



where the experts are™

Please provide me with (copies only) of the following:

- Deed
- Survey
- Certificate of Occupancy (C/O) or Existing Use
- Title Report
- Tax Bill – Most Recent
- The Name of Your Real Estate Attorney
- Utility Bills – Most Recent
- Age of Major Components:
  - Roof \_\_\_\_\_
  - Heating System \_\_\_\_\_
  - CAC System \_\_\_\_\_
- Permits on additions or remodels

\*\*You need to have permits/CO's for entire structure.  
If not, please acknowledge I am advising you to get this  
taken care of.

Thank You!



where the experts are™

To Whom It May Concern:

I have engaged the services of Realty Executives USA, 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: \_\_\_\_\_



COVID-19 HEALTH SCREENING & TRAVEL  
ADVISORY QUESTIONNAIRE



**THE NEW YORK STATE DEPARTMENT OF HEALTH (DOH) RECOMMENDS THAT THIS SCREENING QUESTIONNAIRE BE DONE REMOTELY WHENEVER POSSIBLE**

As part of the phased re-opening for real estate, the DOH released “Interim Guidance for Real Estate Services During the COVID-19 Public Health Emergency”. Within the document, guidance is provided for screening Sellers/Buyers/Landlords/Tenants prior to showing a property in-person. The purpose of the screening questionnaire is to assist the DOH with tracking and tracing COVID-19 exposure and prevent further outbreaks.

Individuals traveling to NY from a non-contiguous state or CDC Level 2 or higher health notice country are subject to a 10-day quarantine but will have the ability to shorten the quarantine requirement by “testing out” through two negative COVID tests. Information on requirements for “testing out” can be found here: <https://coronavirus.health.ny.gov/covid-19-travel-advisory>

You are being asked to provide your contact information, such that all contacts may be identified, traced and notified in the event an individual is diagnosed with COVID-19

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address being shown: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Below, please check all that apply to you:

\_\_\_\_\_ have you knowingly been in close or proximate contact in the past 14 days with anyone who has tested positive for COVID-19 or who has or had symptoms of COVID-19

\_\_\_\_\_ have you tested positive for COVID-19 in the past 14 days

\_\_\_\_\_ have you experienced any symptoms of COVID-19 in the past 14 days

\_\_\_\_\_ have you travelled from a non-contiguous state (If yes answer below)

\_\_\_\_\_ I have completed the mandatory 10-day quarantine or met the requirements to “test out” of the 10-day quarantine

**In the event you become symptomatic and/or test positive for COVID-19 within 48 hours of the last visit to the property, you must notify the real estate agent immediately so proper tracking and tracing can be completed.**



# COVID-19 DISCLOSURE



On January 30, 2020, the World Health Organization (WHO) designated the novel coronavirus, COVID-19, outbreak as a Public Health Emergency of International Concern. On January 31, 2020, the United States Health and Human Services (HHS) Secretary declared a public health emergency for the entire United States and on March 7, 2020, Governor Andrew Cuomo declared a State disaster emergency for the entire State of New York (the "Emergency").

Empire State Development (ESD) has determined that real estate services, including appraisals, inspections and other services necessary to complete a transfer of real property; may be conducted in-person for those regions that have entered Phase 2 of the reopening so long as required health and safety precautions set forth in the Interim Guidance Document published by ESD and the Department of Health are followed. It may become necessary for a real estate licensee, inspector, appraiser, buyer, tenant or other third party to access the Property. Such access raises the potential for liability resulting from exposure to COVID-19. By agreeing to permit such parties to enter the Property or by agreeing to enter the Property, all parties acknowledge there is an assumption of exposure to COVID-19 and any and all consequences and/or injury which may result from such exposure, including but not limited to, physical and/or psychological injury, pain, suffering, illness, temporary or permanent disability, death or economic loss. This disclosure will help you to make informed choices about access to the Property during the Emergency.

The undersigned hereby acknowledge receipt of this COVID-19 Disclosure Statement.

\_\_\_\_\_  
Seller/Buyer/Landlord/Tenant      Date      Print name

\_\_\_\_\_  
Seller/Buyer/Landlord/Tenant      Date      Print name

This form was provided by \_\_\_\_\_  
Print Name of Licensee

of **Realty Executives** \_\_\_\_\_ a licensed real estate broker.  
Print Name of Company, Firm or Brokerage





# EXCLUSIVE RIGHT TO SELL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT ("AGREEMENT"). IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

I/WE \_\_\_\_\_ ("OWNER") the OWNER of property located at \_\_\_\_\_ ("PROPERTY") do hereby give you, **Realty Executives** \_\_\_\_\_ ("LISTING BROKER") the exclusive right to sell the PROPERTY for \$ \_\_\_\_\_ from 12:01 A.M. on \_\_\_\_ / \_\_\_\_ /20 until 11:59 P.M. on \_\_\_\_ / \_\_\_\_ /20 ("LISTING PERIOD") and to make an offer of compensation to all participants of the OneKey Multiple Listing Service, LLC (OneKey MLS) authorized under law to receive a commission. OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

Further, OWNER and LISTING BROKER agree that no marketing, promotion, sales activity, or showing of the PROPERTY shall take place until the LISTING CONTENT is entered into the OneKey MLS system and made available to other OneKey Participants on \_\_\_\_\_ (insert date).

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the OWNER and OneKey MLS and/or any REALTOR® Associations nor has OneKey MLS and/or any REALTOR® Associations in any way participated in any of the terms of this AGREEMENT, including the commission to be paid.

### COMPENSATION

1. The OWNER hereby agrees to pay the LISTING BROKER a total commission in the amount of \_\_\_\_\_ % of the selling price or \$ \_\_\_\_\_. Owner also agrees that 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 \$ \_\_\_\_\_.

\_\_\_\_\_  
OWNER INITIAL

This commission is offered to OneKey Participants only.

### COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF AGREEMENT

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or cooperating broker produces a buyer ready, willing and able to purchase the PROPERTY on such terms and conditions acceptable to the OWNER; (b) If through the LISTING BROKER's or cooperating broker's efforts a buyer and the OWNER reach an agreement upon all the essential terms of a transaction; (c) If the PROPERTY is sold or transferred during the term of this LISTING AGREEMENT whether or not the sale or transfer is a result of the LISTING BROKER's efforts and even if the PROPERTY is sold or transferred as a result of the efforts of the OWNER or any other broker or agent not acting under this LISTING AGREEMENT; (d) If the LISTING BROKER or cooperating broker is the procuring cause of a transaction. If within 180 days after the expiration or termination of the LISTING PERIOD, OWNER accepts a purchase offer on the PROPERTY from any person to whom the PROPERTY has been shown during the LISTING PERIOD, OWNER will pay LISTING BROKER the aforementioned commission/fee as if LISTING BROKER had made the sale provided the PROPERTY goes to closing. The preceding sentence shall not apply if OWNER in good faith enters into a valid listing agreement for the PROPERTY with another New York State licensed real estate broker after the expiration or termination of this AGREEMENT.

