

CONSUMER GUIDE TO AGENCY RELATIONSHIPS



BERKSHIRE HATHAWAY HomeServices Parks & Weisberg, Realtors®

Because it is important that you have this information, Kentucky law requires that we ask you to sign below, acknowledging receipt of this pamphlet. Doing so will not obligate you to work with our company if you do not choose to do so.

We are pleased you are considering selecting Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Kentucky, you may also contact the Kentucky Real Estate Commission at (502) 429-7250, or on its website at www.krec.ky.gov.

Representing the Sellers: Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In some circumstances a listing broker may also offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers: When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and, account for any money they handle in the transaction.

Dual Agency: In some transactions, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must remain loyal to both clients. They may not advocate the position of one client over the best interests of the other client or disclose any personal or confidential information to the other party without written consent.

Initial and Date: _____

Working with Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS does represent both buyers and sellers. When Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS lists property for sale, all agents in the brokerage represent the seller. Likewise, when a buyer is represented by a Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS agent, all of the agents represent that buyer. Therefore, when a buyer represented by a Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.

If both the buyer and seller are represented by Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS, Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS agents, these agents and BBerkshire Hathaway HomeServices Parks & Weisberg, REALTORS will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS has listed. In that instance, Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working with Other Brokerages: When Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers.

As a seller, you should understand that just because Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be representing the buyer and brokerage will be representing your interests.

When acting as a buyer's agent, Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Kentucky Fair Housing Law and Federal Fair Housing Law, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, disability, national origin, or sexual orientation in some counties or to discriminate in advertising the sale or rental of housing, in the financing of housing, or in the providing of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

Initial and Date: _____

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Kentucky law requires that we ask you to sign below, acknowledging receipt of this pamphlet. Doing so will not obligate you to work with our company if you do not choose to do so.

Name _____ (Please Print)

Name _____ (Please Print)

Signature _____ Date _____

Signature _____ Date _____

1 **Listing Contract**

2 This is a legally binding Contract. If not understood, seek legal advice.
3 This document is copyrighted by Metro Search, Inc. and is for the use of its Participants only.



4

AGREEMENT TO LIST AND SELL

5 In consideration of Broker's agreement to list Seller's property for sale, place this listing on the Multiple Listing
6 Service ("MLS") of Metro Search, Inc., and use Broker's efforts to find a Buyer, Seller hereby grants Broker the
7 exclusive right from _____ ("effective date") until 11:59pm (Eastern Time) on _____
8 ("expiration date") to sell the property located at _____
9 for the gross price of \$ _____, on the following terms (or such
10 other prices, terms, conditions to which Seller may agree):
11

12

AGREEMENT TO PAY COMMISSION

13 If the property, or any part thereof, is sold before the expiration of this Contract by Seller or any other person,
14 Seller agrees to pay Broker a commission of _____ % of the sales price or \$ _____, which
15 shall be due at closing. The total commission is earned upon acceptance of an offer, but is subject to any
16 contingencies specified therein. In addition, Seller agrees to pay a fee in the amount of \$ _____,
17 which fee is in addition to the commission on the sales price and which fee is for the following services:
18 _____ (the "Services"). Seller hereby expressly agrees that the
19 commission on the sales price does not include fees for the Services and that the fee is reasonable for the
20 Services provided.
21 At closing, Seller will convey by deed of general warranty a marketable fee simple title to the property with the
22 usual covenants such as any title company will insure, except easements and restrictions of record.
23 If the closing is not completed because of Seller's failure to perform Seller's obligations under the terms of the
24 Residential Sales Contract, Seller shall pay the commission. If the Buyer is represented by a cooperating
25 Broker, Broker is authorized to share its commission with that cooperating Broker.

26

CONSENT TO MARKET AND ADVERTISE

27 Seller is providing the attached listing input form and may otherwise provide to Broker orally or in writing certain
28 data regarding Seller's property. Seller agrees that this data may be used as Broker deems appropriate,
29 consistent with the MSI Rules & Regulations, to facilitate the sale of Seller's property. It may also be provided
30 to the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members
31 and participants as they deem appropriate and with no compensation due Seller. Seller understands that some
32 or all of the data may be digitized, reproduced, published, transmitted, disseminated, and/or displayed in many
33 forms and through many media, including but not limited to the Internet, television, local publications and fact
34 sheets, computer database networks, a Multiple Listing Service or other similar database, etc. Seller agrees
35 that Broker may temporarily withdraw the listing from the Multiple Listing Service should the Seller fail to
36 respond, within 48 hours, to inquiries and/or requests from the Broker. Seller hereby represents to Broker, the
37 Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc. and their respective members and
38 participants that the data provided is true and correct.
39 Seller also hereby grants Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc.
40 and their respective members and participants the right and license to photograph/video Seller's property and
41 to use such photographs/videos to the same extent Broker uses the property data Seller is providing Broker,
42 with no compensation due for such use, and Seller acknowledges that Seller has no rights of ownership with
43 regards to those photographs/videos. Exceptions to this paragraph are as follows:
44

