTION hereinafter called PDS at the price and conditions set in the PDS. The PDS is incorporated herein by reference.
2. The parties agree that the BROKER represents the owner as seller's agent and shall cooperate with other licensed real estate brokers who are Participants in the Multiple Listing Service of Long Island, Inc. (M.L.S.I.) (Cooperating Brokers). The owner acknowledges the BROKER must cooperate with agents who represent buyers. Such buyer's agents represent the interests of the prospective buyers only. In addition to cooperating with buyer's agents the owner authorizes the BROKER to work with seller's agents and/or broker's agents as indicated by the compensation offered in paragraph 6. The compensation to be paid to a cooperating broker representing a buyer should be inserted in paragraph 6 of this agreement.
3. BROKER agrees to use its experience and knowledge to determine the appropriate marketing plan for the property. The Owner(s) grants to the BROKER full discretion to determine an appropriate marketing plan for the property.
4. The owner shall not offer nor show their property for sale or rent to any prospective buyers or tenants but shall refer all such prospective buyers or tenants to the BROKER, nor shall the owner negotiate the sale or rental of the property with a buyer unless the BROKER participates in such negotiations.

COPYRIGHT NOTICE

5. The Owner(s) authorizes the BROKER to enter the information set forth in the PDS, and any photographs, images, graphics and video recordings of the owner's property whether taken by BROKER'S agent, supplied by owner or otherwise (listing content), into a listing content compilation owned by M.L.S.I. The Owner understands and agrees that said compilation is exclusively owned by M.L.S.I. who alone possesses the right to publish said compilation in any media form it deems appropriate, including the World Wide Web. M.L.S.I. may license, sell, lease and commercially utilize its compilation. Among other uses M.L.S.I. may license or sell the listing content to aggregators who will aggregate the listing content and resell the same. Such aggregated content shall not contain any personal information about the owner other than the owner's name. If any photograph, image, graphics or video recording ("Images") are delivered by Owner to the BROKER for use in the M.L.S.I. Compilation, by virtue of such delivery and the execution of this agreement, the Owner hereby represents and warrants that the Owner either: (1) holds all intellectual property rights including the copyrights of Images or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the Images and the right to grant sublicenses through multiple tiers, and grant the same license to M.L.S.I.

COMPENSATION

6. A. The Owner(s) hereby agrees to pay the BROKER a total commission in the amount of _____% of the selling price Or \$ _____ or in the case of a rental by separate agreement. Said commission shall be shared with Cooperating Brokers as follows:
 If the Cooperating Broker is a Seller's Agent _____% of the selling price Or \$ _____.
 If the Cooperating Broker is a Broker's Agent _____% of the selling price Or \$ _____.
 If the Cooperating Broker is a Buyer's Agent _____% of the selling price Or \$ _____.
 This commission is offered to M.L.S.I. Participants only. Owner Initials: _____

B. Said total commission shall be earned and payable under any of the following conditions:

- (a) If the BROKER or Cooperating Broker produces a buyer ready, willing and able to purchase the property on the terms and conditions set forth in the PDS;
 - (b) If through the BROKER'S or Cooperating Broker's efforts a buyer and the owner(s) reach an agreement upon all the essential terms of a transaction.
 - (c) If the property is sold or rented during the term of this Agreement whether or not the sale or rental is a result of the BROKER'S efforts and even if the property is sold as a result of the efforts of the Owner(s) or any other broker or agent not acting under this agreement.
 - (d) If the BROKER or Cooperating Broker is the procuring cause of a transaction.
7. The above compensation shall be paid to the BROKER in the event that the owner enters into a contract of sale to sell the property or actually sells the property within a period of _____ days after the termination of the agreement to any person (buyer) who has been shown the property during the term of this agreement. This paragraph shall not apply if the Owner(s) has in good faith relisted the property with another broker after the expiration of this Agreement and Owner(s) affirms there are no current negotiations on the property. Owner Initials: _____