3. If OWNER terminates this LISTING AGREEMENT or the LISTING BROKER's authority provided herein prior to the end of the LISTING PERIOD, the LISTING BROKER shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages incurred) by reason of OWNER's termination.

### MARKETING

4. OWNER grants to the LISTING BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. LISTING BROKER will undertake to find a ready, willing, and able purchaser and in order to do so will engage in marketing activity which may include all forms of advertising.

### AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES

5. LISTING BROKER \_\_\_\_\_ (is) \_\_\_\_\_ (is not) authorized to place a "For Sale" sign on the PROPERTY. (Check one)

6. LISTING BROKER \_\_\_\_\_ (is) \_\_\_\_\_ (is not) authorized to use a lockbox. (Check one)

7. OWNER \_\_\_\_\_ (gives permission) \_\_\_\_\_ (does not give permission) to the LISTING BROKER to share keys to the PROPERTY with cooperating brokers. (Check one)

### RENTAL OF PROPERTY

8. Should the OWNER desire to rent the property during the period of this agreement, LISTING BROKER is hereby granted the sole and exclusive right to rent the PROPERTY. OWNER agrees to pay LISTING BROKER a rental commission of 1 mth. The commission for the lease term is due and payable (check one)  upon the execution of the lease  upon the date of occupancy. The commission for any renewal thereof, is due and payable upon the commencement of each renewal term. In the event the Property is sold during the term of the lease, the OWNER shall owe the LISTING BROKER the commission as set forth in paragraph 1 above.

### ALL MODIFICATIONS TO BE MADE IN WRITING

10. OWNER and LISTING BROKER agree that no change, amendment, modification or termination of this AGREEMENT shall be binding on any party unless the same shall be in writing and signed by the parties.

### MAINTENANCE OF PROPERTY

11. OWNER is responsible for the condition, maintenance and/or utilities for the PROPERTY including snow removal and lawn maintenance. OWNER agrees to indemnify and hold harmless the LISTING BROKER and cooperating brokers from any claim arising out of personal injuries to any persons injured on the PROPERTY and/or loss or damage to personal property except if caused by the gross negligence of the LISTING BROKER or cooperating broker. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.





# EXCLUSIVE RIGHT TO SELL AGREEMENT

## HOME EQUITY THEFT PROTECTION ACT

12. OWNER acknowledges that OWNER is aware of the Home Equity Theft Prevention Act and particularly the provisions of Section 265 of the Real Property Law of the State of New York. In order to ensure compliance with same, OWNER warrants and represents that:

- (a) OWNER is not in default of any mortgage affecting real property by reason of there being payments due and unpaid on any mortgage for two (2) months or more;
- (b) there are no actions pending against the real property to foreclose a mortgage; and
- (c) the PROPERTY is not shown as an active property on a tax lien sale list and all real estate taxes have been paid through the next lien date.

13. In the event that the above circumstances change after the execution of this listing agreement, OWNER hereby covenants and agrees that OWNER will communicate with LISTING BROKER regarding any of the matters referred to above in subparagraph (a), (b) or (c) and to keep LISTING BROKER fully apprised of same.

## ESCROW AND RECOVERY OF FEES

14. (a) Escrow. If, for any reason, LISTING BROKER is not paid the compensation set forth herein on the due date, OWNER shall establish an escrow account with a party mutually agreeable to LISTING BROKER and OWNER or a title insurance agent or company, and shall place into said escrow account an amount equal to the compensation set forth herein. The escrow monies shall be paid by OWNER to said escrow agent and shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties; (ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) some other process to which the parties agree to in writing.

(b) Commission Escrow Act. Alternatively, LISTING BROKER shall have the right to exercise LISTING BROKER's rights under the Commission Escrow Act and specifically, Real Property Law Section 294-b. The provisions of said law may require the deposit of the commission claimed by LISTING BROKER, with the County Clerk in the County in which the property is located. Notice is hereby given in accordance with Section 294-b(4)(k) as follows:

**AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT OWNER DOES 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.**

(c) Attorney Fees. In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event LISTING BROKER hires an attorney to enforce the collection of any commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, OWNER agrees to pay the reasonable attorney fees, costs and related expenses incurred by LISTING BROKER.

## INDEMNITY

15. In the event any claim or action is commenced against the LISTING BROKER or a cooperating broker as a result of the LISTING BROKER or cooperating broker obeying the lawful instructions of the OWNER, then, and in such event, the OWNER hereby agrees to defend, indemnify and hold harmless the LISTING 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 LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

16. With respect to the provisions of this AGREEMENT relating to compensation, escrow, recovery of fees, and indemnity cooperating brokers shall be third-party beneficiaries of this AGREEMENT.

## PROPERTY CONDITION DISCLOSURE

17. As the owner of residential real property, OWNER must complete and sign a Property Condition Disclosure Statement as required 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 the OWNER must be attached to the real estate purchase contract. If OWNER acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, OWNER must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will OWNER be required to provide a revised Property Condition Disclosure Statement after the transfer of title from OWNER to the buyer or after the buyer has commenced occupancy of the PROPERTY. If OWNER fails 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.

## COPYRIGHT NOTICE

18. The OWNER authorizes the LISTING BROKER to enter information and any photograph, image, graphics or video recording, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the PROPERTY whether taken by the LISTING BROKER's agent, supplied by OWNER, or otherwise ("LISTING CONTENT"), into a listing content compilation owned by OneKey MLS. The OWNER understands and agrees that said compilation is exclusively owned by OneKey who alone possess the right to publish said compilation in any media form it deems appropriate. LISTING CONTENT may be aggregated with that of other properties listed by participants in OneKey MLS, computer online networks and websites and become copyrightable data pursuant to agreements with LISTING BROKER and such other third parties. By the act of submitting any LISTING CONTENT to OneKey MLS, the LISTING BROKER has been authorized to grant and also thereby does grant authority to OneKey MLS to include the LISTING CONTENT in its copyrighted MLS compilation and also in any statistical report. OneKey MLS may license, sell, lease, and commercially utilize its compilation. Among other uses OneKey MLS may license or sell the LISTING CONTENT to aggregators who will aggregate the LISTING CONTENT and resell the same. If any LISTING CONTENT are delivered by OWNER to the LISTING BROKER for use in the OneKey MLS 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 the LISTING CONTENT; or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the LISTING CONTENT and the right to grant sublicenses through multiple tiers.

