

WWW.WINMORRISONREALTY.COM

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Kingston, NY 12401  
845-339-1144  
Fax 845-339-6877

56 John Street  
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845-339-9999  
Fax 845-338-2444

5 Tinker Street  
Woodstock, NY 12498  
845-679-9444  
Fax 845-679-2006

76 Main Street  
Phoenicia, NY 12464  
845-657-4240  
Fax 845-688-5217

77 Maple Ave  
Catskill, NY 12414  
518-800-9999  
518-245-6204

## OPEN LISTING REALTY AGREEMENT

1. This agreement signed on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Owner) and Win Morrison Realty who agrees as follows:
2. **Listing term:** Owner lists the property described in Paragraph 3, with the Real Estate Broker for a period of \_\_\_\_\_, from date hereof.
3. **Description of Property:** The property listed is located at:  
\_\_\_\_\_
4. Name(s) of Potential Buyer(s) being registered with Seller: \_\_\_\_\_
5. **Commission:** The owner agrees to pay the Real Estate Broker a commission of \_\_\_\_\_% of the sale price should the Broker find a purchaser ready, willing, and able to pay at least \$ \_\_\_\_\_ for the property or such other sum as may be accepted by the Owner. Said Commissions are payable upon closing.
6. **Non-Exclusive:** The Owner retains the right to sell the property directly on his or her own behalf with no sales commission to broker, so long as the Broker did not find the purchaser. The Owner further has the right to list the property with other Brokers. If a sale is made within \_\_\_\_\_ months after this agreement terminates to parties found by the Real Estate Agent during the term of this agreement, and wherein the buyer has been disclosed to the Owner, the Owner shall pay the commission specified above.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

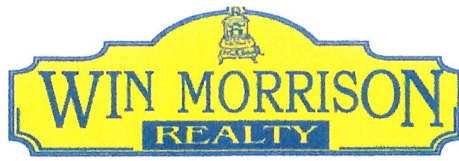
\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Date



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OFFER TO PURCHASE

DATE: \_\_\_\_\_

This is a legally binding document. If not understood, please consult an attorney.

PURCHASER: \_\_\_\_\_

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

SELLER: \_\_\_\_\_

Home Address: \_\_\_\_\_

Property Address: \_\_\_\_\_

MLS#: \_\_\_\_\_ SBL: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Liber: \_\_\_\_\_ Page: \_\_\_\_\_

\$ \_\_\_\_\_ NET PURCHASE PRICE [Plus Sellers Concession of \_\_\_\_\_ % Total \_\_\_\_\_]

OPTIONAL DEPOSIT: A deposit may make your offer appear stronger. If you wish to place a deposit, within 3 days, to be held in your attorney's escrow, specify the amount \_\_\_\_\_.

\$ \_\_\_\_\_ Additional deposit on signing of formal contract on or about \_\_\_\_\_.

\$ \_\_\_\_\_ Maximum Mortgage to be secured at the prevailing rate for \_\_\_\_\_ years.

\$ \_\_\_\_\_ Balance due from buyer at closing of title on or about \_\_\_\_\_.

SUBJECT TO THE FOLLOWING TERMS & CONDITIONS ON ACCEPTANCE OF THIS OFFER:

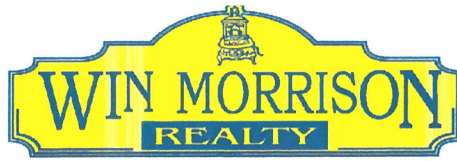
- 1. Seller shall provide clear and marketable title.
2. Purchaser shall make any and all inspections deemed necessary within fourteen (14) days of acceptance of this binder. All inspections to be paid by the purchaser.
3. Subject to attorney approval or rescission within 3 business days.
4. Subject to buyer obtaining mortgage approval. Application to be submitted within 10 business days of acceptance.
5. \_\_\_\_\_

NON-REAL ESTATE ITEMS INCLUDED IN THIS SALE: \_\_\_\_\_

The seller of said property recognizing Win Morrison Realty and \_\_\_\_\_, Licensed N.Y.S. Real Estate Brokers as the brokers negotiating this agreement.

