



## EXCLUSIVE RIGHT TO SELL OR LEASE CONTRACT

**BROKER COMMISSIONS AND COMPENSATION ARE NOT SET BY LAW  
OR BY ANY REALTOR® ASSOCIATION OR MULTIPLE LISTING SERVICE AND ARE FULLY NEGOTIABLE.**

This Exclusive Right to Sell or Lease Contract and its Attachment (collectively, the “Contract”) are for use by members of the Greater Rochester Association of REALTORS®, Inc. (“GRAR”) only for the placing of property listings in the NYSAMLSs, LLC/Upstate New York Real Estate Information Services LLC Multiple Listing Service (“MLS”). It is understood that GRAR, NYSAMLSs, LLC, and Upstate New York Real Estate Information Services LLC are not parties to the Contract.

### 1. OWNERSHIP OF PROPERTY AND POWER TO SIGN CONTRACT.

I am (we are), \_\_\_\_\_, the owner(s) (“Owner”) of the property located at \_\_\_\_\_ (the “Property”). Owner has complete legal authority to sell, lease, exchange, or transfer the Property. Owner has not entered into any other agreement which would affect the sale, lease, exchange, or transfer of the Property, except as follows: (name or specify agreement) \_\_\_\_\_. For purposes of the Contract, any reference to a “sale” or “purchase” of the Property shall be deemed to include any “exchange” or “transfer” of the Property.

### 2. EXCLUSIVE RIGHT TO SELL OR LEASE. Check and complete either (a) or (b) or both.

(a) \_\_\_\_\_ Owner hereby hires \_\_\_\_\_ (“Listing Broker”) and grants them the Exclusive Right to Sell the Property for the price of \$ \_\_\_\_\_, upon such terms and conditions as the Owner may consent.

(b) \_\_\_\_\_ Owner hereby hires \_\_\_\_\_ (“Listing Broker”) and grants them the Exclusive Right to Lease the Property for a lease of \$ \_\_\_\_\_ per \_\_\_\_\_, upon such terms and conditions as the Owner may consent.

### 3. TERM OF LISTING AND MULTIPLE LISTING SERVICE. Listing Broker shall submit the information contained in the Contract and the corresponding Data Input Form into the MLS commencing on \_\_\_\_\_ (the “Listing Date”) and ending on the Expiration Date. Listing Broker will submit such information to the MLS **within 24 hours of the Listing Date**. Listing Broker shall retain the Contract, the Data Input Form, and any related MLS Change form(s) for at least three years. All information submitted becomes the property of the MLS and may be published and advertised by the MLS including without limit on the Internet and on web service providers linked to the MLS.

### 4. LIFE OF CONTRACT. The Contract will commence on the date it is signed (the “Execution Date”) and shall expire at 11:59 p.m. on \_\_\_\_\_ (the “Expiration Date”).

### 5. SALE OR LEASE OF PROPERTY AFTER EXPIRATION DATE. If Owner sells, leases, exchanges, or transfers the Property within \_\_\_\_\_ days after the Contract ends (the “Effective Period”) to a person who was shown the Property by Owner, Listing Broker, or anyone else during the life of the Contract, Owner will pay Listing Broker the same commission agreed to in Paragraph 9 of the Contract. Owner will not owe any commission to Listing Broker if such sale, lease, exchange, or transfer occurs during the life of another Exclusive Right to Sell or Lease Contract that Owner enters into with another broker after the Expiration Date but before the end of the Effective Period.

### 6. MARKETING (PLEASE INITIAL). Owner grants Listing Broker full discretion to determine the proper marketing approach for the Property and agrees that Listing Broker has permission to engage in marketing activity which may include all forms of advertising and promotion, including, but not limited to, **internet postings, property showings and all other sales-related activities**. No marketing or advertising shall take place by the Owner until the Property becomes active in the MLS on the above Listing Date.

Owner Initials

### 7. DUTIES OF LISTING BROKER. Listing Broker will use their best efforts to procure a buyer and will assist in negotiating **ALL** offers to purchase or lease the Property. Listing Broker agrees to bring all offers to purchase or lease the Property to Owner.

