

GOVERNMENT FINANCING ADDENDUM # \_\_\_\_\_

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

BUYER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

PLEASE PRINT

1. TYPE OF LOAN: This Contract is contingent upon BUYER obtaining an ( )FHA ( )DVA ( )\_\_\_\_\_ loan in the principal amount of \$\_\_\_\_\_ plus financed mortgage insurance premiums or DVA funding fee, if any, according to the provisions described in this addendum. Said loan shall be secured by a mortgage/deed of trust or as otherwise required by lender.

2. PAYMENT TERMS: The principal balance will be amortized over \_\_\_\_\_ years bearing interest at an initial rate not to exceed \_\_\_\_\_% per annum and shall be repayable in monthly installments unless otherwise provided for herein.

3. LOAN APPLICATION: BUYER shall complete a written loan application and pay the required fees, (credit report, appraisal, etc.) within \_\_\_\_\_ calendar days (SEVEN DAYS IF LEFT BLANK) after the Effective Date of this Contract.

4. LOAN APPROVAL: In the event BUYER after good faith effort is unable to obtain a commitment for the mortgage loan described above within \_\_\_\_\_ days from the date of this Contract, the Earnest Money less unpaid charges incurred by Broker on BUYER'S behalf, shall be refunded to BUYER, subject however to the other provisions of this Contract relating to Earnest Money.

5. LOAN COSTS: BUYER agrees to pay all costs necessary to obtain the loan, unless otherwise agreed as follows: (APPLICABLE SECTIONS MUST BE CHECKED AND COMPLETED)

- ( ) Origination Fee not to exceed \_\_\_\_\_% of the loan amount shall be paid by \_\_\_\_\_.
- ( ) Discount Fee not to exceed \_\_\_\_\_% of the loan amount shall be paid by \_\_\_\_\_.
- ( ) Mortgage Insurance Premiums (MIP) required by the lender shall be paid as follows: MIP not to exceed \_\_\_\_\_% of the loan ( )shall be paid at the time of closing by the \_\_\_\_\_ or ( ) shall be financed as a part of the loan. In addition to the initial MIP, BUYER agrees to pay monthly MIP, if any required by lender.
- ( ) OTHER SELLER PAID COSTS: In addition to costs specified above, SELLER agrees to pay BUYER's other allowable closing costs and/or prepaid expenses not to exceed \$\_\_\_\_\_. (ZERO IF LEFT BLANK)

6. FHA LOAN PROVISIONS:

- ( ) An Up-Front Mortgage Insurance Premium (UFMIP) not to exceed \_\_\_\_\_% of the loan amount shall be financed as a part of the loan unless otherwise provided for herein. In addition to the UFMIP, BUYER agrees to pay a Monthly Mortgage Insurance Premium equal to \_\_\_\_\_% of the loan prior to the addition of the UFMIP.
- ( ) SELLER shall, in addition to any other sums provided for herein, pay all costs associated with obtaining the BUYER's loan which the FHA will not permit the BUYER to pay provided said costs do not exceed \$\_\_\_\_\_. (AMOUNT MUST BE ENTERED)

FHA: It is expressly agreed that notwithstanding any other provisions of this Contract, the purchaser (BUYER) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than the purchase price stated in this Contract. The purchaser shall have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

7. DVA LOAN PROVISIONS:

- ( ) A Funding Fee equal to \_\_\_\_\_% of the loan amount shall be ( ) financed as a part of the BUYER's loan or ( )paid at the time of closing by the \_\_\_\_\_.
- ( ) SELLER shall, in addition to any other sums provided for herein, pay all costs associated with obtaining the BUYER's loan which the DVA will not permit the BUYER to pay, (including pest inspections) provided, said costs do not exceed \$\_\_\_\_\_. (AMOUNT MUST BE ENTERED)

VA: It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (BUYER) shall not incur any penalty by forfeiture of earnest money or otherwise, or be obligated to complete the purchase of the Property described herein, if the Contract purchase price exceeds the reasonable value of the Property established by the Department of Veterans Affairs (DVA). The purchaser shall, however, have the option of proceeding with consummation of this Contract without regard to the amounts of reasonable value established by the Department of Veterans Affairs.