TERMS ACCEPTED:

Table with 4 columns: Purchaser, Date, Seller, Date. Rows for Purchaser, Seller, Attorney for Purchaser/Seller, Email, Fax #, Purchasers Agent, Sellers Agent, Agent NYS License #.



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**CONDITIONAL RELEASE FORM**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

Relying on your representation that you have decided to withdraw your property from the market, \_\_\_\_\_ hereby release you from the Exclusive Agreement you signed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; which also granted permission to place your property with the Multiple Listing Service of Ulster County, Inc.

It is expressly understood and agreed, however, that this release shall be void should you decide to sell you property within \_\_\_\_\_ months of the date of this release. Should you decide to sell this property within this period, you agree to grant our office this sole exclusive right to return your property to the market and to the Multiple Listing Service, Inc. for a minimum period of four months.

\_\_\_\_\_  
Seller's Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

DATE: \_\_\_\_\_



AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE

For property commonly known as: \_\_\_\_\_

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

It is the policy of this state and this community to conserve protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.

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

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

Initial the following:

\_\_\_\_\_ The aforementioned property IS located in an agricultural district.

\_\_\_\_\_ The aforementioned property IS NOT located in an agricultural district.

I have received and read this disclosure notice.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

**DECLARATION PURSUANT TO  
19 NYCRR 175.28 PERTAINING TO THE  
NEW YORK STATE HOUSING DISCRIMINATION DISCLOSURE FORM**

\_\_\_\_\_ (name), being duly sworn, deposes and says:

1. I am the principal broker/associate broker/licensed salesperson affiliated with \_\_\_\_\_ (name of agency).

2. I make this Declaration in compliance with 19 NYCRR 175.28 pertaining to the New York State Housing Discrimination Disclosure Form.

3. On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, I presented to \_\_\_\_\_ (name of buyer/seller/landlord or tenant) the New York State Housing Discrimination Disclosure Form which is attached to this statement.

4. The above named buyer/seller/landlord/tenant refused to execute an acknowledgment to the receipt of this disclosure form despite my request that it be executed.

\_\_\_\_\_  
(Name)

**NEW YORK STATE SPRINKLER DISCLOSURE RIDER TO RESIDENTIAL LEASE**

Pursuant to and in accordance with New York State Real Property Law, Article 7, Section 231-a

Tenant(s):

Address of premises being leased:

Unit/Apartment number:

Date of lease:

SELECT ONE

There is presently NO maintained and operative sprinkler system in the leased premises.

There IS presently a maintained and operative sprinkler system in the leased premises.

The system was last maintained and inspected on \_\_\_\_/\_\_\_\_/\_\_\_\_.

I, the undersigned Tenant under the above-captioned residential lease understand that this rider is being presented to me pursuant to and in accordance with the requirements of New York State Real Property Law, Article 7, Section 231-a, which has become a requirement of law as of December 3, 2014. I acknowledge its receipt herein.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date

*NOTE: This rider is in compliance with the requirements of New York State Real Property Law, Article 7, Section 231-a, which has become a requirement of law as of December 3, 2014, and which requires all residential leases to contain a conspicuous statement on the existence or lack thereof of a maintained and operative sprinkler system in the leased premises. A "Sprinkler system" shall mean: "a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread." N. Y. Executive Law, Article 6-C Section 155-A.*





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### Certificate of Occupancy Disclosure

Any lease entered into after November 27, 2017 must include conspicuous notice in bold face type as to whether a Certificate of Occupancy (C of O) is currently valid for the dwelling unit. Instead of placing the notice in the lease agreement, the landlord can provide the tenant with a copy of the most recent C of O which shall be deemed to have complied with the requirements of the statute. The tenant cannot waive the receipt of this notification and any waiver contained in the lease will be considered void and unenforceable.

The landlord’s agent has an obligation to provide the tenant with the information of the legal occupancy of the building so long as it is existing. If a C of O exists and can be readily obtained, then the landlord’s agent should provide it to the tenant. If it does not exist or is not readily available, the landlord must provide the agent with email notification of the legal occupancy and whether a C of O exists.

If a C of O does not exist because it predates the requirement of obtaining one, the agent must verify the legal occupancy of the building and provide that information to the tenant.