### 8. SUBMISSION OF OFFERS TO PURCHASE. Owner agrees that any offers to purchase or lease the Property shall be submitted to Owner through Listing Broker or through any cooperating broker with the consent of Owner.

### 9. PAYMENT TO LISTING BROKER.

\_\_\_\_\_/\_\_\_\_\_(INITIAL) **OWNER UNDERSTANDS THAT BROKER COMMISSIONS AND COMPENSATION ARE NOT SET BY LAW OR BY ANY REALTOR® ASSOCIATION OR MULTIPLE LISTING SERVICE AND ARE FULLY NEGOTIABLE BETWEEN THE OWNER AND THE LISTING BROKER.** An offer of compensation to a Cooperating Broker who produces a buyer for the listed Property is not required. However, Owner may choose to offer compensation directly to a Cooperating Broker or through the Listing Broker to a Cooperating Broker. Owner may receive requests for compensation from a Cooperating Broker as part of the purchase offer or separately. The Owner has the right to accept, deny or negotiate the amount of compensation being requested by a Cooperating Broker.

Initial and complete below as applicable:

### Sale of Property

- (a) \_\_\_\_/\_\_\_\_ (INITIAL) Owner shall pay Listing Broker compensation of \_\_\_\_ % of the gross sale price of the Property as set forth in the purchase and sale contract that Owner signs or a flat fee of \$ \_\_\_\_\_, whichever is the greater sum unless otherwise modified in Paragraph 9(b)(1), 9(b)(2) or 9(b)(3) below.
- (b) (1) \_\_\_\_/\_\_\_\_ (INITIAL) In the event of **dual agency**, Owner shall pay the Listing Broker compensation of \_\_\_\_ percent (%) of the gross sale price of the property or \$ \_\_\_\_\_ whichever is the greater sum (for an explanation of the types of agency, please see the NYS Agency Disclosure Form).
- (2) \_\_\_\_/\_\_\_\_ (INITIAL) In the event of **dual agency with designated sales agent**, Owner shall pay the Listing Broker compensation of \_\_\_\_ percent (%) of the gross sale price of the property or \$ \_\_\_\_\_ whichever is the greater sum (for an explanation of the types of agency, please see the NYS Agency Disclosure Form).
- (3) \_\_\_\_/\_\_\_\_ (INITIAL) In the event of an **unrepresented buyer**, Owner shall pay the Listing Broker compensation of \_\_\_\_ percent (%) of the gross sale price of the property or \$ \_\_\_\_\_ whichever is the greater sum (for an explanation of the types of agency, please see the NYS Agency Disclosure Form).
- (c) \_\_\_\_/\_\_\_\_ (INITIAL) Other: \_\_\_\_\_
- (d) \_\_\_\_/\_\_\_\_ (INITIAL) Other: \_\_\_\_\_

### Lease of Property

- (e) \_\_\_\_/\_\_\_\_ (INITIAL) Owner shall pay Listing Broker compensation of \_\_\_\_ % of the gross lease for the Property as set forth in the lease agreement that Owner signs, or \$ \_\_\_\_\_ whichever is the greater sum unless otherwise modified in Paragraph 9(f) below.
- (f) \_\_\_\_/\_\_\_\_ (INITIAL) In the event of dual agency, dual agency with designated sales agent or an unrepresented tenant, Owner shall pay the Listing Broker compensation of \_\_\_\_ percent (%) of the gross lease for the property or \$ \_\_\_\_\_ whichever is the greater sum (for an explanation of the types of agency, please see the NYS Agency Disclosure Form).
- (g) \_\_\_\_/\_\_\_\_ (INITIAL) Other: \_\_\_\_\_
- (h) \_\_\_\_/\_\_\_\_ (INITIAL) Other: \_\_\_\_\_

### 10A. AUTHORIZATION REGARDING COMPENSATION TO OTHER BROKERS.

Initial and complete either (a) or (b) below, but not both:

- (a) \_\_\_\_/\_\_\_\_ (INITIAL) Owner IS NOT offering compensation to Cooperating Brokers
- (b) \_\_\_\_/\_\_\_\_ (INITIAL) Owner IS offering compensation to Cooperating Brokers (*please initial one of the following and fill in paragraph below*):
1. \_\_\_\_/\_\_\_\_ (INITIAL) Owner is offering compensation directly to Cooperating Brokers.
2. \_\_\_\_/\_\_\_\_ (INITIAL) Owner is authorizing Listing Broker to offer cooperating compensation to Cooperative Brokers.

