



EXCLUSIVE RIGHT TO SELL AGREEMENT

I/WE _____ ("OWNER") the OWNER of property located at _____ ("PROPERTY") do hereby give you, _____ ("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").

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 any compensation to be paid.

1. LISTING BROKER FEE.

THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT BROKER COMPENSATION IS NOT SET BY LAW OR BY ANY REALTOR® ASSOCIATION OR ONEKEY® MLS AND IS FULLY NEGOTIABLE BETWEEN OWNER AND THE LISTING BROKER.

OWNER INITIAL

Listing Broker Fee ("Broker Fee"): The OWNER hereby agrees to pay the LISTING BROKER a total fee in the amount of _____% of the selling price; \$ _____ or Other (please specify) _____. The Broker Fee is exclusively for LISTING BROKER'S services and is not subject to sharing, splitting, or otherwise paying to a buyer's broker or agent.

OWNER INITIAL

2.REQUEST BY BUYERS FOR PAYMENT OF BUYER'S BROKER FEES. LISTING BROKER has explained and advised OWNER that OWNER is not required to offer compensation to other brokers or agents representing buyers ("Buyer Brokers") that procure a buyer for the PROPERTY ("Buyer's Broker Fees"). An OWNER may receive requests from a buyer to pay Buyer's Broker Fees as part of the purchase offer or separately. The OWNER can accept, deny or negotiate the amount of Buyer's Broker Fees being requested by the Buyer. LISTING BROKER will disclose in writing to OWNER, and obtain OWNER's authority, for any offer to pay Buyer's Broker Fees made to another Buyer Broker. This disclosure will include the amount or rate of any such offer to a Buyer Broker and will be made in advance of any payment or agreement to pay. Any agreement to pay Buyer Broker's Broker Fees will be memorialized in a Confirmation of Seller's Agreement to Pay Buyer's Broker signed by the parties and/or the binding contract of sale.

OWNER INITIAL



3. ADDITIONAL LISTING BROKER FEE FOR UNREPRESENTED BUYER (CHECK IF APPLICABLE).

If LISTING BROKER produces a buyer ready, willing, and able to buy the PROPERTY, and such buyer is not represented by a broker at the time of ratification of the contract of sale, the Broker Fee shall also include the following in addition the Listing Broker Fee specified in paragraph 1: _____% of the selling price; \$_____ or Other (please specify)

OWNER INITIAL

4. ADDITIONAL PROFESSIONAL SERVICES FEE PROVISIONS (IF ANY).

OWNER INITIAL

5. BROKER FEE EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF AGREEMENT.

The above Broker Fee to Listing Broker shall be earned and payable under any of the following conditions:

- (a) If the LISTING BROKER procures 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 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 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 person, broker or agent not acting under this AGREEMENT;
- (d) if the property is sold by LISTING BROKER, or through any other person, including OWNER, on the above terms or any other price and terms acceptable to OWNER during the above time period or any extension of such time period;
- (e) If within _____ 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 Broker 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.

6. SELLER'S CONCESSION. A Seller's Concession is a monetary contribution given by OWNER to a buyer to use towards the buyer's closing costs.

The OWNER ___ does / ___ does not elect to authorize LISTING BROKER to advertise that OWNER is offering a Seller's Concession at closing as a credit toward a buyer's closing costs.

OWNER INITIAL

If the OWNER authorizes LISTING BROKER to advertise that OWNER is offering a Seller's Concession at closing as a credit toward a buyer's closing costs, OWNER also authorizes LISTING BROKER to advertise that OWNER is offering a Seller's Concession in the whole amount of \$_____.

OWNER INITIAL

7.POTENTIAL FOR DUAL AGENCY. In certain circumstances, Dual Agency may occur. This happens when a Buyer of real property is also represented by the LISTING BROKER , or by a licensee in the LISTING BROKER’s firm, who is representing the Seller. In such cases, the LISTING BROKER shall disclose the Dual Agency situation to OWNER. At the time of this disclosure, OWNER can consent to Dual Agency by executing the New York State Agency Disclosure Form which defines the concept of Disclosed Dual Agency, or Buyer and LISTING BROKER will dissolve their relationship. If the OWNER does consent to Dual Agency at the time of disclosure, the LISTING BROKER may collect professional services fees from the Buyer or other parties for professional services LISTING BROKER provides to Buyer, and such compensation will be disclosed to OWNER.

The parties acknowledge that the OWNER has been presented with a New York State Agency Disclosure Form which defines the concept of Disclosed Dual Agency.

8.MARKETING. 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.

9.AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES.

LISTING BROKER ___ (is) ___ (is not) authorized to place a “For Sale” sign on the PROPERTY. (Check one)

LISTING BROKER ___ (is) ___ (is not) authorized to use a lockbox. (Check one)

OWNER ___ (gives permission) ___ (does not give permission) to the LISTING BROKER to share keys to the PROPERTY with other licensed real estate professionals to show the property. (Check one)

10.RENTAL OF PROPERTY. Should the OWNER desire to rent the property during the period of this agreement, LISTING BROKER is granted the sole and exclusive right to rent the PROPERTY. OWNER agrees to pay LISTING BROKER a rental fee of _____. The rental fee for the lease term is due and payable (check one):

___ upon the execution of the lease

___ upon the date of occupancy.

The rental fee 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 Broker Fee as set forth in this Agreement.

11.USE OF AUDIO RECORDING DEVICES. OWNER is advised that it is in violation of New York State Law to mechanically overhear a conversation by having any device (or devices) recording, streaming, or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential Buyer is viewing the property, the OWNER understands that the LISTING BROKER must disclose the presence of the device. The property (check one) does ___ does not ___ have a device that can mechanically overhear a conversation.