45 Should Seller choose to advertise Seller's property itself, pursuant to KRS 324.117(4), Seller agrees to include
46 the name of Broker's real estate company, namely _____
47 or the name of Agent's principal broker, namely _____. Advertisements include
48 but are not limited to social media, the Internet, newspaper or other publication, television, periodicals, fact
49 sheets, computer databases and the Multiple Listing Service. Seller will indemnify Broker and Agent for any
50 fines which are levied as a result of Seller's non-compliance with KRS 324.117(4).

51 Seller Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

52 Broker Initials: _____ Date: _____ Time: _____

54 Seller hereby waives any claims Seller might now or in the future have against Broker, the Greater Louisville
55 Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants arising
56 out of or relating to the acquisition or use of data or photographs/videos of or about Seller's property. Seller
57 agrees to indemnify and hold harmless Broker, the Greater Louisville Association of REALTORS®, Inc., Metro
58 Search, Inc., and their respective members and participants from any liability, damage, cost, attorney fees, or
59 expenses resulting from any inaccuracies or material omissions in the data Seller has provided . Seller
60 acknowledges that placement of the listing in the MLS may result in it being displayed on syndicated websites
61 which are not under the direct control of the brokerage and may not accurately reflect all details of the listed
62 property. Seller agrees to hold the agent and brokerage harmless for any misinformation. The Greater
63 Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants
64 shall be third party beneficiaries to the provisions of this paragraph.

65 Broker is hereby authorized to place a Lock Box and a "For Sale" sign on Seller's property, to remove all other
66 signs and lock boxes, and exhibit the property to any prospective Buyer. Broker is further authorized to
67 disclose information regarding comparable sales to any prospective Buyer. Upon transfer of title, Broker is
68 authorized to disclose all information, including sales price, to participants of the MLS. Broker is further
69 authorized to cease showing my property after Seller has accepted an offer to purchase, unless otherwise
70 instructed, by Seller, in writing.

71 The property will be offered without respect to race, creed, color, sex, familial status, disability, sexual
72 orientation or national origin.

SALE AFTER EXPIRATION OF LISTING CONTRACT

74 Seller agrees to pay Broker at closing a commission of _____ % of sale price, or \$_____, if the
75 property is sold by Seller within _____ months after the expiration of this Contract to any person to whom
76 Broker or Seller has shown this property during the period of this contract, regardless of whether Seller has
77 knowledge of said showing, and so long as the property has not been listed with another Broker.

MEDIATION/BINDING ARBITRATION

79 Notice of Demand for Mediation must be made within 365 days after the Party raising the claims knew, or
80 should have known, of the existence of said claims. Any dispute or claim (including, without limitation, claims of
81 fraud, misrepresentation, warranty and/or negligence) of Seller, Buyer, Brokers, Agents or any of them for a
82 sum greater than the limits of small claims court jurisdiction arising out of this Contract or breach thereof or
83 arising out of or relating to the physical condition of the property covered by this Contract shall first be
84 submitted to mediation and arbitration in accordance with the guidelines of the Greater Louisville Association of
85 REALTORS®, Inc. Copies of these guidelines are available at the Greater Louisville Association of
86 REALTORS®, Inc. Disputes shall include (among other things) issues relating to representations made by
87 Buyer, Seller, or any Broker or Agent, or other person or entity in connection with the sale and purchase of the
88 property covered by this Contract. Any agreement signed by the parties pursuant to the mediation conference
89 shall be binding.

90 If mediation does not result in an agreement signed by the Parties, all such claims or disputes shall be decided
91 by binding arbitration in accordance with the guidelines of the Greater Louisville Association of REALTORS®,
92 Inc. and the laws of the Commonwealth of Kentucky. Copies of these guidelines are available at the Greater
93 Louisville Association of REALTORS®, Inc. The Arbitration must occur within 365 days after the initial Démard
94 for Mediation has been filed. An actual oral hearing shall be held unless the Parties mutually agree otherwise.
95 Any proceeding to determine damages shall be conducted by an arbitrator pursuant to this paragraph and not
96 in court and shall be conducted within the Commonwealth of Kentucky. In the event a party fails to proceed
97 with arbitration when so required, or unsuccessfully challenges the arbitrator's award, the other party is entitled
98 to recover its costs, including reasonable attorney fees, for having to compel arbitration or defend/enforce the
99 award.

100 It is specifically agreed that no Party will be entitled to join or consolidate disputes by or against others in any
101 mediation or arbitration (unless agreed to by all parties), or to include in any mediation or arbitration any
102 dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public
103 or in any private attorney general capacity. This paragraph shall survive the closing.