In addition to the compensation offered to the Listing Broker under Paragraph 9, Owner will offer compensation to Cooperating Brokers directly or through the Listing Broker, as Owner has indicated above, who is the procuring cause of the Property sale/transfer during the Effective Period. Owner agrees to the following offers of compensation to Cooperating Brokers:

BUYER'S AGENT: \_\_\_\_ % of the gross sale price or a fee of \$ \_\_\_\_\_ ;

BROKER'S AGENT: \_\_\_\_ % of the gross sale price or a fee of \$ \_\_\_\_\_ ;

SUB AGENT: \_\_\_\_ % of the gross sale price or a fee of \$ \_\_\_\_\_ ;

(for an explanation of the types of agency, please see the NYS Agency Disclosure Form).

### 10B. OWNER CONCESSIONS. Initial and complete below if applicable:

\_\_\_\_/\_\_\_\_ (INITIAL) Owner agrees to pay a fixed amount of \$ \_\_\_\_\_ or \_\_\_\_ % of the gross sale price, toward buyer's loan closing fees, prepaid expenses, and/or other permitted closing costs to be paid by buyer or which are ordinarily deemed a buyer's expense.

11. **COMMISSION EARNED/PAYMENT (PLEASE INITIAL):** (a) Listing Broker has earned the commission when Owner is provided a written purchase offer which meets the price and other conditions set forth by Owner, or when the purchase and sale contract becomes a binding legal commitment on the buyer, or when Owner signs a lease agreement for the Property; and (b) Owner will pay the commission to Listing Broker whether Owner, Listing Broker, or anyone else sells or leases the Property during the life of the Contract. Owner agrees to pay to Listing Broker the commission as specified in a purchase and sale contract at closing or upon execution of a lease agreement by Owner.

Owner Initials

**NOTICE TO OWNER REQUIRED BY NEW YORK REAL PROPERTY LAW §294-b:** At the time of closing, you may be required to deposit the broker's commission with the county clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker's commission with the county clerk may be waived by the broker.

12. **AUTHORIZATION OF REPRESENTATIVE TO PAY COMMISSION.** Without in any way limiting any provision of Paragraph 11 above, Owner authorizes a closing representative (such as an attorney) to pay Listing Broker the commission agreed to in Paragraph 9 and/or 10 from the available proceeds after recording of the closing of the sale of the Property. If the proceeds of the sale are insufficient to pay the entire commission due, Owner agrees to pay the balance of commission to Listing Broker.

Check One

13. **FOR SALE, SOLD OR FOR LEASE SIGN.** Owner authorizes Listing Broker to install a sign on the Property. Yes No

14. **LOCKBOX/KEYS/CODES AND OTHER MEANS OF ACCESS TO PROPERTY:** Owner understands that neither Listing Broker, nor any cooperating broker, GRAR or any licensed affiliate of GRAR, shall be responsible for any theft, loss, or damage attributed to the use of any lockboxes, combo boxes, programmable keys or keycodes.