19. OWNER hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. OWNER agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. OWNER acknowledges and agrees that as between OWNER and LISTING BROKER, all LISTING CONTENT developed by either the OWNER or the LISTING BROKER is deemed owned exclusively by LISTING BROKER, and OWNER has no right, title or interest in it.



where the experts are™

# EXCLUSIVE RIGHT TO SELL AGREEMENT

### ACKNOWLEDGEMENT

20. OWNER has read and understands this LISTING AGREEMENT and does hereby acknowledge receipt of a copy thereof. 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. This AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This LISTING AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this LISTING AGREEMENT, "OWNER" refers to each and all parties who have an ownership interest in the PROPERTY and the undersigned OWNER represents that he/she is/are the sole and exclusive owner and is fully authorized to enter into this LISTING AGREEMENT. As used in this LISTING AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. OWNER and LISTING BROKER understand that all extensions of this LISTING AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. Any change to the LISTING AGREEMENT which would make the PROPERTY unavailable for sale through the OneKey MLS, including but not limited to any withdrawal, cancellation, reduction in term of listing or termination thereof, must be in writing signed by the LISTING BROKER or authorized representative/manager in order to have any binding legal force and effect.

### EQUAL OPPORTUNITY IN HOUSING

OWNER and LISTING BROKER agree that the above listed property is to be listed and marketed in compliance with all Federal, State, Municipal and Local fair housing, human rights and civil rights laws concerning discrimination in the sale/rental of properties. OWNER and LISTING BROKER agree not to discriminate against any Protected Class in the sale/rent of the Property.

### PLEASE INITIAL BELOW

  /   **EXPLANATION:** An "exclusive right to sell" listing means that if you, the OWNER 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. An "exclusive agency" listing means that if you, the OWNER 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.

### PARTIES SIGNATURE

OWNER \_\_\_\_\_

Date: \_\_\_\_\_

OWNER \_\_\_\_\_

Date: \_\_\_\_\_

LISTING BROKER (Auth. Rep) **Realty Executives** \_\_\_\_\_

Date: \_\_\_\_\_

LISTING AGENT \_\_\_\_\_

Date: \_\_\_\_\_

The "EFFECTIVE DATE" of this Agreement shall be latest date entered alongside the parties' signatures





# Division of Licensing Services

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.ny.gov

## 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 interest. 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 consistent 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 cannot 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 the 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. 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

---

## New York State Disclosure Form for Buyer and Seller

---

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 landlord or tenant. A designated sales agent cannot provide 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 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 \_\_\_\_\_ of **Realty Executives**  
*(Print Name of Licensee)* *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

Seller as a *(check relationship below)*

Seller's Agent

Broker's Agent

Buyer as a *(check relationship below)*

Buyer'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: \_\_\_\_\_





---

## **New York State Housing and Anti-Discrimination Disclosure Form**

---

Federal, State and local Fair Housing and Anti-discrimination 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 and Anti-discrimination 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](http://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](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](http://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 \_\_\_\_\_ (print name of Real Estate Salesperson/  
Broker) of **Realty Executives** \_\_\_\_\_ (print name of Real Estate company, firm or brokerage)

(I)(We) \_\_\_\_\_

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

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

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.



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.

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: \_\_\_\_\_

## **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: \_\_\_\_\_



# Office Exclusive Seller Disclosure Form



**REALTY EXECUTIVES**

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"**



# Coming Soon Authorization Form



Office Name: \_\_\_\_\_ Office City: \_\_\_\_\_  
(Print)

Owner's Name: \_\_\_\_\_  
(Print)

Address: \_\_\_\_\_  
(Street) (Town) (Zip)

MLS # : \_\_\_\_\_ Listing Date \_\_\_\_\_

Coming Soon status indicates that the listing brokerage and the seller are preparing the property for sale before marketing as Active status. Coming Soon status is not intended to give the listing brokerage an advantage to the detriment of cooperating brokers, nor to circumvent the sale of the property on an open market. Properties in Coming Soon status on OneKey MLS may not be shown.

Listings in Coming Soon status automatically transition to Active status on the On Market Date, which cannot exceed 14 days from the listing date.

While a property is in OneKey MLS's Coming Soon status, showings of any kind are not allowed. This includes showing to members of the public, agents and brokers, including those from the listing broker's office.

Showing will not begin until \_\_\_\_\_.  
(insert On Market Date)

On the On Market Date, the listing will be changed to Active and the expectation is that it is available at that time for showings. If not, the listing must be changed to Temporarily Off the Market at which time the listing will no longer be accessible and taken off the market.

During the time a listing is in the Coming Soon status, the agent may advertise and market (except for conducting showings) the listing in a manner consistent with their marketing strategy.

All displays of Coming Soon listings must be stated as such and include the "On Market Date". For Sale signs must state "Coming Soon".

Listings entered as Coming Soon are searchable by members of the service and can be emailed to potential buyers.

The listing will be displayed on other brokers' websites as part of the IDX (Internet Data Exchange) program if the listing broker participates in the program.

The listing will be displayed on any OneKey MLS sites.

\_\_\_\_\_  
(Owner) (Owner) (Date)

Broker/Agent Name: \_\_\_\_\_

Broker/Agent Signature \_\_\_\_\_  
(Date)



where the experts are™

# Residential Property Data Section

## Privacy

Public/Private: \_\_\_\_\_

## Location

Street #: \_\_\_\_\_ Street Dir: \_\_\_\_\_ Street Name: \_\_\_\_\_

St Suffix: \_\_\_\_\_ St Dir Suffix: \_\_\_\_\_ St Type: \_\_\_\_\_

County: \_\_\_\_\_ Town: \_\_\_\_\_

Zone: \_\_\_\_\_ Zip: \_\_\_\_\_ Sec./Area: \_\_\_\_\_

Cross Street: \_\_\_\_\_

Development: \_\_\_\_\_ District: \_\_\_\_\_

Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Zoning: \_\_\_\_\_

Adult Community: \_\_\_\_\_ Minimum Age: \_\_\_\_\_

School Dist. Name: \_\_\_\_\_

High School: \_\_\_\_\_ Junior Middle School: \_\_\_\_\_

Elementary School: \_\_\_\_\_

### Location Features:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Close to Bus      | <input type="checkbox"/> Close to Shops             | <input type="checkbox"/> Privacy           |
| <input type="checkbox"/> Close to Park     | <input type="checkbox"/> Cul-De-Sac                 | <input type="checkbox"/> Protected Wetland |
| <input type="checkbox"/> Close to Railroad | <input type="checkbox"/> Horse Property             | <input type="checkbox"/> Tot Lot           |
| <input type="checkbox"/> Close to School   | <input type="checkbox"/> Near Public Transportation |  |

## Price/Dates

As a Licensed Realtor you must provide true and accurate information to the consumer, including taxes. By not doing so is a direct violation of MLS Rules, Code of Ethics and DOS regulations. Fines for violations could be up to \$15,000. A list of counties, townships and villages including contact info to verify taxes may be found under MLS/LIBOR Links on the Info Center.