105 Designated Broker (Listing Company)	Seller	Date	Time
106 107 Broker Acceptance	Date	Time	Seller Date Time

General Information				
<u>Listing Member</u>		Co-listing Member		
Address Information				
<u>Street #</u>	St Dir*	<u>Street</u>	St Suffix*	Unit #
<u>City*</u>	<u>County*</u>	<u>State/Province*</u>	<u>Zip Code*</u>	
Contract Info				
<u>Listing Date</u>	<u>Expiration Date</u>	<u>Listing Price</u>	<u>Property Sub Type*</u>	
Owner Financing / Lease Option (Y/N)*	<u>HOA Y/N*</u>	HOA \$	<u>HOA Fee*</u>	
Primary Contact Name	Primary Contact Phone or Email			
Location, Tax & Legal Info				
<u>Area*</u>	<u>Sub Area*</u>	<u>Parcel ID</u>	<u>Deed Bk</u>	
<u>Pg #</u>	<u>Block</u>	<u>Lot</u>	<u>Sub-Lot</u>	
School District*	Municipality*	Preservation Dist*	<u>Contract Type*</u>	
<u>Coop Comm</u>	<u>Coop Comm Type*</u>	<u>Variable Rate Comm*</u>	<u>Disclosure*</u>	
REO/Bank Owned/HUD*				
<u>Subdivision*</u>				
<u>Directions</u>				
Other Contact				
General Property Description				
<u>Total # of Rooms</u>	<u>Total # Bedrooms</u>	<u>Baths - Full</u>	<u>Baths - 1/2</u>	
Owner Name	<u>First Floor Laundry*</u>	<u>First Floor MBR*</u>	Laundry Level*	
Lien Holder/3rd Party App Rqd*	<u>Above Grade Finished</u>	<u>Below Grade Finished</u>	<u>Nonconform SqFt Fin</u>	
<u>Above Grade Unfin</u>	<u>Below Grade Unfin</u>	<u>Nonconform SqFt UF</u>	<u>SqFt - Source*</u>	
<u>Age</u>	<u>Year Built</u>	<u>Stories</u>	<u>Acres</u>	
<u>Lot SF</u>	<u>Lot SF Source*</u>	<u>Lot Dimensions</u>	Monthly Maintenance*	
<u>Style*</u>	Const Stat*	Builder #	Assumable*	
<u>Sold As-Is*</u>	<u>M Struct Flood Plain*</u>	<u>City Tax</u>	<u>County Tax</u>	
Remarks & Misc				
Public Remarks -				
Agent Notes				

SELLER Initials: _____ / Date: _____ / Time: _____

BROKER Initials: _____ Date: _____ Time: _____

Required Field Field with a list*

Agent Notes Cont'd

Showing Instructions

Showing Instructions

Office Remarks

Seller Opt Out: Seller Directs Listing to be Excluded from Internet Seller Directs Address to be Excluded from Internet Seller Directs Listing to Not Be Used in AVMs on Internet
 Seller Directs Listing to Not Allow Comments on Internet
 Publish this listing to: Zillow