- (a) **ELECTRONIC LOCKBOX.** Owner authorizes Listing Broker to use an MLS approved electronic lockbox. The advantage of which is that only authorized keyholders can open these lockboxes, and every opening is documented. Yes No

- (b) **OTHER MEANS OF ACCESS.** Owner authorizes Listing Broker to use a Combo Lockbox, Programmable Electronic Deadbolt, Garage Door Code, or such other means of access to the Property as allowed by Owner, and to share such means of access with any cooperating broker or licensed affiliate of GRAR. Yes No

15. **PHOTOGRAPH(S).** Owner acknowledges and agrees that Listing Broker may photograph both the interior and exterior of the Property and may use the photographs in promoting its sale or lease. Yes No

16. **OBLIGATIONS OF OWNER/PROPERTY INFORMATION.**

- (a) **PROPERTY MAINTENANCE.** Owner agrees it is their obligation to continue to maintain the Property, including but not limited to, lawn care, snow plowing, interior, and exterior maintenance, until transfer of title. Owner agrees to indemnify and hold harmless the Listing Broker and cooperating brokers from any claim arising out of personal injuries to any persons injured on the Property and/or loss or damage to personal property due to Owner inattention.

- (b) **UTILITY SERVICE CONTINUATION.** All utilities are to remain in service until transfer of title (may occur after closing) unless noted as follows:

- (c) **INQUIRIES.** Owner will refer all inquiries about the Property to the Listing Broker.

- (d) **SHOWINGS.** Owner agrees to cooperate with Listing Broker to show the Property to potential buyers/tenants with reasonable notice.

- (e) **INFORMATION.** To the extent within my possession:

- Owner agrees to furnish to Listing Broker complete information reasonably necessary for processing this listing in the MLS and for closing the sale or lease of the Property, including information contained in the Attachment to this Contract;
- Owner represents that the information Owner has given to Listing Broker about the Property is accurate and complete, and Listing Broker assumes no responsibility to me or anyone else for the accuracy of the information, except as otherwise provided by law;
- Owner authorizes Listing Broker to obtain additional information about the Property. Listing Broker may use sources of information Listing Broker believes to be reliable but is not responsible for the accuracy of the information obtained, except as otherwise provided by law; and
- Owner authorizes Listing Broker to disclose to potential buyers and any other persons, including other brokers, any information about the Property that Listing Broker obtains from Owner or any other reliable source.

17. **OWNER REPRESENTATIONS.** Owner represents to Listing Broker as of the Execution Date:

Check One

- (a) Owner is not in bankruptcy. True False
- (b) Owner has sufficient funds or sale proceeds to close the sale of the Property and pay all closing expenses. True False
- (c) The sale or transfer of the Property does not require the consent of another person or entity. True False

Owner agrees to promptly notify Listing Broker and their attorney if representations made in this Paragraph become inaccurate.

18. **HOME EQUITY THEFT PREVENTION ACT ("HETPA").** Owner acknowledges and is aware of the provisions of Section 265-a of the Real Property Law of the State of New York. To ensure compliance with same, Owner warrants and represents that:

- (a) Owner is not in default of any mortgage affecting the Property by reason of there being payments due or unpaid on any mortgage for two (2) months or more. Check One True False

- (b) There are no actions pending against the real property to foreclose a mortgage. True False

- (c) The Property is not shown as active on any tax lien sale list and all real estate taxes are paid to date. True False

Owner agrees to promptly notify Listing Broker and their attorney if representations made in this Paragraph become inaccurate.