8. APPRAISAL REQUIREMENTS: In addition to any sums to be paid by SELLER pursuant to this Contract, SELLER agrees to pay an amount not to exceed \$\_\_\_\_\_ (ZERO IF LEFT BLANK) for requirements of the lender necessitated by the appraisal.

9. ADDITIONAL TERMS AND CONDITIONS: \_\_\_\_\_

If property was built prior to 1978, BUYER acknowledges receiving, reading and signing the U.S. Department of Housing & Urban Development's notice regarding lead-based paint.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS FINANCING ADDENDUM BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

# LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT

## 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 buyer 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 records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.**

## BUYER'S ACKNOWLEDGMENT (initial)

\_\_\_\_\_ (c) BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE.

\_\_\_\_\_ (d) BUYER HAS RECEIVED THE PAMPHLET "*Protect Your Family From Lead In Your Home*".

\_\_\_\_\_ (e) BUYER HAS (check one below):

**Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of 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 (if applicable)

\_\_\_\_\_ (f) AGENT HAS INFORMED THE SELLER OF THE SELLER'S OBLIGATIONS UNDER 42 U.S.C. 4852d 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

\_\_\_\_\_  
BUYER Date

\_\_\_\_\_  
SELLER Date

\_\_\_\_\_  
BUYER Date

\_\_\_\_\_  
AGENT

\_\_\_\_\_  
AGENT

**SELLER'S DISCLOSURE AND  
CONDITION OF PROPERTY ADDENDUM  
(Residential)**

1 **SELLER:** \_\_\_\_\_

2 **PROPERTY:** \_\_\_\_\_

3

4 **1. NOTICE TO SELLER.**

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if  
6 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material  
7 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability  
8 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to  
9 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

10

11 **2. NOTICE TO BUYER.**

12 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute  
13 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a  
14 warranty or representation by the Broker(s) or their licensees.

15

16 **3. OCCUPANCY.**

17 Approximate age of Property? \_\_\_\_\_ How long have you owned? \_\_\_\_\_  
18 Does SELLER currently occupy the Property? ..... Yes  No   
19 If "No", how long has it been since SELLER occupied the Property? \_\_\_\_\_ years/months

20

21 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**  
22 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**

- 23 a. Any fill or expansive soil on the Property? ..... Yes  No   
24 b. Any sliding, settling, earth movement, upheaval or earth stability problems  
25 on the Property? ..... Yes  No   
26 c. The Property or any portion thereof being located in a flood zone, wetlands  
27 area or **proposed** to be located in such as designated by FEMA which  
28 requires flood insurance? ..... Yes  No   
29 d. Any drainage or flood problems on the Property or adjacent properties? ..... Yes  No   
30 e. Any flood insurance premiums that you pay? ..... Yes  No   
31 f. Any need for flood insurance on the Property? ..... Yes  No   
32 g. Any boundaries of the Property being marked in any way? ..... Yes  No   
33 h. The Property having had a stake survey? ..... Yes  No   
34 i. Any encroachments, boundary line disputes, or non-utility easements  
35 affecting the Property? ..... Yes  No   
36 j. Any fencing on the Property? ..... Yes  No   
37 If "Yes", does fencing belong to the Property? ..... N/A  Yes  No   
38 k. Any diseased, dead, or damaged trees or shrubs on the Property? ..... Yes  No   
39 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? ..... Yes  No   
40 m. Any oil/gas leases, mineral, or water rights tied to the Property? ..... Yes  No

41

42 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and**  
43 **other documentation:** \_\_\_\_\_

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**5. ROOF.**

- a. Approximate Age: \_\_\_\_\_ years  Unknown Type: \_\_\_\_\_
- b. Have there been any problems with the roof, flashing or rain gutters? ..... Yes  No   
If "Yes", what was the date of the occurrence? \_\_\_\_\_
- c. Have there been any repairs to the roof, flashing or rain gutters? ..... Yes  No   
Date of and company performing such repairs \_\_\_\_\_/\_\_\_\_\_
- d. Has there been any roof replacement? ..... Yes  No   
If "Yes", was it:  Complete or  Partial
- e. What is the number of layers currently in place? \_\_\_\_\_ layers or  Unknown.