GOOD FAITH

8. In the event the Owner(s) signs a binder/contract of sale during the term of this employment agreement, the parties agree that the expiration date set forth below shall be extended until the time that said contract of sale is fully performed or until such time as said contract fails to be performed either by its terms or because of the default of one of the parties. Nothing herein contained is intended to reduce the term of this Agreement.
9. The Owner(s) agrees at all times to act in good faith to assist the BROKER in the performance of the BROKER'S obligations and to fully cooperate with the BROKER in the BROKER'S efforts to find a buyer for the property and complete the transaction contemplated by this agreement.

RENTAL OF THE PROPERTY

10. Should the Owner(s) desire to rent the property or any portion thereof during the term of this agreement, the parties shall modify this agreement so as to specify the amount of the rent desired by the Owner(s); the terms of the rental; the amount of commission to be paid to the BROKER.
11. In the event the tenant purchases the real property described in the PDS during the term of the tenancy or during the occupancy of the tenant where such occupancy exceeds the original term, the Owner(s) agrees to pay the BROKER the total commission set forth in paragraph 6 hereof.

TERM OF AGREEMENT

12. This agreement shall commence on the date set forth below and shall terminate at midnight on _____ Owner Initials: _____



MISCELLANEOUS PROVISIONS

- 13. Any notices required to be given under this agreement shall be in writing and may be given to the party by hand delivery of such notice, confirmed facsimile or by certified or ordinary mail.
14. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT AND NOT BY ANY OTHER PRIOR ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS.
15. Any change to this listing agreement which would make the property unavailable for sale through the MLS, including but not limited to any withdrawal, cancellation, reduction in term of listing term or termination thereof, must be in writing signed by the BROKER in order to have any binding legal force and effect.
16. The Owner(s) understands and agrees that neither the Long Island Board of Realtors, Inc. nor the M.L.S.I. are parties to this agreement and that the BROKER is not an agent for either of said organizations and has no authority to make any representation, agreement or commitment with respect to either of said corporations other than those contained in the printed portions hereof.

REAL PROPERTY LAW 294-b NOTICE

- 17. (a) Effective January 1, 2009, Broker Shall have the rights set forth in Real Property Law Section 294-b. Notice is hereby given to the seller that: AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT YOU DO NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.
(b) In the event the Broker waives his or her rights under Real Property Law Section 294-b for any reason (including, but not limited to, not filing or serving an Affidavit of Entitlement specified in said Law), the parties agree that any dispute between the parties with respect to the commission earned by the Broker shall be resolved by arbitration before National Arbitration and Mediation (NAM). The arbitration shall be governed by the rules of the National Arbitration and Mediation and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
(c) In any dispute submitted to arbitration pursuant to Section 17(b) above, the Owner shall establish an escrow account with a title insurance agent or company or with a party mutually agreeable to Broker and Owner, and shall place into said escrow account an amount equal to the compensation set forth herein or the disputed amount, as the case may be. The escrow monies shall be held in escrow until the parties rights to the escrow monies have been determined either (i) by the written agreement signed by both of the parties, (ii) by an award of an arbitrator, (iii) by judgment or (iv) by some other process to which the parties agree in writing. In any action, proceeding, or arbitration to enforce this Arbitration provision, the prevailing party shall be entitled to reasonable attorney's fees, costs, and related expenses.

INDEMNITY

- 18. In the event any claim or action is commenced against the BROKER or a cooperating broker as a result of the BROKER or cooperating broker obeying the lawful instructions of the Owner(s), then, and in such event, the Owner(s) hereby agrees to defend, indemnify and hold harmless the BROKER or cooperating broker in any such claim or action. Owner shall have the right to select counsel in such event, subject to the approval of the BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.
19. With respect to the provisions of this agreement relating to compensation (Paragraph 6) and indemnity (Paragraph 18) cooperating brokers shall be third party beneficiaries of this agreement.