12.ADDITIONAL TERMS

Additional Terms of Agreement, if any:

13. ALL MODIFICATIONS TO BE MADE IN WRITING. 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.

14. MAINTENANCE OF PROPERTY. 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 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. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER, which approval shall not be unreasonably withheld.

15. HOME EQUITY THEFT PROTECTION ACT. OWNER acknowledges that OWNER is aware of the New York Law called Home Equity Theft Prevention Act. 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.

By checking any of the following, Owner represents that ___ (a), ___ (b) and/or ___ (c) above is/are untrue statements and LISTING BROKER must notify OWNER'S attorney prior to the issuance of a sales contract.

In the event that Owner has not checked off (a), (b) or (c) above, and any of the above circumstances change after the Effective Date of this AGREEMENT, OWNER 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.

16. ESCROW AND RECOVERY OF FEES

(a) Escrow. If, for any reason, LISTING BROKER is not paid the Broker Fee 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 the escrow account an amount equal to the Broker Fee. The escrow monies shall be paid by OWNER to the 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 this law may require the deposit of the Broker Fee 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 LISTING BROKER'S COMPENSATION WITH THE COUNTY CLERK IN THE EVENT THAT OWNER DOES NOT PAY THE LISTING BROKER THEIR COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE LISTING BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE LISTING BROKER.

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

18.PROPERTY CONDITION DISCLOSURE. 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. OWNER should seek the advice of their attorney regarding the filling out and exchange of the Property Condition Disclosure Statement or any questions as to OWNER's obligations under the law.

19.COPYRIGHT NOTICE. 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 possesses 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 is 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.

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.

20.PENDING CONTRACT PRICE. OWNER hereby authorizes LISTING BROKER to provide OneKey® MLS with the pending contract price for their property at the time when the subject property status is marked "Pending" on OneKey® MLS for the sole purpose of aggregating this information with similar data for statistical purposes only. Individual pending contract data shall not be accessible by OneKey® MLS Participants, Subscribers or consumers and only aggregated data reports shall be made available. No individual pending contact data shall be shared, sold or distributed to any person or source.

21.ACKNOWLEDGEMENT. OWNER has read and understands this AGREEMENT and acknowledges receipt of a copy of it. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE 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 AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this 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 AGREEMENT. As used in this 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 AGREEMENT must be done in writing and automatic renewals are specifically prohibited under New York Law. Any change to the 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.

22.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.

23.DISPUTE RESOLUTION. The Parties agree that any dispute concerning the terms and conditions of this AGREEMENT that cannot be reasonably resolved between them can be submitted to voluntary mediation proceedings conducted in accordance with the rules of the local REALTOR® association in which the PROPERTY is located. Mediation fees and costs, if any, shall be divided equally among the parties involved.

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.

24. 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) _____

Date: _____

LISTING AGENT _____

Date: _____

The “EFFECTIVE DATE” of this Agreement shall be latest date entered alongside the parties’ signatures





CONFIRMATION OF SELLER'S AGREEMENT TO PAY BUYER'S BROKER

NOTE: This is a Seller's agreement to pay the Buyer's Broker with respect to the Subject Property listed below.

SUBJECT PROPERTY: _____

SELLER: _____

LISTING BROKER: _____

BUYER: _____

BUYER'S BROKER: _____

1. SELLER UNDERSTANDS AND ACKNOWLEDGES THAT BROKER COMPENSATION IS NOT SET BY LAW OR ANY REALTOR® ASSOCIATION OR ONEKEY MLS AND IS FULLY NEGOTIABLE.

2. Buyer has entered into a Buyer Representation Agreement wherein Buyer has agreed to pay Buyer's Broker a fee.

3. Seller agrees to pay to Buyer's Broker an amount equal to _____% of the sales price or \$ _____ for the sale of the above-described subject property (the "Buyer Broker Payment"), which shall be payable upon closing of the Subject Property.

4. Buyer's Broker acknowledges that the Buyer Broker Payment being paid to Buyer's Broker does not exceed the fee set forth in the Buyer Representation Agreement.

5. Buyer and Seller agree that Seller's payment of the Buyer Broker Payment is a material term of the purchase agreement between the Parties and they commit to instruct their attorneys to include the Seller's agreement to pay the Buyer Broker Payment as part of their purchase agreement.

6. The Parties agree that any dispute concerning the terms and conditions of this Agreement that cannot be reasonably resolved between them can voluntarily be submitted to mediation proceedings conducted in accordance with the rules of the local Realtor® association in which the Subject Property is located. Mediation fees and costs, if any, shall be divided equally among the parties involved.

The Seller, Buyer and Buyer's Broker, intending to be legally bound, hereby sign this Agreement.

Seller: _____

Date _____

Buyer: _____

Date _____

Buyer's Broker:

By: _____ Broker/Agent

Date _____

Acknowledgment of Receipt (Optional)

Listing Broker:

By: _____ Broker/Agent

Date _____





New York State
DEPARTMENT OF STATE
Division of Licensing Services
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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 Realty Executives Today (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- | | |
|---|--|
| <input type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input type="checkbox"/> Seller's agent | <input type="checkbox"/> Buyer's agent |
| <input type="checkbox"/> Broker's agent | <input type="checkbox"/> Broker's agent |
| <input type="checkbox"/> Dual agent | |
| <input type="checkbox"/> Dual agent with designated sales agent | |

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ 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: _____





REALTY EXECUTIVES Today

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: _____