Price Range Listing?: \_\_\_\_\_ Listing Price: \_\_\_\_\_

Taxes (without exemption): \_\_\_\_\_ Additional Village Taxes: \_\_\_\_\_

### Included in Taxes:

- Sewer       Trash       Water

Assessed Value: \_\_\_\_\_

### Dates:

Listing Date: \_\_\_\_\_ Exp Date: \_\_\_\_\_



# Characteristics

Style: \_\_\_\_\_ Detached/Attached: \_\_\_\_\_ # Levels: \_\_\_\_\_  
 Rooms: \_\_\_\_\_ Total Rms Finished: \_\_\_\_\_  
 Bedrooms: \_\_\_\_\_ Baths - Full: \_\_\_\_\_ Baths - Half: \_\_\_\_\_  
 # Kitchens: \_\_\_\_\_ # Families: \_\_\_\_\_  
 Permit: \_\_\_\_\_ Permit#: \_\_\_\_\_

## Units (multi – family only)

Unit Number: \_\_\_\_\_ Floor Location: \_\_\_\_\_  
 Unit Rooms: \_\_\_\_\_ Unit Bedrooms: \_\_\_\_\_  
 Unit Baths Full: \_\_\_\_\_ Unit Baths Half: \_\_\_\_\_  
 Unit Approximate Sqft: \_\_\_\_\_  
 Unit Description: \_\_\_\_\_

### Unit Appliances:

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Dishwasher               | <input type="checkbox"/> Oven/Range   |
| <input type="checkbox"/> Dryer                    | <input type="checkbox"/> Refrigerator |
| <input type="checkbox"/> Energy Star Appliance(s) | <input type="checkbox"/> Washer       |
| <input type="checkbox"/> Microwave                |                                       |

Unit Occupancy: \_\_\_\_\_ Unit Leased: \_\_\_\_\_ Unit Lease End Date: \_\_\_\_\_  
 Unit Rent Description: \_\_\_\_\_

# 1Bedrooms: \_\_\_\_\_  
 # 2Bedrooms: \_\_\_\_\_  
 # 3Bedrooms: \_\_\_\_\_  
 # 4Bedrooms: \_\_\_\_\_  
 Total Vacancies: \_\_\_\_\_

### Tenant Pays:

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> All Utility | <input type="checkbox"/> Heat        |
| <input type="checkbox"/> Cooking Gas | <input type="checkbox"/> None        |
| <input type="checkbox"/> Electric    | <input type="checkbox"/> See Remarks |
| <input type="checkbox"/> Gas         | <input type="checkbox"/> Water       |

# Gas Meters: \_\_\_\_\_ # Electric Meters: \_\_\_\_\_ # Heat Units: \_\_\_\_\_  
 Gross Operating Income: \_\_\_\_\_ Adjusted GOI: \_\_\_\_\_  
 Maintenance Expense: \_\_\_\_\_ Fuel Expenses: \_\_\_\_\_  
 Insurance Expenses: \_\_\_\_\_ Trash Removal Expenses: \_\_\_\_\_  
 Water Expenses: \_\_\_\_\_ Other Expenses: \_\_\_\_\_

### Attic:

- |                                   |   |                                      |
|-----------------------------------|---|--------------------------------------|
| <input type="checkbox"/> Dormer   | <input type="checkbox"/> Partial            | <input type="checkbox"/> See Remarks |
| <input type="checkbox"/> Finished | <input type="checkbox"/> Partially Finished | <input type="checkbox"/> Unfinished  |
| <input type="checkbox"/> Full     | <input type="checkbox"/> Pull Stairs        | <input type="checkbox"/> Walkup      |
| <input type="checkbox"/> None     | <input type="checkbox"/> Scuttle            |                                      |

Approx Int Square Footage: \_\_\_\_\_ Square Foot Source: \_\_\_\_\_



### **Basement:**

- |  |   |                                      |
|--|---|--------------------------------------|
| <input type="checkbox"/> Bilco Door(s) | <input type="checkbox"/> None               | <input type="checkbox"/> See Remarks |
| <input type="checkbox"/> Crawl         | <input type="checkbox"/> Opt                | <input type="checkbox"/> Slab        |
| <input type="checkbox"/> Finished      | <input type="checkbox"/> Partial            | <input type="checkbox"/> Unfinished  |
| <input type="checkbox"/> Full          | <input type="checkbox"/> Partially Finished | <input type="checkbox"/> Walk Out    |

### **Interior Features:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> 1st Fl Master Bedroom          | <input type="checkbox"/> Guest Quarters            | <input type="checkbox"/> Sauna/Steam Room    |
| <input type="checkbox"/> 1st Floor Bedrm                | <input type="checkbox"/> Hardwood Floors As Seen   | <input type="checkbox"/> Security System     |
| <input type="checkbox"/> ADA Inside                     | <input type="checkbox"/> Home Office               | <input type="checkbox"/> Sky Light           |
| <input type="checkbox"/> Cathedral/Vaulted/High Ceiling | <input type="checkbox"/> Legal Accessory Apartment | <input type="checkbox"/> Sprinkler Fire Sys  |
| <input type="checkbox"/> Den/Family Room                | <input type="checkbox"/> Lr/Dr                     | <input type="checkbox"/> Storage             |
| <input type="checkbox"/> Eat in Kitchen                 | <input type="checkbox"/> L-Shaped Dining Room      | <input type="checkbox"/> Walk In Closet      |
| <input type="checkbox"/> Elevator                       | <input type="checkbox"/> Marble Bath               | <input type="checkbox"/> Walk Out Basement   |
| <input type="checkbox"/> Exercise Room                  | <input type="checkbox"/> Marble Countertops        | <input type="checkbox"/> Wall To Wall Carpet |
| <input type="checkbox"/> Formal Dining Room             | <input type="checkbox"/> Master Bath               | <input type="checkbox"/> Wetbar              |
| <input type="checkbox"/> Foyer                          | <input type="checkbox"/> Pantry                    | <input type="checkbox"/> Wood Burning Stove  |
| <input type="checkbox"/> Granite Countertops            | <input type="checkbox"/> Powder Room               |  |