PROPERTY CONDITION DISCLOSURE

- 20. The Seller is required by law to complete and sign a Property Condition Disclosure Statement and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.
21. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the seller must be attached to the real estate purchase contract.
22. If prior to closing or possession by the buyer the seller acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, the seller must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable.
23. If the seller fails to so deliver a Property Condition Disclosure Statement, the buyer will be entitled to a credit in the amount of \$500 against the purchase price of the property upon the transfer of title.

AUTHORIZATIONS

- 24. Agent [] (is) [] (is not) hereby authorized to use a lockbox. (Check one)
25. Agent [] (is) [] (is not) authorized to place a "For Sale" sign on the property. (Check one)
26. Owner(s) [] (gives permission) [] (does not give permission) to the Agent to share the keys to the property with Cooperating Brokers. (Check one)

EXPLANATIONS

- 27. An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the Owner(s) of the property find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.
28. An "EXCLUSIVE AGENCY" listing means that if you, the Owner(s) of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

EQUAL OPPORTUNITY IN HOUSING

- 29. The parties agree that the above listed property is to be marketed in compliance with all Federal, State, Municipal and Local Laws concerning discrimination in housing. Wherever the word broker is capitalized (BROKER) in this agreement, it is intended to describe the real estate broker who is a party and signatory to this agreement and no other broker.

Owner Signature _____ Owner Signature _____

Owner Resident Address _____ City/Town _____ State _____ Zip _____

Home Phone _____ Other Phone _____ Email Address _____

Date _____ MLS Office Name _____

Listing Agent _____ Co-Listing Agent _____





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.

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.

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

This form was provided to me by _____ (print name of licensee) of _____ (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 _____ 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: _____



**SALES - DISCLOSURE FOR PRE-1978 HOUSING SALES
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Seller's Name: _____ Property Address: _____
City/State/Zip/Phone: _____

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 paint 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 for the presence of lead-based paint and/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)

- _____ (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: _____ Date: _____ Agent: _____ Date: _____

Form# 800S-3/96





Property Condition Disclosure Statement

Name of seller or sellers: _____

Property address: _____

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy 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. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.

"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.

Instructions to the seller:

- (a) Answer all questions based upon your actual knowledge.
- (b) Attach additional pages with your signature if additional space is required.
- (c) Complete this form yourself.
- (d) 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 authorizes 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

1. How long have you owned the property? _____
2. How long have you occupied the property? _____
3. What is the age of the structure or structures? _____
Note to buyer- If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
4. 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? Yes No UNKN NA
5. Does anybody else claim to own any part of your property? Yes No UNKN NA (if yes, explain below)



6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property?
Yes No UNKN NA (if yes, explain below)
7. Are there any features of the property shared in common with adjoining land owners or a homeowners association, such as walls, fences or driveways? Yes No UNKN NA (if yes describe below)
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? Yes No UNKN NA (if yes, explain below)
9. Are there certificates of occupancy related to the property? Yes No UNKN NA (if no, explain below)

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 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 and pool chemicals and products containing mercury and lead.

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 designated floodplain? Yes No UNKN NA (if yes, explain below)
11. Is any or all of the property located in a designated wetland? Yes No UNKN NA (if yes, explain below)
12. Is the property located in an agricultural district? Yes No UNKN NA (if yes, explain below)
13. Was the property ever the site of a landfill? Yes No UNKN NA (if yes, explain below)
14. Are there or have there ever been fuel storage tanks above or below the ground on the property?
Yes No UNKN NA
If yes, are they currently in use? Yes No UNKN NA Location(s) _____
Are they leaking or have they ever leaked? Yes No UNKN NA (if yes, explain below)
15. Is there asbestos in the structure? Yes No UNKN NA (if yes, state location or locations below)
16. Is lead plumbing present? Yes No UNKN NA (if yes, state location or locations below)
17. Has a radon test been done? Yes No UNKN NA (if yes, attach a copy of the report)
18. 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? Yes No UNKN NA (if yes, describe below)
19. 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?
Yes No UNKN NA (if yes, attach report(s))