Closets	Basement: 1 to 9 req'd				Utilities: 1 to 5 req'd			
<input type="checkbox"/> Level 1: <input type="checkbox"/> Level 2: <input type="checkbox"/> Level 3: <input type="checkbox"/> Basement:	<input type="checkbox"/> Partially Finished <input type="checkbox"/> Cellar <input type="checkbox"/> None <input type="checkbox"/> Walk-up <input type="checkbox"/> Walkout Part Fin	<input type="checkbox"/> Unfinished <input type="checkbox"/> Finished <input type="checkbox"/> Outside Entry <input type="checkbox"/> Walkout Finished <input type="checkbox"/> Walkout Unfinished	<input type="checkbox"/> Cistern Water <input type="checkbox"/> Fuel Propane <input type="checkbox"/> None <input type="checkbox"/> Public Water <input type="checkbox"/> Well Water	<input type="checkbox"/> Electric <input type="checkbox"/> Fuel:Natural <input type="checkbox"/> Public Sewer <input type="checkbox"/> Septic System <input type="checkbox"/> Other				
Fireplaces	Foundation				Sub/Condo Amenities			
<input type="checkbox"/> Level 1: <input type="checkbox"/> Level 2: <input type="checkbox"/> Level 3: <input type="checkbox"/> Basement:	<input type="checkbox"/> Concrete Blk <input type="checkbox"/> Poured Concrete <input type="checkbox"/> Other	<input type="checkbox"/> Crawl Space <input type="checkbox"/> Slab	<input type="checkbox"/> Additional Strg <input type="checkbox"/> Dock <input type="checkbox"/> Fitness Room <input type="checkbox"/> Golf Course <input type="checkbox"/> Hot Tub <input type="checkbox"/> Laundry Facility <input type="checkbox"/> Marina <input type="checkbox"/> Pets Allowed per Restrictions <input type="checkbox"/> Pool <input type="checkbox"/> Sauna/Steam <input type="checkbox"/> Tennis Court <input type="checkbox"/> FHA Approved as of:	<input type="checkbox"/> Clubhouse <input type="checkbox"/> Elevator <input type="checkbox"/> Gated Community <input type="checkbox"/> Guest Room <input type="checkbox"/> HOA First Right of Refusal <input type="checkbox"/> Laundry Located in Unit <input type="checkbox"/> Other - See Remarks <input type="checkbox"/> Playground <input type="checkbox"/> Rental Allowed <input type="checkbox"/> Secured Bldg				
Building Info	Heating/Cooling: 1 to 6 req'd							
<input type="checkbox"/> Addl Storage <input type="checkbox"/> Building #: <input type="checkbox"/> # Building Floors: <input type="checkbox"/> # Condo Units: <input type="checkbox"/> Location In Building: <input type="checkbox"/> # of Assigned Parking: <input type="checkbox"/> Maintenance Fee:	<input type="checkbox"/> Central Air <input type="checkbox"/> Forced Air Heat <input type="checkbox"/> Gas Heat - Propane <input type="checkbox"/> Gravity Heat <input type="checkbox"/> Radiant Heat <input type="checkbox"/> Window/Wall Unit <input type="checkbox"/> Other	<input type="checkbox"/> Electric Heat <input type="checkbox"/> Gas Heat <input type="checkbox"/> Geo Heat <input type="checkbox"/> Heat Pump <input type="checkbox"/> Steam Heat <input type="checkbox"/> AC: None						
Acreage Info	Garage/Parking: 1 to 18 req'd				Lot Description			
<input type="checkbox"/> Pasture Acres: <input type="checkbox"/> Tillable Acres: <input type="checkbox"/> Timber Acres: <input type="checkbox"/> Lake/Pond:	<input type="checkbox"/> 1 Car Garage <input type="checkbox"/> 2 1/2 Car Garage <input type="checkbox"/> 4 Car Garage <input type="checkbox"/> 6 Car Garage <input type="checkbox"/> 2 Car Carport <input type="checkbox"/> Detached <input type="checkbox"/> Attached <input type="checkbox"/> Entry Rear <input type="checkbox"/> Lower Level <input type="checkbox"/> Street <input type="checkbox"/> Driveway	<input type="checkbox"/> 2 Car Garage <input type="checkbox"/> 3 Car Garage <input type="checkbox"/> 5 Car Garage <input type="checkbox"/> 1 Car Carport <input type="checkbox"/> 3 Car Carport <input type="checkbox"/> Off-Street Parking <input type="checkbox"/> Entry Front <input type="checkbox"/> Entry Side <input type="checkbox"/> No Garage <input type="checkbox"/> See Remarks <input type="checkbox"/> None	<input type="checkbox"/> AddLndAve <input type="checkbox"/> Corner <input type="checkbox"/> Cul De Sac <input type="checkbox"/> Easement <input type="checkbox"/> Golf Course <input type="checkbox"/> Level <input type="checkbox"/> Sidewalk <input type="checkbox"/> Will Divide <input type="checkbox"/> Zero Lot Line	<input type="checkbox"/> Cleared <input type="checkbox"/> Covt/Restr <input type="checkbox"/> DeadEnd <input type="checkbox"/> Flood Insurance Req <input type="checkbox"/> Irregular <input type="checkbox"/> See Remarks <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Wooded				
Construction: 1 to 5 req'd	Exterior							
<input type="checkbox"/> Aluminum <input type="checkbox"/> Brick <input type="checkbox"/> Frame - Wood <input type="checkbox"/> Stone <input type="checkbox"/> Vinyl	<input type="checkbox"/> Block <input type="checkbox"/> Brk/Ven <input type="checkbox"/> Log <input type="checkbox"/> Stucco <input type="checkbox"/> Other/NA	<input type="checkbox"/> Balcony <input type="checkbox"/> Pond <input type="checkbox"/> Handic Prov <input type="checkbox"/> Lake <input type="checkbox"/> Out Buildings <input type="checkbox"/> Pool - Above Ground <input type="checkbox"/> Porch <input type="checkbox"/> Screened in Porch <input type="checkbox"/> Tennis Court	<input type="checkbox"/> Creek <input type="checkbox"/> Deck <input type="checkbox"/> Hot Tub <input type="checkbox"/> None <input type="checkbox"/> Patio <input type="checkbox"/> Pool - In Ground <input type="checkbox"/> Sauna/Steam <input type="checkbox"/> See Remarks <input type="checkbox"/> Tennis Court <input type="checkbox"/> Water Front					
Roof: 1 to 3 req'd								
<input type="checkbox"/> Flat <input type="checkbox"/> Shingle <input type="checkbox"/> Other	<input type="checkbox"/> Metal <input type="checkbox"/> Tile/Slate					Required Field Field with a list*		
Fencing								
<input type="checkbox"/> Brick <input type="checkbox"/> Electric <input type="checkbox"/> Full Fence <input type="checkbox"/> Partial Fence <input type="checkbox"/> SplitRail <input type="checkbox"/> Wood	<input type="checkbox"/> Chain Link <input type="checkbox"/> Farm <input type="checkbox"/> None <input type="checkbox"/> Privacy Fence <input type="checkbox"/> Stone <input type="checkbox"/> Other							