### **Included:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> A/C Units                | <input type="checkbox"/> Flat Screen TV Bracket | <input type="checkbox"/> Second Dryer             |
| <input type="checkbox"/> Air Filter System        | <input type="checkbox"/> Freezer                | <input type="checkbox"/> Second Freezer           |
| <input type="checkbox"/> Alarm System             | <input type="checkbox"/> Front Gate             | <input type="checkbox"/> Second Refrigerator      |
| <input type="checkbox"/> Attic Fan                | <input type="checkbox"/> Garage Door Opener     | <input type="checkbox"/> Second Stove             |
| <input type="checkbox"/> Awning                   | <input type="checkbox"/> Garage Remote          | <input type="checkbox"/> Second Washer            |
| <input type="checkbox"/> B/I Audio/Visual Equip   | <input type="checkbox"/> Gas Grill              | <input type="checkbox"/> See Remarks              |
| <input type="checkbox"/> B/I Shelves              | <input type="checkbox"/> Gas Tank               | <input type="checkbox"/> Shades/Blinds            |
| <input type="checkbox"/> Basketball Hoop          | <input type="checkbox"/> Generator              | <input type="checkbox"/> Shed                     |
| <input type="checkbox"/> Bread Warmer             | <input type="checkbox"/> Greenhouse             | <input type="checkbox"/> Solar Panels Leased      |
| <input type="checkbox"/> Ceiling Fan              | <input type="checkbox"/> Hot Tub                | <input type="checkbox"/> Solar Panels Owned       |
| <input type="checkbox"/> Central Vacuum           | <input type="checkbox"/> Humidifier             | <input type="checkbox"/> Speakers Indoor          |
| <input type="checkbox"/> Chandelier(s)            | <input type="checkbox"/> Intercom               | <input type="checkbox"/> Speakers Outdoor         |
| <input type="checkbox"/> Compactor                | <input type="checkbox"/> Lawn Maint Equip       | <input type="checkbox"/> Stained Glass Window     |
| <input type="checkbox"/> Convection Oven          | <input type="checkbox"/> Light Fixtures         | <input type="checkbox"/> Storm Windows            |
| <input type="checkbox"/> Cook Top                 | <input type="checkbox"/> Low Flow fixtures      | <input type="checkbox"/> TV Dish                  |
| <input type="checkbox"/> Craft/Table/Bench        | <input type="checkbox"/> Mailbox                | <input type="checkbox"/> Video Cameras            |
| <input type="checkbox"/> Curtains/Drapes          | <input type="checkbox"/> Microwave              | <input type="checkbox"/> Wall Oven                |
| <input type="checkbox"/> Dehumidifier             | <input type="checkbox"/> Nanny Cam/Comp Serv    | <input type="checkbox"/> Wall to Wall Carpet      |
| <input type="checkbox"/> Dishwasher               | <input type="checkbox"/> Oven/Range             | <input type="checkbox"/> Washer                   |
| <input type="checkbox"/> Disposal                 | <input type="checkbox"/> Pellet Stove           | <input type="checkbox"/> Water Conditioner Owned  |
| <input type="checkbox"/> Door Hardware            | <input type="checkbox"/> Playset                | <input type="checkbox"/> Water Conditioner Rented |
| <input type="checkbox"/> Dryer                    | <input type="checkbox"/> Pool Equip/Cover       | <input type="checkbox"/> Whirlpool Tub            |
| <input type="checkbox"/> Energy Star Appliance(s) | <input type="checkbox"/> Refrigerator           | <input type="checkbox"/> Whole House Ent. Syst    |
| <input type="checkbox"/> Entertainment Cabinets   | <input type="checkbox"/> Screens                | <input type="checkbox"/> Wine Cooler              |
| <input type="checkbox"/> Fireplace Equip          | <input type="checkbox"/> Second Dishwasher      | <input type="checkbox"/> Woodburning Stove        |



# Fireplaces: \_\_\_\_\_ Approx Year Built: \_\_\_\_\_  
 Year Built Exception: \_\_\_\_\_ New Construction: \_\_\_\_\_  
 Year Renovated: \_\_\_\_\_ Appearance: \_\_\_\_\_

## Rooms

---

<u>Level</u>	<u>Type</u>	<u>Description</u>

## Exterior/Util

---

**Construction:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Advanced Framing Technique | <input type="checkbox"/> Frame                    | <input type="checkbox"/> Manufactured      |
| <input type="checkbox"/> Batt Insulation            | <input type="checkbox"/> HERS                     | <input type="checkbox"/> Modular           |
| <input type="checkbox"/> Block                      | <input type="checkbox"/> Insulated Concrete Forms | <input type="checkbox"/> NAHB Green-Bronze |
| <input type="checkbox"/> Blown-In Insulation        | <input type="checkbox"/> LEED                     | <input type="checkbox"/> NAHB Green-Gold   |
| <input type="checkbox"/> Brick                      | <input type="checkbox"/> LEED-Gold                | <input type="checkbox"/> NAHB Green-Silver |
| <input type="checkbox"/> Cellulose Insulation       | <input type="checkbox"/> LEED-Platinum            | <input type="checkbox"/> Other/See Remarks |
| <input type="checkbox"/> Energy Star                | <input type="checkbox"/> LEED-Silver              | <input type="checkbox"/> Post and Beam     |
| <input type="checkbox"/> Fiberglass Insulation      | <input type="checkbox"/> Log                      |  |

**Siding:**

- |                                   |   |  |                                |
|-----------------------------------|---|--|--------------------------------|
| <input type="checkbox"/> Aluminum | <input type="checkbox"/> Cedar Shake          | <input type="checkbox"/> Masonry           | <input type="checkbox"/> T111  |
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Clap Board           | <input type="checkbox"/> Other/See Remarks | <input type="checkbox"/> Vinyl |
| <input type="checkbox"/> Block    | <input type="checkbox"/> Concrete Fiber Board | <input type="checkbox"/> Shingle           | <input type="checkbox"/> Wood  |
| <input type="checkbox"/> Brick    | <input type="checkbox"/> Hardiplank           | <input type="checkbox"/> Stone             |                                |
| <input type="checkbox"/> Cedar    | <input type="checkbox"/> Log                  | <input type="checkbox"/> Stucco            |                                |