Structural

20. Is there any rot or water damage to the structure or structures? Yes No UNKN NA (if yes, explain below)
21. Is there any fire or smoke damage to the structure or structures? Yes No UNKN NA (if yes, explain below)
22. Is there any termite, insect, rodent or pest infestation or damage? Yes No UNKN NA (if yes, explain below)



- 23. Has the property been tested for termite, insect, rodent or pest infestation or damage?
Yes No UNKN NA (if yes, please attach report(s))
- 24. What is the type of roof/roof covering (slate, asphalt, other.)? _____
Any known material defects? _____
How old is the roof? _____
Is there a transferable warrantee on the roof in effect now? Yes No UNKN NA (if yes, explain below)
- 25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions. Yes No UNKN NA (if yes, explain below)

Mechanical Systems & Services

- 26. What is the water source (circle all that apply - well, private, municipal, other)? If municipal, is it metered?
Yes No UNKN NA
- 27. Has the water quality and/or flow rate been tested? Yes No UNKN NA (if yes, describe below)
- 28. What is the type of sewage system (circle all that apply – public sewer, private sewer, septic or cesspool)?
If septic or cesspool, age? _____
Date last pumped? _____
Frequency of pumping? _____
Any known material defects? Yes No UNKN NA (if yes, explain below)
- 29. Who is your electric service provider? _____
What is the amperage? _____
Does it have circuit breakers or fuses? _____
Private or public poles? _____
Any known material defects? Yes No UNKN NA (if yes, explain below)
- 30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? Yes No UNKN NA (if yes, state locations and explain below)
- 31. Does the basement have seepage that results in standing water? Yes No UNKN NA (if yes, explain below)

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

- 32. Plumbing system? Yes No UNKN NA
- 33. Security system? Yes No UNKN NA
- 34. Carbon monoxide detector? Yes No UNKN NA
- 35. Smoke detector? Yes No UNKN NA
- 36. Fire sprinkler system? Yes No UNKN NA
- 37. Sump pump? Yes No UNKN NA
- 38. Foundation/slab? Yes No UNKN NA
- 39. Interior walls/ceilings? Yes No UNKN NA
- 40. Exterior walls or siding? Yes No UNKN NA
- 41. Floors? Yes No UNKN NA
- 42. Chimney/fireplace or stove? Yes No UNKN NA
- 43. Patio/deck? Yes No UNKN NA
- 44. Driveway? Yes No UNKN NA
- 45. Air conditioner? Yes No UNKN NA
- 46. Heating system? Yes No UNKN NA
- 47. Hot water heater? Yes No UNKN NA
- 48. The property is located in the following school district _____

UNKN



Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and flood plain maps)

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.

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 _____ date _____

Seller _____ date _____

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 _____ date _____

Buyer _____ date _____



Sellers Obligations Regarding Property Condition Disclosure

As the seller of residential real property, you are required by law to complete and sign a Property Condition Disclosure Statement as prescribed by Real Property Law 462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and seller must be attached to the real estate purchase contract.

If you acquire knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, you must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will you be required to provide a revised Property Condition Disclosure Statement, after the transfer of title from you to the buyer or after the buyer has commenced occupancy of the property.

If you fail to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the property upon the transfer of title.

I have received and read this disclosure

Address of Property: _____

Dated: _____

Seller: _____

Dated: _____

Seller: _____



To Whom It May Concern:

I have engaged the services of **Realty Executives** to serve as my agent regarding the sale of the below mentioned property. They have full authority to negotiate on my behalf, subject to my instructions regarding price, terms and conditions of sale.

All offers are to be in writing and presented directly to my agent who will then present the offer to me. At no time will I consent to negotiations in the presence of a sub-agent or a buyer's agent.