- 19. FAIR HOUSING/NON-DISCRIMINATION.** Owner and Listing Broker agree that the 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/lease of properties. Owner and Listing Broker agree not to discriminate against any Protected Class in the sale/lease of the Property. **Listing Broker will provide, and Owner will execute, a New York State Housing and Anti-Discrimination Disclosure Form.**
- 20. RENEWAL AND MODIFICATION OF CONTRACT.** The Contract may be modified by signing another Exclusive Right to Sell or Lease Contract or MLS Change Form. If Owner renews the Contract, Listing Broker will promptly notify the MLS. Owner and Listing Broker agree that no change, amendment, modification, or termination of the Contract shall be binding on any party unless it is in writing and signed by Listing Broker and Owner.
- 21. OWNER LIABILITY FOR CONTRACT TERMINATION.** In the event the Contract is terminated prior to the Expiration Date, as specified in Paragraph 4, for any reason other than the fault of Listing Broker, Owner will be liable for and agree to pay all damages and expenses incurred by Listing Broker, including, without limitation, costs for advertising/marketing of the Property and any commission due hereunder.
- 22. ATTORNEY'S FEES.** In any action, proceeding or arbitration arising out of the Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 23. INDEMNIFICATION.** The Listing Broker has no duty to verify the accuracy of the information provided by Owner or of the representations made by Owner with respect to the Property, except as otherwise provided by law. Owner agrees to indemnify and hold the Listing Broker harmless from all claims, damages, liability, and expense, including without limitation reasonable attorney's fees and court costs, arising from any misrepresentations made by Owner or any misinformation provided by Owner or the breach of any agreements or obligations Owner made regarding the Contract. The representations made by Owner in the Contract shall survive the completion, expiration or termination of the Contract.
- 24. PROPERTY CONDITION DISCLOSURE STATEMENT ("PCDS").** As the seller of residential real property, Owner understands that they must complete and sign a Property Condition Disclosure Statement (PCDS) as required by Real Property Law Section 462(2). The PCDS is to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. If Owner acquires knowledge, prior to the transfer of title of the Property, which renders the initial PCDS inaccurate, Owner will revise the PCDS and deliver the revised copy to the buyer or buyer's agent for buyer's acceptance. Owner should consult with an attorney if Owner has any questions with respect to their obligations under this Paragraph.
- 25. ATTACHMENT TO EXCLUSIVE RIGHT TO SELL OR LEASE CONTRACT.** The Contract includes an Attachment containing additional property-related disclosures that must be completed and signed by the Owner and then uploaded as a Supplement in the MLS as a "Listing Attachment." Owner authorizes Listing Broker to provide the information in this Attachment to any potential buyers, tenants, exchange parties, other brokers, and their agents.
- 26. EXCLUSIVE RIGHT TO SELL VS. EXCLUSIVE AGENCY LISTING (PLEASE INITIAL):** The Secretary of State of the State of New York, requires that the following explanation be given to homeowners and acknowledged by them in the listing of property:

**EXCLUSIVE RIGHT TO SELL LISTING:** If you, the Owner of the Property, find a buyer, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

**EXCLUSIVE AGENCY LISTING:** If you, the Owner of the Property, find a buyer, you will not have to pay a commission to the present broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

\_\_\_\_\_  
Owner Initials

**This Contract grants Listing Broker the exclusive right to sell the Property.**

**ALL OWNERS MUST SIGN THE CONTRACT.** If more than one person signs the Contract as Owner, each person is fully responsible for keeping the promises made by the other. In consideration of the above, Listing Broker and Owner accept the Contract and agree to its terms and conditions as of \_\_\_\_\_, the Execution Date.

A copy of the Contract, Attachment and each of its extensions and amendments, shall be furnished to Owner upon their signing/initialing.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print Owner Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print Owner Name

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Owner Signature

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Print Owner Name

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Owner Signature

\_\_\_\_\_  
Print Owner Name

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

\_\_\_\_\_  
Print Listing Broker Firm Name

\_\_\_\_\_  
Listing Broker/Salesperson Signature

\_\_\_\_\_  
Print Listing Broker/Salesperson Name

## ATTACHMENT TO EXCLUSIVE RIGHT TO SELL OR LEASE CONTRACT

**This Attachment to the Exclusive Right to Sell or Lease Contract (collectively, the “Contract”) must be completed and signed by the Owner in order for the Contract to be valid and shall be uploaded as a Supplement (Listing Attachment) in the MLS database.**

**OWNER DISCLOSURES.** Owner of the Property located at \_\_\_\_\_ makes the following disclosures to the best of their knowledge and is being provided for informational purposes only.

**(A) State/National Historic Register/District and/or Local Preservation District.**

- ☐ Y ☐ N ☐ Unkn 1. The property is listed in the State/National Register of Historic Places, either individually or as part of a Historic District. Name of Historic District, if applicable: \_\_\_\_\_.
- ☐ Y ☐ N ☐ Unkn 2. The property is designated under the local municipality’s zoning code, either as an individual landmark or as part of a local Preservation District. Name of Preservation District, if applicable: \_\_\_\_\_.