**Building Features:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Above Ground Pool        | <input type="checkbox"/> Fire Escape           | <input type="checkbox"/> Security System          |
| <input type="checkbox"/> Cable                    | <input type="checkbox"/> Fireplace             | <input type="checkbox"/> Solar Panels Leased      |
| <input type="checkbox"/> Common Laundry           | <input type="checkbox"/> Handicapped           | <input type="checkbox"/> Solar Panels Owned       |
| <input type="checkbox"/> Existing Screens         | <input type="checkbox"/> Hardwood Floors Exist | <input type="checkbox"/> Water Conditioner Owned  |
| <input type="checkbox"/> Existing Storms          | <input type="checkbox"/> In Ground Pool        | <input type="checkbox"/> Water Conditioner Rented |
| <input type="checkbox"/> Existing Thermal Windows | <input type="checkbox"/> Master Bath           |   |

Building Size: \_\_\_\_\_ Driveway: \_\_\_\_\_ # Parking Spaces: \_\_\_\_\_

**Parking:**

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> 1 Car Attached  | <input type="checkbox"/> Assigned       | <input type="checkbox"/> Lot Parking        | <input type="checkbox"/> Private Parking   |
| <input type="checkbox"/> 1 Car Detached  | <input type="checkbox"/> Attached       | <input type="checkbox"/> No Garage          | <input type="checkbox"/> Public Parking    |
| <input type="checkbox"/> 2 Car Attached  | <input type="checkbox"/> Carport        | <input type="checkbox"/> No Parking         | <input type="checkbox"/> Storage           |
| <input type="checkbox"/> 2 Car Detached  | <input type="checkbox"/> Common         | <input type="checkbox"/> None               | <input type="checkbox"/> Street Parking    |
| <input type="checkbox"/> 3 Car Attached  | <input type="checkbox"/> Covered        | <input type="checkbox"/> Off-Site Parking   | <input type="checkbox"/> Tandem            |
| <input type="checkbox"/> 3 Car Detached  | <input type="checkbox"/> Detached       | <input type="checkbox"/> Off-Street Parking | <input type="checkbox"/> Unassigned        |
| <input type="checkbox"/> 4+ Car Attached | <input type="checkbox"/> Driveway       | <input type="checkbox"/> Other/See Remarks  | <input type="checkbox"/> Under Home/Ground |
| <input type="checkbox"/> 4+ Car Detached | <input type="checkbox"/> Garage Parking | <input type="checkbox"/> Party              | <input type="checkbox"/> Waitlist          |

Lot Size: \_\_\_\_\_ Lot Size Units: \_\_\_\_\_ Lot Sq Footage: \_\_\_\_\_

**Lot Description:**

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Borders State Land | <input type="checkbox"/> Historic District | <input type="checkbox"/> Possible Sub Division | <input type="checkbox"/> Stone/Brick Wall |
| <input type="checkbox"/> Corner Lot         | <input type="checkbox"/> Level             | <input type="checkbox"/> Restrictions          | <input type="checkbox"/> Wooded           |
| <input type="checkbox"/> Easement           | <input type="checkbox"/> Partly Wooded     | <input type="checkbox"/> Sloping               |   |

**Lot Exposure:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Exposure East       | <input type="checkbox"/> Exposure North West | <input type="checkbox"/> Exposure South West |
| <input type="checkbox"/> Exposure North      | <input type="checkbox"/> Exposure South      | <input type="checkbox"/> Exposure West       |
| <input type="checkbox"/> Exposure North East | <input type="checkbox"/> Exposure South East |  |

**Exterior Features:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Fenced Yard     | <input type="checkbox"/> Porch              |
| <input type="checkbox"/> ADA Access        | <input type="checkbox"/> Fencing         | <input type="checkbox"/> Private Entrance   |
| <input type="checkbox"/> Additional Land   | <input type="checkbox"/> Gated Community | <input type="checkbox"/> Private Roof       |
| <input type="checkbox"/> Balcony           | <input type="checkbox"/> Heated Parking  | <input type="checkbox"/> Riding Ring        |
| <input type="checkbox"/> Basketball Court  | <input type="checkbox"/> In Ground Pool  | <input type="checkbox"/> Roof Deck          |
| <input type="checkbox"/> Deck              | <input type="checkbox"/> New Windows     | <input type="checkbox"/> Sprinkler Lawn Sys |
| <input type="checkbox"/> Fenced            | <input type="checkbox"/> Patio           | <input type="checkbox"/> Tennis             |

**Other Structures:**

- |   |
|---|
| <input type="checkbox"/> Barn(s)        |
| <input type="checkbox"/> Greenhouse     |
| <input type="checkbox"/> Out Building   |
| <input type="checkbox"/> Stable/Paddock |
| <input type="checkbox"/> Workshop       |

Garbage Removal: \_\_\_\_\_

**View:**

- Bridge View
- City View
- Mountain Views
- Open View
- Park View
- Scenic View
- Skyline View
- View

**Waterfront Features:**

- |                                       |  |                                       |
|---------------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Bay          | <input type="checkbox"/> Lake                | <input type="checkbox"/> River        |
| <input type="checkbox"/> Beach        | <input type="checkbox"/> Lake Association    | <input type="checkbox"/> River Views  |
| <input type="checkbox"/> Beach Rights | <input type="checkbox"/> Lake Rights         | <input type="checkbox"/> Sound        |
| <input type="checkbox"/> Bulkhead     | <input type="checkbox"/> Lake Views          | <input type="checkbox"/> Water Access |
| <input type="checkbox"/> Canal        | <input type="checkbox"/> Lake/Pond/Stream    | <input type="checkbox"/> Water Other  |
| <input type="checkbox"/> Creek        | <input type="checkbox"/> Lakefront           | <input type="checkbox"/> Water View   |
| <input type="checkbox"/> Dock/Mooring | <input type="checkbox"/> Motor Boats Allowed | <input type="checkbox"/> Waterfront   |
| <input type="checkbox"/> Harbor       | <input type="checkbox"/> Ocean               |                                       |
| <input type="checkbox"/> Inlet        | <input type="checkbox"/> Pond                |                                       |