**If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**6. INFESTATION. ARE YOU AWARE OF:**

- a. Any termites, wood destroying insects, or **other** pests on the Property? ..... Yes  No
  - b. Any damage to the Property by termites, wood destroying insects or **other** pests? ..... Yes  No
  - c. Any termite, wood destroying insects or **other** pest control treatments on the Property in the last five (5) years? ..... Yes  No   
If "Yes", list company, **when and where** treated \_\_\_\_\_
  - d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? ..... Yes  No   
If "Yes", the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the service contract is \_\_\_\_\_.
- (Check one)**  The treatment system stays with the Property or  the treatment system is subject to removal by the treatment company if annual service fee is not paid.

**If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**7. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS. ARE YOU AWARE OF:**

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? ..... Yes  No
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ..... Yes  No
- c. Any corrective action taken including, but not limited to piercing or bracing? ..... Yes  No
- d. Any water leakage or dampness in the house, crawl space or basement? ..... Yes  No
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes  No
- f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes  No
- g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? ..... Yes  No   
Date of any repairs, inspection(s) or cleaning? \_\_\_\_\_  
Date of last use? \_\_\_\_\_
- h. Does the Property have a sump pump? ..... Yes  No   
If "Yes", location: \_\_\_\_\_
- i. Any repairs or other attempts to control the cause or effect of any problem described above? .. Yes  No

**If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:** \_\_\_\_\_

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**8. ADDITIONS AND/OR REMODELING.**

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? ..... Yes  No   
If "Yes", explain in detail: \_\_\_\_\_
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? .....N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_

**9. PLUMBING RELATED ITEMS.**

- a. What is the drinking water source?  Public  Private  Well  Cistern  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_  
diameter \_\_\_\_\_ age \_\_\_\_\_
- b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? \_\_\_\_\_
- c. Is there a water softener on the Property? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- d. Is there a water purifier system? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- e. What type of sewage system serves the Property?  Public Sewer  Private Sewer  
 Septic System  Cesspool  Lagoon  Other \_\_\_\_\_
- f. The location of the sewer line clean out trap is: \_\_\_\_\_
- g. Is there a sewage pump on the septic system?.....N/A  Yes  No
- h. Is there a grinder pump system? ..... Yes  No
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- j. Is there a sprinkler system? ..... Yes  No   
Does sprinkler system cover full yard and landscaped areas? .....N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_
- k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? ..... Yes  No
- l. Type of plumbing material currently used in the Property:  
 Copper  Galvanized  Other \_\_\_\_\_  
The location of the main water shut-off is: \_\_\_\_\_
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? .....N/A  Yes  No

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation: \_\_\_\_\_  
\_\_\_\_\_  
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- 143 **10. HEATING AND AIR CONDITIONING.**
- 144 a. Does the Property have air conditioning? ..... Yes  No
- 145  Central Electric  Central Gas  Heat Pump  Window Unit(s)
- 146 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 147 1. \_\_\_\_\_
- 148 2. \_\_\_\_\_
- 149 b. Does the Property have heating systems? ..... Yes  No
- 150  Electric  Fuel Oil  Natural Gas  Heat Pump  Propane
- 151  Fuel Tank  Other \_\_\_\_\_
- 152 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 153 1. \_\_\_\_\_
- 154 2. \_\_\_\_\_
- 155 c. Are there rooms without heat or air conditioning? ..... Yes  No
- 156 .....
- 157 If "Yes", which room(s)? \_\_\_\_\_
- 158 d. Does the Property have a water heater? ..... Yes  No
- 159  Electric  Gas  Solar  Tankless
- 160 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
- 161 1. \_\_\_\_\_
- 162 2. \_\_\_\_\_
- 163 e. Are you aware of any problems regarding these items? ..... Yes  No
- 164 If "Yes", explain in detail: \_\_\_\_\_
- 165 \_\_\_\_\_
- 166 \_\_\_\_\_
- 167 \_\_\_\_\_