This law applies to all commercial and/or residential units containing one to three residential units.

By signing this form all parties agree that they understand and will comply with this Law and it will become part of the permanent file to be held at the listing office.

Location of the rental: \_\_\_\_\_

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

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

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

\_\_\_ Certificate of Occupancy is attached



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New York State Governor Andrew Cuomo signed a new piece of legislation into law in December 2017 to curb illegal conversions in buildings with **three or fewer dwelling units**. Rather than sending out inspectors, the new law requires landlords to provide tenants with “conspicuous notice” in “bold face type” that affirms that there is a valid certificate of occupancy for the building and that the dwelling unit covered by the lease is legal. Providing the tenant with a copy of the building’s certificate of occupancy is considered fully complying with this law. You can find your building’s certificate of by contacting your local Building Department.

*The law makes no mention of any penalty should a landlord fail to comply.*

Buildings that pre-date building codes may not be provided with a Certificate of Occupancy, unless you have applied for building permits after your local building code was adopted.

*Section 1. The real property law is amended by adding a new section 235-bb to read as follows:*

*§235-bb. Certificates of occupancy; required disclosure to tenant. 1. Prior to executing a residential lease or rental agreement with a tenant, the owner of real property consisting of three or fewer rental units shall provide conspicuous notice in bold face type as to whether a certificate of occupancy, if such certificate is required by law, is currently valid for the dwelling unit subject to the lease or rental agreement. Owners who provide the tenant with an actual copy of the valid certificate of occupancy shall be deemed to have complied with the requirements of this subdivision.*

*2. Any agreement by a lessee or tenant of premises for dwelling purposes waiving or modifying his or her rights as set forth in this section shall be void as contrary to public policy.*

**It is the Landlord/Building owner’s responsibility to provide the Certificate of Occupancy and if this is not provided the tenant may by right claim the premises is unfit and not legally available for rental and may be entitled to a full return of all rental payments and any legal remedies allowed.**

**If you provide us with a copy of your Certificate of Occupancy, we will provide a copy of the same to your tenant upon signing of any lease agreement.**

Please acknowledge below that we have provided you with this notice and advised you of your responsibilities.

Location of rental: \_\_\_\_\_

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

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

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

- Certificate of Occupancy is attached
- Certificate of Occupancy is not available; pre-dates building code
- Landlord refuses to provide Certificate of Occupancy
- Law does not apply; building has more than 3 dwelling units



# MULTIPLE OFFER PROCEEDURE FORM

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

Property Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Offeror Name(s): \_\_\_\_\_

Selling Agent & Broker: \_\_\_\_\_

Dear Offeror:

We are involved in a multiple offer situation on the above referenced property. ALL OFFERS will be considered subject to the following:

1. All offers must be *in writing* – no verbal offers will be accepted.
2. The Listing Agent must receive your written “best” offer no later than \_\_\_\_ (time) on \_\_\_\_ (date). Delivery of each offer may be via a facsimile to:

Listing Agent & Broker: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

3. The Listing Agent will submit all offers to Seller(s) via Seller’s on-line system, at close of multiple offer periods.
4. The following terms and conditions shall be applicable to you and to any offer you wish to submit:
  - a) Seller shall have sole and absolute discretion to accept or reject any offer received. Seller is not required to accept any particular offer, regardless of its terms, and has the absolute right and discretion to reject all offers.
  - b) Subsequent to receipt of offers, Seller shall have the absolute right to deal with any Broker and/or one or more offerors to further negotiate the terms and conditions of offer. In so doing, Seller shall have no obligation to negotiate or communicate with each and every other offeror, or with any offeror.
  - c) Under no circumstances shall verbal communications between an Offeror and Seller or any agent or Broker constitute or create an obligation on the part of Seller to sell a property to anyone under any terms.
  - d) The acceptance of any offer shall be conditioned upon the subsequent execution by the Offeror and Seller of a written contract of sale, including all required addenda and setting forth terms and conditions satisfactory to the Seller. The Seller shall have no obligation to sell the property unless and until such written contract is fully executed.
5. In the event an accepted offer does not result in a closed escrow, Seller reserves the right to re-open negotiations with any offeror and/or Seller may request Listing Agent to solicit new offers.