Water Frontage: \_\_\_\_\_

**Utilities:**

# Heating Zones: \_\_\_\_\_

**Heating Fuel:**

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Coal        | <input type="checkbox"/> Oil Above Ground  |
| <input type="checkbox"/> Electric    | <input type="checkbox"/> Oil Below Ground  |
| <input type="checkbox"/> Kerosene    | <input type="checkbox"/> Other/See Remarks |
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Propane           |
| <input type="checkbox"/> None        | <input type="checkbox"/> Solar             |
| <input type="checkbox"/> Oil         | <input type="checkbox"/> Wood              |

**Heating Type:**

- |  |   |
|--|---|
| <input type="checkbox"/> Base Board          | <input type="checkbox"/> Heat Recovery System |
| <input type="checkbox"/> Electric            | <input type="checkbox"/> Hot Water            |
| <input type="checkbox"/> Energy Star Unit(s) | <input type="checkbox"/> Hydro Air            |
| <input type="checkbox"/> Forced Air          | <input type="checkbox"/> None                 |
| <input type="checkbox"/> Geothermal          | <input type="checkbox"/> Other                |
| <input type="checkbox"/> Gravity Hot Air     | <input type="checkbox"/> Passive Solar        |
| <input type="checkbox"/> Heat Pump Air       |   |

Separate Hot Water Heater: \_\_\_\_\_

**Sewer:**

- |                                    |   |  |
|------------------------------------|---|--|
| <input type="checkbox"/> Cesspool  | <input type="checkbox"/> None               | <input type="checkbox"/> Septic Above Ground |
| <input type="checkbox"/> Community | <input type="checkbox"/> Others/See Remarks | <input type="checkbox"/> Septic Approved     |
| <input type="checkbox"/> Municipal | <input type="checkbox"/> Septic             | <input type="checkbox"/> Sewer               |

**A/C:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Air Purification System | <input type="checkbox"/> Energy Star Unit(s)  | <input type="checkbox"/> SEER Rating 12+ |
| <input type="checkbox"/> Central                 | <input type="checkbox"/> Geothermal           | <input type="checkbox"/> Wall Units      |
| <input type="checkbox"/> Ductless                | <input type="checkbox"/> High Pressure System | <input type="checkbox"/> Window Units    |
| <input type="checkbox"/> Ductwork                | <input type="checkbox"/> Individual           | <input type="checkbox"/> Yes             |
| <input type="checkbox"/> Energy Star CAC         | <input type="checkbox"/> None                 |  |

**Hotwater:**

- |   |  |
|---|--|
| <input type="checkbox"/> Electric Stand Alone | <input type="checkbox"/> On Demand     |
| <input type="checkbox"/> Fuel Oil Stand Alone | <input type="checkbox"/> See Remarks   |
| <input type="checkbox"/> Gas Stand Alone      | <input type="checkbox"/> Solar Thermal |
| <input type="checkbox"/> Indirect Tank        | <input type="checkbox"/> Tankless Coil |
| <input type="checkbox"/> None                 |  |

**Water Description:**

- |                                       |  |
|---------------------------------------|--|
| <input type="checkbox"/> Community    | <input type="checkbox"/> Other/See Remarks |
| <input type="checkbox"/> Drilled Well | <input type="checkbox"/> Private           |
| <input type="checkbox"/> Dug Well     | <input type="checkbox"/> Shared            |
| <input type="checkbox"/> Municipal    | <input type="checkbox"/> Spring            |
| <input type="checkbox"/> None         |  |

**Green Features:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Double Pane Windows      | <input type="checkbox"/> Energy Star Water Heater   | <input type="checkbox"/> Programmable Thermostat |
| <input type="checkbox"/> Energy Star Dishwasher   | <input type="checkbox"/> Energy Star Windows        | <input type="checkbox"/> Solar Panels            |
| <input type="checkbox"/> Energy Star Doors        | <input type="checkbox"/> Geothermal Water Heater    | <input type="checkbox"/> Solar Pool Cover        |
| <input type="checkbox"/> Energy Star Dryer        | <input type="checkbox"/> Gray Water System          | <input type="checkbox"/> Solar Water Heater      |
| <input type="checkbox"/> Energy Star Furnace      | <input type="checkbox"/> Green Certified            | <input type="checkbox"/> Storm Doors             |
| <input type="checkbox"/> Energy Star Refrigerator | <input type="checkbox"/> Insulated Doors            | <input type="checkbox"/> Tankless Water Heater   |
| <input type="checkbox"/> Energy Star Skylight(s)  | <input type="checkbox"/> Insulated Windows          | <input type="checkbox"/> Triple Thermo Windows   |
| <input type="checkbox"/> Energy Star Stove        | <input type="checkbox"/> Low Flow Showers/Fixtures  | <input type="checkbox"/> Windmill                |
| <input type="checkbox"/> Energy Star Washer       | <input type="checkbox"/> Low Flow/Dual Flush Toilet |  |

HERS Index Score: \_\_\_\_\_

**Owner/Broker**

---

Owner: \_\_\_\_\_ Status/Showing Phone: \_\_\_\_\_

Listing Agent: \_\_\_\_\_ Listing Agent Phone#: \_\_\_\_\_

Co-Listing Agent: \_\_\_\_\_ Co-Listing Agent Phone#: \_\_\_\_\_

Seller Agency Compensation: \_\_\_\_\_ Buyer Agency Compensation: \_\_\_\_\_

Broker Agency Compensation: \_\_\_\_\_

Agreement Type: \_\_\_\_\_ Negotiate Direct: \_\_\_\_\_ Offer Presentation: \_\_\_\_\_

Occupancy: \_\_\_\_\_

Show Instructions: \_\_\_\_\_

Lockbox: \_\_\_\_\_ Access for Showing: \_\_\_\_\_ Owner Financing: \_\_\_\_\_

**Remarks/Misc**

---

Broker Remarks (Info for Realtors):

Directions:

Public Remarks is for description only. No name, PH#, refer to agent, office, status, etc.