- 168 **11. ELECTRICAL SYSTEM.**
- 169 a. Type of material used:  Copper  Aluminum  Unknown
- 170 b. Type of electrical panel(s):  Breaker  Fuse
- 171 Location of electrical panel(s): \_\_\_\_\_
- 172 Size of electrical panel (total amps), if known: \_\_\_\_\_
- 173 c. Are you aware of any problem with the electrical system? ..... Yes  No
- 174 If "Yes", explain in detail: \_\_\_\_\_
- 175 \_\_\_\_\_
- 176 \_\_\_\_\_
- 177 \_\_\_\_\_

- 178 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**
- 179 a. Any underground tanks on the Property? ..... Yes  No
- 180 b. Any landfill on the Property? ..... Yes  No
- 181 c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? ..... Yes  No
- 182 d. Any testing for any of the above-listed items on the Property? ..... Yes  No
- 183 e. Any professional testing/mitigation for radon on the Property? ..... Yes  No
- 184 f. Any professional testing/mitigation for mold on the Property? ..... Yes  No
- 185 g. Any other environmental issues? ..... Yes  No
- 186 h. Any methamphetamine or controlled substances ever being
- 187 used or manufactured on the Property? ..... Yes  No
- 188 (In Missouri, a separate disclosure is required if methamphetamine or
- 189 other controlled substances have been present on or in the Property.)

191 If any of the answers in this section are "Yes", explain in detail or attach test results and other

192 documentation: \_\_\_\_\_

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- 196 **13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**  
 197 **a.** Any current/pending bonds, assessments, or special taxes that  
 198 apply to Property? ..... Yes  No   
 199 If "Yes", what is the amount? \$ \_\_\_\_\_  
 200 **b.** Any condition or proposed change in your neighborhood or surrounding  
 201 area or having received any notice of such? ..... Yes  No   
 202 **c.** Any defect, damage, proposed change or problem with any  
 203 common elements or common areas? ..... Yes  No   
 204 **d.** Any condition or claim which may result in any change to assessments or fees? ..... Yes  No   
 205 **e.** Any streets that are privately owned? ..... Yes  No   
 206 **f.** The Property being in a historic, conservation or special review district that  
 207 requires any alterations or improvements to the Property be approved by a  
 208 board or commission? ..... Yes  No   
 209 **g.** The Property being subject to tax abatement? ..... Yes  No   
 210 **h.** The Property being subject to a right of first refusal? ..... Yes  No   
 211 If "Yes", number of days required for notice: \_\_\_\_\_  
 212 **i.** The Property being subject to covenants, conditions, and restrictions of a  
 213 Homeowner's Association or subdivision restrictions? ..... Yes  No   
 214 **j.** Any violations of such covenants and restrictions? ..... N/A  Yes  No   
 215 **k.** The Homeowner's Association imposing its own transfer fee and/or  
 216 initiation fee when the Property is sold? ..... N/A  Yes  No   
 217 If "Yes", what is the amount? \$ \_\_\_\_\_

Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
 payable  yearly  semi-annually  monthly  quarterly, sent to \_\_\_\_\_ and such  
 includes: \_\_\_\_\_

Homeowner's Association/Management Company contact name, phone number, website, or email address:  
 \_\_\_\_\_  
 \_\_\_\_\_

**If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other documentation:** \_\_\_\_\_  
 \_\_\_\_\_

- 231 **14. PREVIOUS INSPECTION REPORTS.**  
 232 Has Property been inspected in the last twelve (12) months? ..... Yes  No   
 233 If "Yes", a copy of inspection report(s) are available upon request.