☐ Y ☐ N **(B) Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”) Certification.** Owner is a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and IRS Regulations). This is a U.S. tax law that imposes income tax on foreign persons disposing of U.S. real property interests. Consult a tax professional to provide more information.

☐ Y ☐ N ☐ Unkn **(C) Gas and Oil Wells.** The Property has an uncapped natural gas and/or oil well, even if inactive. **If Yes, Owner must complete *Electric Availability, Utility Surcharges, Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure Form*.**

**(D) Gas/Mineral/Oil/Timber Rights.**

- ☐ Y ☐ N ☐ Unkn 1. All gas, mineral, oil, and timber rights will transfer with the Property.
- ☐ Y ☐ N ☐ Unkn 2. Owner has received, is receiving, or is entitled to receive lease payments, royalties, or other payments and/or free gas under any oil/gas/mineral/timber or other lease or agreement affecting the Property. **If Yes, Owner agrees to promptly furnish complete copies of all written agreements affecting the Property in Owner’s possession to Listing Broker and Owner’s Attorney.**

☐ Y ☐ N **(E) Propane/Heating Oil.** The Property is serviced by propane and/or heating oil. **If Yes, Tank ☐ IS or ☐ IS NOT owned by the Owner (if on Propane). A written contract ☐ EXISTS or ☐ DOES NOT EXIST to provide propane/heating oil between the propane/oil company and the Owner (Owner agrees to promptly furnish a complete copy of any such written contract to Listing Broker and Owner’s Attorney).**

☐ Y ☐ N **(F) Solar Panels.** If Yes, Solar panel system ☐ IS or ☐ IS NOT owned by the Owner. If NOT owned, a written contract ☐ EXISTS or ☐ DOES NOT EXIST that may need to be transferred or terminated.

☐ Y ☐ N ☐ Unkn **(G) Deed Restrictions (Legally Binding).** There are enforceable deed restrictions affecting the Property.

**(H) Vehicular Access/Driveway.** Vehicular access to the Property via the driveway is currently by way of:

- ☐ Y ☐ N 1. An immediately adjoining municipal road right of way (e.g., public roadway).
- ☐ Y ☐ N ☐ Unkn 2. An immediately adjoining shared private road right of way. **If yes, is it of record?** ☐ Yes ☐ No ☐ Unknown.
- ☐ Y ☐ N 3. A shared driveway. **If Yes, there ☐ IS or ☐ IS NOT a written agreement regarding ownership/maintenance.**

☐ Y ☐ N **(I) Audio-Video Surveillance.** The Property contains surveillance devices.

**WARNING: The crime of eavesdropping is a Class E Felony under NY Penal Law § 250.05.** In the event Owner has a recording or remote listening system in or on the Property that records audio and/or video, Owner understands that recording or remote listening of audio may result in a violation of state and/or federal wiretapping laws. Therefore, Owner hereby releases and holds harmless Listing Broker, its designated agents, sub-agents, sales associates, and employees from any liability which may result from the recording or remote listening of audio and/or video in or on Property. **Further, if Owner can view or hear a potential buyer and use what they see or hear in deciding whether to sell to that particular buyer, there may be a potential fair housing violation.**

**(J) Leased Properties.**

- ☐ Y ☐ N 1. The Property is being used legally as rented property. **If Yes, Owner must complete *Residential Rented Property for 1-4 Family Form and Rent Roll*.**
- ☐ Y ☐ N 2. A Certificate of Occupancy exists, and it expires on \_\_\_\_\_.

☐ Y ☐ N **(K) Code Violations.** To the Owner’s actual knowledge, a notice from a governmental authority has been issued advising that the Property and/or Current Uses/Improvements violate applicable building codes and/or zoning ordinances, any of which violations continue as of the date of this Contract.