Please sign below to acknowledge your understanding and acceptance of these terms and procedures and return this form to the Listing Broker no later than the time designated for the transmittal of offers. Failure to transmit such acceptance may prevent your offer from being considered.

## ACKNOWLEDGED AND AGREED

\_\_\_\_\_  
(Offeror)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Offeror)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Selling/Buyers Agent)

\_\_\_\_\_  
Date



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Fax 845-679-0491

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### **Exclusive Right to Represent Buyer Agreement**

This is a legally binding document, if not understood, consult legal advice before signing.

- 1. Exclusive Right:** Buyer(s) \_\_\_\_\_ appoints Win Morrison Realty as buyer's exclusive agent for the purpose of assisting Buyer to find and acquire an interest in suitable real property acceptable to Buyer.
- 2. Terms of this agreement:** This agreement shall begin on \_\_\_\_\_ and expire at midnight on \_\_\_\_\_.
- 3. Broker's Duties:** Broker agrees to diligently search for property suitable for buyer and to negotiate on the buyer's behalf term and condition acceptable to the buyer, and to act in the Buyer's best interest regarding purchase, lease and/or exchange of real property.
- 4. Broker's Compensation:** Broker agrees to attempt to get compensation from the seller in the amount of \_\_\_\_\_ or \_\_\_\_\_% of the purchase price. If the broker cannot obtain the full compensation from the seller, the buyer's obligation will be to contribute to that amount to provide above mentioned compensation.
- 5. Buyer's Duties:** The buyer agrees that if any property shown or introduced by Win Morrison Realty during the term of this agreement is purchase, that Win Morrison Realty will be considered "procuring cause" of the transaction and will be due broker's compensation outlined in paragraph 4. Buyer also agrees to work exclusively with Broker and not with other real estate brokers, salespersons or owners, with respect to viewing properties and agrees to refer to Broker all inquiries in any form from any other real estate broker, salesperson, prospective seller or any other source and conduct in good faith all negotiations for property, exclusively through Broker.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Street City/State Zip

\_\_\_\_\_  
Authorized Agent Date

\_\_\_\_\_  
Broker Date

# Property Condition Disclosure Statement

Name of Seller or Sellers: \_\_\_\_\_

Property Address: \_\_\_\_\_

## General Instructions:

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

## Purpose of Statement:

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

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the duty prescribed in this article to deliver a Disclosure Statement prior to the signing by the buyer of a binding contract of sale, the buyer shall receive upon the transfer of title a credit of \$500 against the agreed upon purchase price of the residential real property.

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

## Instructions to the Seller:

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

## Seller's Statement:

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

## GENERAL INFORMATION

- How long have you owned the property? .....
- How long have you occupied the property? .....
- What is the age of the structure or structures? .....  
*Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint..*
- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? .....  Yes  No  Unkn  NA
- Does anybody else claim to own any part of your property? *If Yes, explain below* .....  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

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

## ENVIRONMENTAL

### Note to Seller:

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

### Note to Buyer:

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

10. Is any or all of the property located in a designated floodplain? *If Yes, explain below* .....  Yes  No  Unkn  NA
11. Is any or all of the property located in a designated wetland? *If Yes, explain below* .....  Yes  No  Unkn  NA
12. Is the property located in an agricultural district? *If Yes, explain below* .....  Yes  No  Unkn  NA
13. Was the property ever the site of a landfill? *If Yes, explain below* .....  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

14. Are there or have there ever been fuel storage tanks above or below the ground on the property? .....  Yes  No  Unkn  NA
- If Yes, are they currently in use? .....  Yes  No  Unkn  NA
  - Location(s) \_\_\_\_\_
  - Are they leaking or have they ever leaked? *If Yes, explain below* .....  Yes  No  Unkn  NA
15. Is there asbestos in the structure? *If Yes, state location or locations below* .....  Yes  No  Unkn  NA
16. Is lead plumbing present? *If Yes, state location or locations below* .....  Yes  No  Unkn  NA
17. Has a radon test been done? *If Yes, attach a copy of the report* .....  Yes  No  Unkn  NA
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If Yes, describe below* .....  Yes  No  Unkn  NA
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If Yes, attach report(s)* .....  Yes  No  Unkn  NA