- 235 **15. OTHER MATTERS. ARE YOU AWARE OF:**  
 236 **a.** Any of the following?  
 237  Party walls  Common areas  Easement Driveways ..... Yes  No   
 238 **b.** Any fire damage to the Property? ..... Yes  No   
 239 **c.** Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes  No   
 240 **d.** Any violations of laws or regulations affecting the Property? ..... Yes  No   
 241 **e.** Any other conditions that may materially affect the value  
 242 or desirability of the Property? ..... Yes  No   
 243 **f.** Any other condition, including but not limited to financial, that may prevent  
 244 you from completing the sale of the Property? ..... Yes  No   
 245 **g.** Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes  No   
 246 **h.** Missing keys for any exterior doors, including garage doors to the Property? ..... Yes  No   
 247 List locks without keys \_\_\_\_\_  
 248 **i.** Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes  No   
 249 **j.** Any unrecorded interests affecting the Property? ..... Yes  No   
 250 **k.** Anything that would interfere with giving clear title to the BUYER? ..... Yes  No

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 SELLER | SELLER Initials Initials BUYER | BUYER



- 251 l. Any existing or threatened legal action pertaining to the Property? ..... Yes  No
- 252 m. Any litigation or settlement pertaining to the Property? ..... Yes  No
- 253 n. Any added insulation since you have owned the Property? ..... Yes  No
- 254 o. Having replaced any appliances that remain with the Property in the
- 255 past five (5) years? ..... Yes  No
- 256 p. Any transferable warranties on the Property or any of it
- 257 components? ..... Yes  No
- 258 q. Having made any insurance or other claims pertaining to the Property
- 259 in the past five (5) years? ..... Yes  No
- 260 If "Yes", were repairs from claim(s) completed?.....N/A  Yes  No
- 261 r. Any use of synthetic stucco on the Property? ..... Yes  No
- 262

263 **If any of the answers in this section are "Yes", explain in detail:** \_\_\_\_\_

264 \_\_\_\_\_

265 \_\_\_\_\_

266 \_\_\_\_\_

267 **16. UTILITIES.** Identify the name and phone number for utilities listed below.

268 Electric Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

269 Gas Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

270 Water Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

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272 **17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

273 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and

274 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for

275 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in

276 Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1

277 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-

278 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and

279 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the

280 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the Property

281 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,

282 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,

283 including, but not limited to:

284

285 Bathroom mirrors	Lighting and light fixtures	Shelving, racks and towel bars
286 Fences	Mounted entertainment brackets	(if attached)
287 Fireplace grates, screens and/or	Other mirrors (if attached)	Storm windows, doors & screens
288 glass doors (if attached)	Plumbing equipment and fixtures	Window blinds, curtains, coverings
289 Floor coverings (if attached)		and mounting components

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 SELLER | SELLER Initials

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290 **Fill in all blanks using one of the abbreviations listed below.**  
 291 **“OS” = Operating and Staying with the Property (any item that is performing its intended function).**  
 292 **“EX” = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable**  
 293 **Condition.**  
 294 **“NA” = Not applicable (any item not present).**  
 295 **“NS” = Not staying with the Property (item should be identified as “NS” below.)**  
 296  
 297

298 \_\_\_ Air Conditioning Window Units, # \_\_\_  
 299 \_\_\_ Air Conditioning Central System  
 300 \_\_\_ Attic Fan  
 301 \_\_\_ Ceiling Fan(s), # \_\_\_  
 302 \_\_\_ Central Vac and Attachments  
 303 \_\_\_ Doorbell  
 304 \_\_\_ Electric Air Cleaner or Purifier  
 305 \_\_\_ Exhaust Fan(s) – Baths  
 306 \_\_\_ Fences – Invisible & Controls  
 307 Fireplace(s), # \_\_\_  
     Location #1 \_\_\_ Location #2 \_\_\_  
 309 \_\_\_ Chimney \_\_\_ Chimney  
 310 \_\_\_ Gas Logs \_\_\_ Gas Logs  
 311 \_\_\_ Gas Starter \_\_\_ Gas Starter  
 312 \_\_\_ Heat Re-circulator \_\_\_ Heat Re-circulator  
 313 \_\_\_ Insert \_\_\_ Insert  
 314 \_\_\_ Wood Burning Stove \_\_\_ Wood Burning Stove  
 315 \_\_\_ Other \_\_\_ Other  
 316 \_\_\_ Fountain(s)  
 317 \_\_\_ Furnace/Heat Pump/Other Htg System  
 318 \_\_\_ Garage Door Keyless Entry  
 319 \_\_\_ Garage Door Opener(s), # \_\_\_  
 320 \_\_\_ Garage Door Transmitter(s), # \_\_\_  
 321 \_\_\_ Gas Yard Light  
 322 \_\_\_ Humidifier  
 323 \_\_\_ Intercom  
 324 \_\_\_ Jetted Tub  
 325 **KITCHEN APPLIANCES**  
 326 **Cooking Unit**  
     \_\_\_ Cooktop \_\_\_ Elec. \_\_\_ Gas  
 328 \_\_\_ Microwave Oven  
 329 \_\_\_ Oven  
     \_\_\_ Elec. \_\_\_ Gas \_\_\_ Convection  
 331 \_\_\_ Stove/Range  
     \_\_\_ Elec. \_\_\_ Gas \_\_\_ Convection  
 333 \_\_\_ Dishwasher  
 334 \_\_\_ Disposal  
 335 \_\_\_ Freezer  
 336 \_\_\_ Location \_\_\_  
 337 \_\_\_ Icemaker  
 338 \_\_\_ Refrigerator (#1)  
 339 \_\_\_ Location \_\_\_  
 340 \_\_\_ Refrigerator (#2)  
 341 \_\_\_ Location \_\_\_  
 342 \_\_\_ Trash Compactor