**(L) Major Components And Age Of Component(s):**

**Heating:** ☐ Forced Air ☐ Baseboard ☐ Electric ☐ Heat Pump ☐ Hot Water ☐ Solar ☐ Other: \_\_\_\_\_ **Age:** \_\_\_\_\_

**Air Conditioning:** ☐ Central ☐ Wall/Ductless Unit(S) ☐ Other: \_\_\_\_\_ **Age:** \_\_\_\_\_

**Hot Water:** ☐ Tank ☐ Tankless/On Demand ☐ Other: \_\_\_\_\_ **Age:** \_\_\_\_\_

**Roof:** ☐ Asphalt (original/tear-off) ☐ Asphalt (overlay) ☐ Metal ☐ Rubber ☐ Slate/Tile ☐ Other: \_\_\_\_\_ **Age:** \_\_\_\_\_

**(M) Improvements:** The following improvements affect the Property as of the date of the signing of this Contract and **Proof of Compliance** exists (this would include a Certificate of Compliance, Certificate of Occupancy or completed Permit(s) that predate the issued Certificate of Compliance process). Check one box per line. NA indicates that improvement does not exist. Y, N, and Unkn refer to the Proof of Compliance.

	Exists?	Proof of Compliance		Exists?	Proof of Compliance
Basement Egress Window or Door	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn	Hot Tub	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn
Basement, Finished w/o Egress	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn	Patio	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn
Building Addition	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn	Pond/Fountain	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn
Converted 3 <sup>rd</sup> Floor Living Area	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn	Pool	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn
Deck	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn	Shed/Outbuilding	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn
Fence	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn	Wood Stove/Freestanding Fireplace	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn
Generator (Permanently wired)	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn	Other: _____	<input type="checkbox"/> NA	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Unkn

**PARAGRAPHS (N) – (T) NOT REQUIRED IF A PROPERTY CONDITION DISCLOSURE STATEMENT IS PROVIDED**

☐ Y ☐ N ☐ Unkn **(N) Agricultural District.** The Property is located partially or wholly within an agricultural district. **If “Yes”, Owner must complete *Electric Availability, Utility Surcharges, Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure Form* and, if in Wayne County, the *Disclosure Notice for all Residential Property in Wayne County*.**

☐ Y ☐ N ☐ Unkn **(O) Special Assessment Tax/Utility Surcharge.** The Property is subject to assessments for special or local improvements (e.g., sidewalks, water/sewer lines) and/or a utility (e.g., gas, electricity, water) surcharge. **If Yes, Owner must complete *Electric Availability, Utility Surcharges, Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure Form*.**

☐ Y ☐ N ☐ Unkn **(P) Flood Zone.** The Property is currently located in a FEMA designated floodplain or a special flood hazard area. **If Yes, flood insurance may be required by a lender.**

**(Q) Water Resources.**

- ☐ Y ☐ N 1. The Property is connected to a public water supply.
- ☐ Y ☐ N 2. The Property has a private water well and/or other non-public water supply.

**(R) Sewer Description.**

- ☐ Y ☐ N 1. The Property is connected to public sanitary sewers.
- ☐ Y ☐ N 2. The Property has a private septic system.

☐ Y ☐ N ☐ Unkn **(S) Radon.** The Owner has had the Property tested for radon or has actual knowledge that a radon test has been conducted. **If Yes, attach a copy of report.**

**(T) Condominium or Homeowner’s Association.**

- ☐ Y ☐ N 1. The Property is a Condominium or is governed by a Homeowner’s Association.
- ☐ Y ☐ N 2. There are Current Special Assessments and/or unpaid special assessments owing to the Condominium or Homeowner’s Association which are or may become liens against the Property or Owner has received written notice for, or has additional knowledge of, any other special assessments, or proposed capital improvements, or construction by the Condominium or Homeowner’s Association, which representations shall survive closing.

Owner authorizes Listing Broker to provide the information in this Attachment to any potential buyers, tenants, exchange parties, other brokers, and their agents. Owner agrees to indemnify and hold Listing Broker harmless from any liability incurred as a result of any misrepresentation, as more particularly set forth in the Indemnification Paragraph of the Contract. **Owner agrees to promptly notify Listing Broker and their attorney if representations made in this Attachment become inaccurate.**

Owner Signature	Date	Owner Signature	Date
Owner Signature	Date	Owner Signature	Date