## STRUCTURAL

20. Is there any rot or water damage to the structure or structures? *If Yes, explain below* .....  Yes  No  Unkn  NA
21. Is there any fire or smoke damage to the structure or structures? *If Yes, explain below* .....  Yes  No  Unkn  NA
22. Is there any termite, insect, rodent or pest infestation or damage? *If Yes, explain below* ...  Yes  No  Unkn  NA
23. Has the property been tested for termite, insect, rodent or pest infestation or damage? *If Yes, please attach report(s)* .....  Yes  No  Unkn  NA
24. What is the type of roof/roof covering (slate, asphalt, other)? .....
- Any known material defects? .....
  - How old is the roof? .....



# Property Condition Disclosure Statement

• Is there a transferable warrantee on the roof in effect now? *If Yes, explain below* . . . . .  Yes  No  Unkn  NA

25. Are there any know material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If Yes, explain below* . . . . .  Yes  No  Unkn  NA

## MECHANICAL SYSTEMS AND SERVICES

26. What is the water source? (*Circle all that apply*) . . . . . well, private, municipal, other: \_\_\_\_\_

• If municipal, is it metered? . . . . .  Yes  No  Unkn  NA

27. Has the water quality and/or flow rate been tested? *If Yes, describe below* . . . . .  Yes  No  Unkn  NA

28. What is the type of sewage system? (*Circle all that apply*) . . . . . public sewer, private sewer, septic, cesspool

- If septic or cesspool, age? . . . . . \_\_\_\_\_
- Date last pumped? . . . . . \_\_\_\_\_
- Frequency of pumping? . . . . . \_\_\_\_\_
- Any known material defects? *If Yes, explain below* . . . . .  Yes  No  Unkn  NA

29. Who is your electrical service provider? . . . . . \_\_\_\_\_

- What is the amperage? . . . . . \_\_\_\_\_
- Does it have circuit breakers or fuses? . . . . . \_\_\_\_\_
- Private or public poles? . . . . . \_\_\_\_\_
- Any known material defects? *If yes, explain below* . . . . .  Yes  No  Unkn  NA

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If Yes, state locations and explain below* . . . . .  Yes  No  Unkn  NA

31. Does the basement have seepage that results in standing water? *If Yes, explain below* . . . . .  Yes  No  Unkn  NA

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

32. Plumbing system? . . . . .  Yes  No  Unkn  NA

33. Security system? . . . . .  Yes  No  Unkn  NA

34. Carbon monoxide detector? . . . . .  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

- 35. Smoke detector?  Yes  No  Unkn  NA
- 36. Fire sprinkler system?  Yes  No  Unkn  NA
- 37. Sump pump?  Yes  No  Unkn  NA
- 38. Foundation/slab?  Yes  No  Unkn  NA
- 39. Interior walls/ccilings?  Yes  No  Unkn  NA
- 40. Exterior walls or siding?  Yes  No  Unkn  NA
- 41. Floors?  Yes  No  Unkn  NA
- 42. Chimney/fireplace or stove?  Yes  No  Unkn  NA
- 43. Patio/deck?  Yes  No  Unkn  NA
- 44. Driveway?  Yes  No  Unkn  NA
- 45. Air conditioner?  Yes  No  Unkn  NA
- 46. Heating system?  Yes  No  Unkn  NA
- 47. Hot water heater?  Yes  No  Unkn  NA

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48. The property is located in the following school district \_\_\_\_\_  Unkn

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

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

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# Property Condition Disclosure Statement

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## **Seller's Certification:**

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

*Seller's Signature*

**X** \_\_\_\_\_

*Date* \_\_\_\_\_

*Seller's Signature*

**X** \_\_\_\_\_

*Date* \_\_\_\_\_

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## **Buyer's Acknowledgment:**

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

*Buyer's Signature*

**X** \_\_\_\_\_

*Date* \_\_\_\_\_

*Buyer's Signature*

**X** \_\_\_\_\_

*Date* \_\_\_\_\_