\_\_\_ Laundry - Washer  
 \_\_\_ Laundry - Dryer  
 \_\_\_ Elec. \_\_\_ Gas  
**MOUNTED ENTERTAINMENT EQUIPMENT**  
 \_\_\_ Item #1 \_\_\_  
     Location \_\_\_  
 \_\_\_ Item #2 \_\_\_  
     Location \_\_\_  
 \_\_\_ Item #3 \_\_\_  
     Location \_\_\_  
 \_\_\_ Item #4 \_\_\_  
     Location \_\_\_  
 \_\_\_ Outside Cooking Unit  
 \_\_\_ Propane Tank  
     \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Security System  
     \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Smoke/Fire Detector(s), # \_\_\_  
 \_\_\_ Spa/Hot Tub  
 \_\_\_ Spa/Sauna  
 \_\_\_ Spa Equipment  
 \_\_\_ Sprinkler System Auto Timer  
 \_\_\_ Sprinkler System Back Flow Valve  
 \_\_\_ Sprinkler System (Components & Controls)  
 \_\_\_ Statuary/Yard Art  
 \_\_\_ Sump Pump  
 \_\_\_ Swimming Pool  
 \_\_\_ Swimming Pool Heater  
 \_\_\_ Swimming Pool Equipment  
 \_\_\_ TV Antenna/Receiver/Satellite Dish  
     \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Water Softener and/or Purifier  
     \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Other \_\_\_  
 \_\_\_ Other \_\_\_  
 \_\_\_ Other \_\_\_  
 \_\_\_ Other \_\_\_  
 \_\_\_ Other \_\_\_  
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 \_\_\_ Other \_\_\_

	Initials		Initials	
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343 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not  
344 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,  
345 invoices, notices or other documents describing or referring to the matters revealed herein:  
346 \_\_\_\_\_  
347 \_\_\_\_\_  
348 \_\_\_\_\_

350 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing  
351 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
352 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to  
353 prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify**  
354 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and**  
355 **Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.**  
356 **(SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, #**  
357 **of pages).**

358  
359 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
360 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
361 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
362

363  
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367 \_\_\_\_\_  
368 **SELLER** **DATE** **SELLER** **DATE**

369 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 370  
371 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge  
372 and SELLER need only make an honest effort at fully revealing the information requested.  
373 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents  
374 concerning the condition or value of the Property.  
375 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker  
376 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.  
377 I have been specifically advised to have Property examined by professional inspectors.  
378 4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in Property.  
379 5. I specifically represent there are no important representations concerning the condition or value of Property made by  
380 SELLER or Broker on which I am relying except as may be fully set forth in writing and signed by them.  
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385 \_\_\_\_\_  
**BUYER** **DATE** **BUYER** **DATE**