SELLER Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

BROKER Initials: _____ Date: _____ Time: _____

Required Field Field with a list*

+Room Name: Bedroom | Dining Area | Eat in Kitchen | Family Room | Florida Room | Formal Dining | Full Bath | Great Room | Half Bath | Kitchen | Laundry | Living Room | Master Bath | Master Bedroom | Office | Other | Separate Apt. | Study | Exercise Room | Gym | Den | Foyer | Craft/Hobby Room | Sitting Room | Mud Room | Loft | Game Room | Library | Sauna | Breakfast Room | Media Room

SELLER Initials: _____ / Date: _____ / Time _____ /

BROKER Initials: _____ Date: _____ Time: _____

Required Field Field with a list*

Seller

Date

Seller

Date

Listing Broker

Date

PROPERTY ADDRESS:

SELLER'S DISCLOSURE OF PROPERTY CONDITION

This form applies to residential real estate sales and purchases. This form is not required for:

1. Residential purchases of new construction homes if a written warranty is provided;
2. Sales of real estate at auction; or
3. A court supervised foreclosure.

The information in this form is based upon the undersigned's observation and knowledge about the property during the period beginning on the date of his or her purchase of the property on _____, and ending on _____

(Date of purchase)

(Date of this form)

PROPERTY ADDRESS: _____

PURPOSE OF DISCLOSURE FORM: Completion of this form shall satisfy the requirements of KRS 324.360 that mandates the seller's disclosure of information about the property he or she is about to sell. This disclosure is based solely on the seller's observation and knowledge of the property's condition and the improvements thereon. This disclosure form shall not be a warranty by the seller or seller's real estate agent and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architectural, engineering, or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owned the property, the seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential buyer. Unless otherwise advised, the seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. It is not a warranty of any kind by the seller or by any real estate agent representing any seller in this transaction. It is not a substitute for any inspections. The purchaser is encouraged to obtain his or her own professional inspections.

INSTRUCTIONS TO THE SELLER: (1) Complete all numbered items. (2) Report all known conditions affecting the property. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself or sign the authorization at the end of this form to authorize the real estate agent to complete this form on your behalf in accordance with KRS 324.360(9). (5) If some items do not apply to your property, mark "not applicable." (6) If you do not know the answer to a question, mark "unknown."

SELLER'S DISCLOSURE: As seller, I/we disclose the following information regarding the property. This information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes the real estate agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. The following information is not the representation of the real estate agent.

Please answer all questions. If the answer is yes, please explain. If additional space is needed, use the reverse side or make attachments

		N/A	YES	NO	UNKNOWN
1	HOUSE SYSTEMS				
	Any past or current problems affecting				
	(a) Plumbing _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(b) Electrical system _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(c) Appliances _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(d) Floors and walls _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(e) Doors and windows _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(f) Ceiling and attic fans _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(g) Security system _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(h) Sump pump _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(i) Chimneys, fireplaces, inserts _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(j) Pool, hot tub, sauna _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(k) Sprinkler system _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(l) Heating _____ age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(m) Cooling/air conditioning _____ age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(n) Water heater _____ age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Explain: _____				
2	FOUNDATION/STRUCTURE/BASEMENT				
	(a) Any defects or problems, current or past, to the foundation or slab?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(b) Any defects or problems, current or past, to the structure or exterior veneer? Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(c) Has the basement leaked at any time since you have owned or lived at the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(d) When was the last time the basement leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(e) Have you ever had any repairs done to the basement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(f) If you have had basement leaks repaired, when was the repair performed? Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PROPERTY ADDRESS:

(g) If the basement presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.) _____					
(h) Have you experienced, or are you aware of, any water or drainage problems with regard to the crawl space? _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
3	ROOF	N/A	YES	NO	UNKNOWN
(a) Age of the roof covering? _____					
(b) 1. Has the roof leaked at any time since you have owned or lived at the property? _____ <input type="checkbox"/> 2. When was the last time the roof leaked? _____ <input type="checkbox"/>					
(c) 1. Have you ever had any repairs done to the roof? _____ <input type="checkbox"/> 2. If you have ever had the roof repaired, when was the repair performed? _____ <input type="checkbox"/>					
(d) 1. Have you ever had the roof replaced? _____ <input type="checkbox"/> 2. If you have had the roof replaced, when was the replacement performed? _____ <input type="checkbox"/>					
(e) If the roof presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.) _____ <input type="checkbox"/>					
(f) 1. Have you ever had roof repairs that involved placing shingles on the roof instead of replacing the entire roof covering? _____ <input type="checkbox"/> 2. If yes, when was the repair performed? _____ Explain: _____					
4	LAND/DRAINAGE	N/A	YES	NO	UNKNOWN
(a) Any soil stability problems? _____ <input type="checkbox"/>					
(b) Has the property ever had a drainage, flooding, or grading problem? _____ <input type="checkbox"/>					
(c) Is the residence located within a Special Flood Hazard Area (SFHA) mandating the purchase of flood insurance for federally backed mortgages? _____ <input type="checkbox"/> If yes, what is the flood zone? _____					
(d) Is there a retention/detention basin, pond, lake, creek, spring, or water shed on or adjoining this property? _____ <input type="checkbox"/> Explain: _____					
5	BOUNDARIES	N/A	YES	NO	UNKNOWN
(a) 1. Have you ever received a staked or pinned survey of the property? _____ <input type="checkbox"/> 2. Are the boundaries marked in any way? _____ <input type="checkbox"/> 3. Do you know the boundaries? If yes, provide description below _____ <input type="checkbox"/> Explain: _____					
(b) Are there any encroachments or unrecorded easements relating to the property of which you are aware? _____ <input type="checkbox"/> Explain: _____					
6	WATER	N/A	YES	NO	UNKNOWN
(a) 1. Source of water supply _____ 2. Are you aware of below normal water supply or water pressure? _____ <input type="checkbox"/>					
(b) Is there a water purification system or softener remaining with the house? _____ <input type="checkbox"/>					
(c) Has your water ever been tested? If yes, provide results below _____ Explain: _____					
7	SEWER SYSTEM	N/A	YES	NO	UNKNOWN
(a) Property is serviced by 1. Category I. Public Municipal Treatment Facility _____ <input type="checkbox"/> 2. Category II. Private Treatment Facility _____ <input type="checkbox"/> 3. Category III. Subdivision Package Plant _____ <input type="checkbox"/> 4. Category IV. Single Home Aerobic Treatment System ("Home Package Plant") _____ <input type="checkbox"/> 5. Category V. Septic Tank with drain field, lagoon, wetland, other onsite dispersal _____ <input type="checkbox"/> 6. Category VI. Septic Tank with dispersal to an offsite, multi-property cluster treatment system _____ <input type="checkbox"/> 7. Category VII. No Treatment/Unknown _____ <input type="checkbox"/> Name of Servicer (if known): _____ <input type="checkbox"/>					
(b) For properties with Category IV, V, or VI systems: Date of last inspection (sewer): _____ Date of last inspection (septic): _____ Date last cleaned (septic): _____					
(c) Are you aware of any problems with the sewer system? _____ Explain: _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					

PROPERTY ADDRESS:

8	CONSTRUCTION/REMODELING	N/A	YES	NO	UNKNOWN
	(a) Have there been any additions, structural modifications, or other alterations made? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(b) Were all necessary permits and government approvals obtained? _____ Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	HOMEOWNER'S ASSOCIATION	N/A	YES	NO	UNKNOWN
	(a) 1. Is the property subject to rules or regulations of a homeowner's association? _____ 2. If yes, what is the yearly assessment? \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3. Homeowner's Association Name: _____ HOA Primary Contact Name: _____ HOA Primary Contact Phone No. _____				
	(b) Are you aware of any condition that may result in an increase in taxes or assessments? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(c) Are any features of the property shared in common with adjoining landowners such as: walls, fences, driveways, etc? _____ Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	MISCELLANEOUS	N/A	YES	NO	UNKNOWN
	(a) Was this house built before 1978? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(b) Are you aware of any use of urea formaldehyde, asbestos materials, or lead based paint in or on this home? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(c) 1. Are you aware of any testing for radon gas? _____ 2. Results, if tested _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(d) Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns or abandoned wells on the property? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(e) Are there any other environmental hazards known to seller? (e.g., carbon monoxide, hazardous waste, water contamination or methamphetamine contamination) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

METHAMPHETAMINE CONTAMINATION DISCLOSURE REQUIREMENT

A property owner who chooses NOT to decontaminate a property used in the production of methamphetamine MUST make written disclosure of methamphetamine contamination pursuant to KRS 224.1-410(10) and 902 KAR 47:200. Failure to properly disclose methamphetamine contamination is a Class D Felony under KRS 224.99-010.