Public Remarks (Info for consumers):

Rent Income:: \_\_\_\_\_ Also For Rent: \_\_\_\_\_ Rental Price: \_\_\_\_\_

**Excluded:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> A/C Units               | <input type="checkbox"/> Dishwasher                | <input type="checkbox"/> Hot Tub               |
| <input type="checkbox"/> Air Filter              | <input type="checkbox"/> Disposal                  | <input type="checkbox"/> Humidifier            |
| <input type="checkbox"/> Alarm System            | <input type="checkbox"/> Door Hardware             | <input type="checkbox"/> Intercom              |
| <input type="checkbox"/> Awnings                 | <input type="checkbox"/> Dryer                     | <input type="checkbox"/> Lap Pool              |
| <input type="checkbox"/> B/I Audio/Visual Equip  | <input type="checkbox"/> Entertainment Cabinets    | <input type="checkbox"/> Lawn Maint Equip      |
| <input type="checkbox"/> B/I Shelves             | <input type="checkbox"/> Fireplace Equipment       | <input type="checkbox"/> Mailbox               |
| <input type="checkbox"/> Basketball Hoop         | <input type="checkbox"/> Flat Screen TV Bracket    | <input type="checkbox"/> Microwave Oven        |
| <input type="checkbox"/> Bread Warmer            | <input type="checkbox"/> Freezer                   | <input type="checkbox"/> Nanny Cam/Comp Serv   |
| <input type="checkbox"/> Ceiling Fan             | <input type="checkbox"/> Front Gate                | <input type="checkbox"/> Pellet Stove          |
| <input type="checkbox"/> Chandelier(s)           | <input type="checkbox"/> Garage Door Opener        | <input type="checkbox"/> Playset               |
| <input type="checkbox"/> Compactor               | <input type="checkbox"/> Garage Remote             | <input type="checkbox"/> Pool Above Ground     |
| <input type="checkbox"/> Convection Oven         | <input type="checkbox"/> Gas Tank                  | <input type="checkbox"/> Pool Equip/Cover      |
| <input type="checkbox"/> Craft/Table/Bench       | <input type="checkbox"/> Generator                 | <input type="checkbox"/> Refrigerator          |
| <input type="checkbox"/> Curtains/Drapes         | <input type="checkbox"/> Greenhouse                | <input type="checkbox"/> Screens               |
| <input type="checkbox"/> Dehumidifier            | <input type="checkbox"/> Grill                     | <input type="checkbox"/> Second Dishwasher     |
| <input type="checkbox"/> Second Dryer            | <input type="checkbox"/> Selected Window Treatment | <input type="checkbox"/> Video Cameras         |
| <input type="checkbox"/> Second Freezer          | <input type="checkbox"/> Shades/Blinds             | <input type="checkbox"/> Wall To Wall Carpet   |
| <input type="checkbox"/> Second Refrigerator     | <input type="checkbox"/> Shed                      | <input type="checkbox"/> Washer                |
| <input type="checkbox"/> Second Stove            | <input type="checkbox"/> Speakers Indoor           | <input type="checkbox"/> Water Conditioner     |
| <input type="checkbox"/> Second Washer           | <input type="checkbox"/> Speakers Outdoor          | <input type="checkbox"/> Water Softner         |
| <input type="checkbox"/> See Remarks             | <input type="checkbox"/> Stained Glass Window      | <input type="checkbox"/> Whole House Ent. Syst |
| <input type="checkbox"/> Selected Light Fixtures | <input type="checkbox"/> Storm Windows             | <input type="checkbox"/> Wine Cooler           |
| <input type="checkbox"/> Selected Plantings      | <input type="checkbox"/> TV Dish                   | <input type="checkbox"/> Wood Stove            |

**Modifications/Exclusions:**

- |   |   |
|---|---|
| <input type="checkbox"/> M1 Buyer Exclusions        | <input type="checkbox"/> M7 Insufficiency of Funds  |
| <input type="checkbox"/> M2 Agent Exclusions        | <input type="checkbox"/> M7A Litigation Policy      |
| <input type="checkbox"/> M3 IAW                     | <input type="checkbox"/> M7B Litigation Policy      |
| <input type="checkbox"/> M4 Commission Modification | <input type="checkbox"/> M8 Short Sale Notification |
| <input type="checkbox"/> M6 Disclosure of Ownership | <input type="checkbox"/> None                       |

Supersedes: \_\_\_\_\_ Supersedes ML#: \_\_\_\_\_ REO: \_\_\_\_\_

Auction Listing: \_\_\_\_\_ Auction Terms Sale Listing: \_\_\_\_\_ Contract Vendee Listing: \_\_\_\_\_

Do you want to display the address on the internet: \_\_\_\_\_

Send Listing to Realtor.com: \_\_\_\_\_





where the experts are™

## Open House

---

Type: \_\_\_\_\_

Date: \_\_\_\_\_

Begin: \_\_\_\_\_

End: \_\_\_\_\_

Refreshments: \_\_\_\_\_

Description:

By signing this Property Data Form, Owner(s) acknowledges that Owner(s) read the form in its entirety and affirms to the best of their knowledge, recollection, or ability that the information contained therein is true and accurate as of the date Owner(s) signs the form. Should Owner(s) acquire knowledge which changes any of the information contained on this form, Owner(s) must immediately notify Listing Broker of such changes in writing.

By: \_\_\_\_\_  
(Owner)

\_\_\_\_\_ (Owner)

\_\_\_\_\_ (Date)



# FAIR HOUSING NOTICE

*Federal, State and Local Fair Housing Laws protect individuals from housing discrimination. It is unlawful 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.*

## THE FOLLOWING ARE SOME EXAMPLES OF POTENTIAL FAIR HOUSING VIOLATIONS:

- Refusing to rent, sell or show a property based on a potential tenant or purchaser's protected characteristic.
- Quoting a higher price to a purchaser or renter because of the potential purchaser or tenant's protected characteristic.
- Refusing to rent to a tenant who has children or increasing a security deposit based on the number of children who will be living in the apartment.
- Steering prospective tenants or purchasers to certain neighborhoods based on any protected characteristics.
- Refusing to rent to a potential tenant because of their source of income, including but not limited to, Section 8 vouchers or other government subsidies.
- Refusing to waive a "no pet" policy for tenants that require a service, assistance or emotional support animal.
- Discriminating at the direction of a seller or landlord or because it is the preference of a seller or landlord.
- Refusing to rent to a renter who is a victim of domestic violence.

## YOU HAVE THE RIGHT TO FILE A COMPLAINT

- New York State, Department of State: (518) 474-4429
- New York State, Division of Human Rights: (844) 862-8703

TAKE  
PHOTO  
FOR  
FORMS



ALBANY OFFICE: One Commerce Plaza, 99 Washington Avenue, P.O. Box 22001, Albany, NY 12201-2001  
• Customer Service: (518) 474-4429 • Website: [www.dos.ny.gov](http://www.dos.ny.gov) • E-Mail: [licensing@dos.ny.gov](mailto:licensing@dos.ny.gov)

### REGIONAL OFFICES:

• BINGHAMTON • BUFFALO • HAUPPAUGE • NEW YORK CITY • UTICA

*This sign must be prominently posted in all real estate broker offices  
and at all public open houses.*