

SELLER'S PROPERTY CONDITION DISCLOSURE

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

This paragraph should be pointed out to **every potential buyer** with whom a Real Estate agent is working.

COMPLETE THIS SECTION ONLY!

SELLER NAME _____ ("Seller")
 PROPERTY ADDRESS _____ ("Property")
 LISTING BROKERAGE _____ ("Company")

NOTICE FROM COMPANY

Buyer and Seller are advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer or Seller with professional advice regarding the physical condition of any property or regarding legal or tax matters. **The Company and its agents strongly recommend that in connection with any offer to acquire the Property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the Property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY,** including, but not limited to, legal uses of the Property, the condition of any appliances, heating/cooling equipment and systems, plumbing and electrical fixtures and equipment, moisture or other problems in the roof or foundation, sewer problems, the availability and location of utilities, the exact square footage or acreage of the Property, or the location of property lines.

INSTRUCTIONS TO SELLER

SELLER IS OBLIGATED UNDER LAW TO DISCLOSE TO BUYERS DEFECTS IN THE PROPERTY AND FACTS KNOWN TO SELLER THAT MATERIALLY AND ADVERSELY AFFECT THE USE AND VALUE OF THE PROPERTY THAT CANNOT BE DISCOVERED BY A REASONABLE INSPECTION BY AN ORDINARY PRUDENT BUYER. This disclosure form is designed to assist Seller in complying with these disclosure requirements. Please thoroughly disclose your actual knowledge regarding the condition of the Property. The Company, other real estate agents, and buyers will rely on this disclosure form.

- Complete the remainder of this form.
- Please be specific when describing any past or present problems, malfunctions or defects (location, nature of problem, etc.). Use an additional addendum if necessary.
- If a question does not apply to your Property, WRITE "N/A" NEXT TO THE QUESTION.

1. OCCUPANCY

Does Seller currently occupy the Property? If "No", when did you last occupy the Property? [] Yes [] No
 _____ (Approx. Date);
 [] Seller has never occupied the Property

2. USE OF PROPERTY

- A. Are you aware of any past or present non-conforming or illegal uses of the Property (such as renting the Property in violation of local zoning laws, or renting the Property without a business license where such license is required)? If "Yes", please describe, to your knowledge, the nature of any such non-conforming or illegal use(s): [] Yes [] No

- B. Are you aware of any existing or threatened legal action affecting the Property? If "Yes", please describe, to your knowledge, the nature of any such legal action: [] Yes [] No

- C. Are you aware of any past or present violations of any local, state, or federal law or regulation, or of any restrictive covenants relating to the Property? If "Yes", please describe, to your knowledge, the nature of any such violations: [] Yes [] No

- D. To your knowledge, is any portion of the Property presently assessed, for property tax purposes, as "Greenbelt"? [] Yes [] No