SUBJECT PROPERTY: _____

SELLER: _____ DATE: _____
_____ DATE: _____



New York State Housing 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.



New York State Housing 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 _____ (print name of Real Estate Salesperson/
Broker) of _____ (print name of Real Estate company, firm or brokerage)

(I)(We) _____

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature _____ Date: _____

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



COVID-19 RELEASE & HOLD-HARMLESS AGREEMENT

This document has legal consequences. If you do not understand it, consult your attorney.

The current world-wide Coronavirus ("COVID-19") pandemic and government mandated "shelter in place" orders in many communities underscore the risks associated for Individuals viewing or inspecting other property, and the risks for Sellers and Tenants by allowing prospects to enter property which they own or occupy. The undersigned understands that exposure to disease-causing organisms and objects, such as COVID-19, and personal contact with others, including but not limited to real estate agents, inspectors, appraisers, contractors, owners, occupants and others associated with the sale, lease or purchase of property, involves a certain degree of risk that could result in illness, permanent disability or death. The undersigned also acknowledges that it is impossible to screen and/or monitor all such individuals. After fully and carefully considering all the potential risks involved, I hereby assume the same and agree to release and hold-harmless Realty Connect USA and its employees, officers, agents, contractors and vendors ("REALTOR®") from and against, all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-19, associated with me either viewing and/or inspecting property occupied by others, or allowing others to enter property which I own or occupy.

Signature

Date

Signature

Date

Print Name of Buyer/Seller/Tenant

Print Name of Buyer/Seller/Tenant



Office Exclusive Seller Disclosure Form

Office Name _____ (Print)

Office City _____ MLS Office Code _____

Agent Name _____ (Print)

Owner Name _____ (Print)

Address _____

Listing Date _____ Office Exclusive Expiration Date _____

While the purpose of the MLS is to facilitate cooperation between MLS Brokers and their agents to successfully bring sellers and buyers together, it is also understood that there are circumstances under which the property owner(s) may seek anonymity/privacy and instruct their broker to withhold their property listing from the MLS. Initialing and signing of this form will be notice to the MLS that you, as the property owner, have instructed your brokerage that the sale of your property will be handled exclusively within the listing brokerage.

In 2019, real estate transaction volume for over 60,000 properties valued at over \$34 billion was conducted through the MLS system. Withholding from the Multiple Listing Service (MLS):

- Keeps your property from being exposed to the broadest market of over 40,000 agents and their buyers;
- Eliminates the ongoing advertising benefit of having your property available 24/7 to all potential buyers regardless of when they may start looking;
- Limits marketing to agents affiliated with your listing broker and limits public advertising of the property.
- Keeps your property off public web sites where buyers search for properties.

As Owner(s), I/We understand that any public marketing of this property will trigger the MLS Rules and Regulations requirement that the property be entered into the MLS within one business day for cooperation with other MLS Brokerages. Note: Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, all social media platforms public or private, brokerage website displays (including IDX and VOW), digital communications marketing (email or text blasts, or automated voice calls / messaging), multi-brokerage listing sharing networks, and applications available to the general public.

In accordance with MLS Rules and Regulations, by signing below, as the property Owners, I/We are providing written instructions to the listing brokerage affirming that the property will not be entered into the MLS during the entire listing period and further acknowledge(s) that any public marketing of the property will require entry into the MLS within one business day. This Listing Exclusion may be withdrawn by the listing office at any time and placed in the MLS upon the Owner's authorization.

BY: _____ (Owner) _____ (Owner) _____ (Date)

Authorized Firm Representative _____ (Print Name)

Authorized Firm Representative _____ (Signature) _____ (Date)

Note: Office Exclusive Listings shall be submitted to the MLS before midnight of the day after the Listing Date, along with a copy of this duly signed "Office Exclusive Seller Disclosure"