

SELLERS DISCLOSURE STATEMENT

SELLER: _____

BUYER: _____

PROPERTY: _____

THIS FORM IS AN INTEGRAL PART OF THE CONTRACT BETWEEN SELLER AND BUYER RESPECTING THE ABOVE PROPERTY. THIS FORM IS NOT A WARRANTY OR GUARANTEE OF ANY KIND BY SELLER INVOLVED IN THIS TRANSACTION, AND IS NO SUBSTITUTE FOR BUYER HAVING THE PROPERTY CAREFULLY EXAMINED FOR POTENTIAL PROBLEMS OR DEFECTS BY QUALIFIED PROFESSIONALS.

In this section, SELLER discloses in SELLER'S own words any material defects in the property of which SELLER is aware. A defect may be considered material if it is one which a buyer might reasonably regard as important in making the decision to purchase, SELLER should clearly describe any current problems and indicate any past history or problems even if they have been fully corrected. In paragraph No. 7, any significant repairs or alterations should be disclosed. Copies of repair invoices and inspection reports should be attached, if possible.

1. Do you know whether there has been any water leakage in the house or basement? If yes, state when it was treated and describe any damage.

() yes () no _____

2. Do you know whether the property has ever had termites or other wood destroying insects? If yes, state when it was treated and describe any damage:

() yes () no _____

3. Do you know whether there has ever been a problem with the foundation, roof, framing, or structure of the house? If yes, explain and describe any damage:

() yes () no _____

4. Do you know whether the property has ever had radon gas, UFFI Insulation, asbestos or other potential environmental hazards? Explain:

() yes () no _____

5. This house has: () Sewer () Septic. Do you know whether there has ever been a problem? If yes, explain:

() yes () no _____

6. Check if you are aware of serious defects in any of the following or if not in operating condition (strike if it is not being sold to BUYER):

- | | |
|------------------------------|---------------------------|
| ___ Utility Lines or Hook-Up | ___ Air Cleaning System |
| ___ Plumbing | ___ Fences or Gates |
| ___ Water Service | ___ Central Vacuum |
| ___ Plumbing Fixtures | ___ Lawn Sprinkler System |
| ___ Electrical System | ___ Microwave |

- Washer/Dryer Hook-Up
- Trash Compactor
- Wood Framing or Siding
- Disposal
- Window Air Conditioner
- Sauna or Hot Tub
- Attic Fan
- Fireplace or Chimney
- Dishwasher
- Garage Door Opener
- Refrigerator
- Intercom
- Pool/Pool Equipment

- Heating and Ventilation
- Water Softener
- Central Air Conditioner
- Hot Water Heater
- Range
- Gas Heater/Propane Tank
- Oven
- Ceiling Fan
- Fire/Smoke Detector
- Exhaust Fan
- Burglar Alarm
- Humidifier

Check if you are aware of any of the following with respect to the property:

- Additions/Improvements
- Flooding/Sump Pumps
- Party Walls or Common Areas
- Reappraisal/Reclassification
- Encroachments/Easements
- Landfill or Subterranean Problems
- Zoning/Set-Back Violations
- Existing/Threatened Legal Action
- Code Violations/Liens/Assessment
- Home Association
- Fire Damage at Any Time
- Problems with Water Supply

If you have checked any of the above, please explain what you know: _____

7. Disclose any material defects in the property not fully described above. Describe any significant repairs or alterations to the property and who did the work: _____

8. SELLER agrees to update this form when the property is sold and whenever conditions change at the property between now and the closing.

Seller

Date

Seller

Date

BUYERS ACKNOWLEDGEMENT AND AGREEMENT

1. I HAVE CAREFULLY INSPECTED THE PROPERTY. SUBJECT TO ANY INSPECTION ALLOWED UNDER MY CONTRACT WITH SELLER, I AGREE TO PURCHASE THE PROPERTY IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND BY SELLER CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.

2. I AGREE TO VERIFY ANY OF THE ABOVE INFORMATION THAT IS IMPORTANT TO ME BY AN INDEPENDENT INVESTIGATION OF MY OWN. I HAVE BEEN ADVISED TO HAVE THE PROPERTY EXAMINED BY PROFESSIONAL INSPECTORS.

3. I ACKNOWLEDGE THAT NEITHER SELLER NOR ESCROW AGENT INVOLVED IN THIS TRANSACTION IS AN EXPERT AT DETECTING OR REPAIRING PHYSICAL DEFECTS IN THE PROPERTY. I STATE THAT NO IMPORTANT REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY ME EXCEPT AS DISCLOSED ABOVE OR AS FULLY SET FORTH AS FOLLOWS

Buyer	Date	Buyer	Date
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THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.