- (f) Are you aware of any present or past wood infestation (e.g., termites, borers, carpenter ants, fungi, etc.)? _____
- (g) Are you aware of any damage due to wood infestation? _____
- (h) 1. Has the house or other improvements ever been treated for wood infestation? _____
2. If yes, when, by whom, and any warranties?
 - (i) Are you aware of any existing or threatened legal action affecting this property? _____
 - (j) Are there any assessments other than property assessments that apply to this property (e.g., sewer assessments)? _____
 - (k) Are you aware of any violations of local, state, or federal laws, codes, or ordinances relating to this property? _____
 - (l) Are you aware of any other conditions that are defective with regard to this property? _____
 - (m) Are there any environmental hazards known to seller? E.g., methamphetamine contamination? _____
 - (n) Are there any warranties to be passed on? _____
 - (o) Has this house ever been damaged by fire or other disaster (e.g., tornado, hail, etc.)? _____
If yes, please explain: _____
 - (p) Are you aware of the existence of mold or other fungi on the property? _____
 - (q) Has this house ever had pets living in it? _____
If yes, Explain _____
 - (r) Is the property in a historic district? _____

PROPERTY ADDRESS:

SPACE FOR ADDITIONAL INFORMATION

Seller states that the information contained in this Disclosure of Property Condition Form is complete and accurate to the best of his/her/their knowledge and belief. **Seller agrees to immediately notify Buyer of any changes that may become known to Seller prior to closing by providing a written addendum hereto.**

Seller _____ Date _____ Seller _____ Date

THE REAL ESTATE AGENT NAMED HERE, HAS BEEN REQUESTED BY THE OWNER TO COMPLETE THIS FORM AND HAS DONE SO. SELLER HEREBY AGREES TO HOLD HARMLESS THE NAMED REAL ESTATE AGENT FOR ANY REPRESENTATIONS THAT APPEAR ON THIS FORM IN ACCORDANCE WITH KRS 324.360(9).

Seller: _____ Date: _____

THE SELLER REFUSES TO COMPLETE THIS FORM AND ACKNOWLEDGES THAT THE REAL ESTATE AGENT SHALL SO INFORM THE BUYER.

Seller: _____
Date: _____

Seller: _____
Date: _____

THE SELLER HAS REFUSED TO COMPLETE THIS FORM AND HAS REFUSED TO ACKNOWLEDGE HIS FAILURE TO COMPLETE THE FORM

Broker/Real estate agent: _____ Date: _____

THE BUYER ACKNOWLEDGES RECEIPT OF THIS FORM.

Buyer _____ Date _____ Buyer _____ Date

THIS FORM PROVIDES THE MINIMUM DISCLOSURES REQUIRED BY LAW. SELLER MAY DISCLOSE ADDITIONAL INFORMATION NOT REQUESTED ON THIS FORM AND MAY RESPOND TO ADDITIONAL INQUIRIES OF THE BUYER.

Seller's Lead Based Paint Acknowledgement Form

(only for homes built before 1978)

I, _____, do hereby acknowledge receipt of a copy of the EPA's booklet entitled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

I understand the home I am selling may contain lead based paint. As of April 22, 2010, federal law requires contractors who disturb more than 6 square feet of interior space or more than 20 square feet of exterior space to be certified and follow specific work practices to prevent lead contamination if the area disturbed in fact contains lead based paint.

The new EPA rules allow me to perform any work in my house if I am an owner occupant without following the same specific work practices as a certified contractor would be required to follow. However, I have been advised against performing such work myself due to an increase in my liability in the event of lead contamination by the purchaser and/or his/her/their children or guests.

Therefore, any work the purchaser asks to have performed or any work I have performed on the home may be more expensive if the home has based lead paint.

I understand the federal law relating to lead based paint, the risks associated with lead based paint, and the risks associated with performing repairs to a home containing lead based paint. I agree to hold harmless and indemnify _____ (REALTOR) and Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS from any and all loss, damage, or liability associated with the sale of this home as it relates to lead based paint.

Seller

Seller

Date: _____



GREATER LOUISVILLE ASSOCIATION OF REALTORS®, INC.
ATTACHMENT TO RESIDENTIAL SALES CONTRACT



(Seller) and _____ (Buyer)

for Property at _____

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.

Sellers 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 purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint in the housing.

Buyer's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.

_____ (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct risk assessment or inspection of the presence of lead-based paint 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 (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Broker Agent has advised Seller of Seller's obligation under the law to complete this form and Seller has refused to do so.

Seller _____ Date / / Buyer _____ Date / /

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 _____ Date / / Agent _____ Date / /



BERKSHIRE HATHAWAY
HomeServices
Parks & Weisberg, Realtors®

Home Warranty Acknowledgment

I/We have been advised by our REALTOR that there is an available insurance policy (home warranty) to cover the major mechanical components of the home during the listing period and for one year after closing.

I/We agree to purchase a basic home warranty at a cost of _____ to be paid at closing with a service fee of _____ to be paid at the time of any claim and service call. **Circle Preferred Warranty.** Additional coverage is available to the buyer at the time of closing. Or as negotiated in an offer to purchase.

I/We accept the additional Seller heat and air Coverage with an additional fee of _____ to be charged at closing to the seller. Coverage is available during the listing period until closing.

I/We have reviewed the Home Warranty plan and **decline coverage**. I/we agree to hold the real estate broker and real estate professional harmless in the event of a subsequent mechanical failure which would have been covered under a warranty.

For more information about the available home warranties, please view the following websites. Other warranties may be available.

www.onlineHSA.com

www.2-10.com

www.FirstAm.com/warranty

Signature

Date

Signature

Date

Property Address

Estimate of Net Proceeds

Property Address: _____



Sellers Credits

Sale Price _____

Other _____

- ~ Property tax/ HOA proration
- ~ Homeowner's insurance refund (prorated)
- ~ Escrow account refund

Total Sellers Credits _____

Sellers Costs

First loan payoff _____
Loan interest Second
loan payoff _____
Settlement agent fee _____
Deed Prep Fee _____
Misc. settlement/
closing fees _____
Transfer tax _____
Inspections _____
Real estate brokerage fee _____
Home Warranty _____
Closing costs/ prepaids to borrower _____
Repairs _____
Tax Prorations _____
Other _____
~ Other liens and encumbrances _____

Total Seller Costs _____

Estimated Net Proceeds

Prepared for: _____

Prepared by: _____

Date: _____

Above costs and credits are estimates. Actual costs and credits will vary.

Seller Signature _____



BERKSHIRE HATHAWAY
HomeServices
Parks & Weisberg, Realtors®

Anti-Fraud Disclosure Statement

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, SOCIAL SECURITY NUMBERS AND MORTGAGE ACCOUNT NUMBERS BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.

If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BERKSHIRE HATHAWAY HOMESERVICES PARKS & WEISBERG, REALTORS, *do not respond* to it and immediately contact Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS. Such requests, even if they may otherwise appear to be from Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS, are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime.

To notify Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS of suspected fraud related to your real estate transaction, contact our fraud email at fraud@bhspw.com or call 502-419-7496.

Please provide a secure password that you will remember to access encrypted emails _____

Signature

Date

Signature

Date



BERKSHIRE HATHAWAY HomeServices Parks & Weisberg, Realtors®

Your Privacy is Important to Us

1. We keep your private information private. We do not disclose any non-public information about our customers or former customers to anyone, except as permitted by law.
2. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products and services to you. You hereby authorize Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS to disclose to affiliated and non-affiliated third parties information necessary to complete the transaction (i.e., loan number, social security number, date of birth, address).

Our Disclosure

1. No mortgage lender is allowed to provide information about buyer's loan or credit history to any third party. Therefore, it is necessary to give consent to the mortgage lender to give information to your agent, a trained real estate professional. This includes any information concerning your personal history as well as conversations that will take place and information your loan is approved.

Consent

2. I/we hereby give full consent to _____ to share information regarding my/our loan to our real estate agent _____ of Berkshire Hathaway HomeServices Parks & Weisberg, REALTORS. I/we acknowledge and understand that my /our consent allows you, the mortgage lender designated above, to share all information with my agent and that partial consent is not allowed under the privacy provisions of the Gramme Leach Bliley Act.

Acknowledgment Receipt

1. I/we acknowledge receipt of "What Kentucky's Fair Housing Law Means" brochure.

Client

Date

Client

Date



What Kentucky's Fair Housing Law Means

Rights and responsibilities of property managers, owners, and housing customers under the Kentucky Civil Rights Act

KENTUCKY Commission on Human Rights

WHAT HOUSING IS COVERED

Real property, (home, apartments, lots, etc.) rented or sold, whether by or through a real estate broker, sales agent or operator, or directly by the owner.

EXEMPTIONS INCLUDE:

The rental of an owner-occupied duplex or one room in a private home; the sale of property without help from a real estate dealer and without public advertising; and rental of church-owned housing to the extent of giving preference to those of that religion.

Refusal to rent on the basis of sex if:

- ◆ A single sex dormitory; the landlord chooses not to rent to unmarried couples; or the landlord rents fewer than 10 units or to fewer than 10 persons in an owner-occupied facility; it can be demonstrated that gender-based exclusions are necessary for reason of personal modesty or privacy.

Refusal to rent on the basis of familial status if:

- ◆ Housing is intended as housing for older persons: occupants 62 years of age or older; or 80 percent of all units in the facility have occupants 55 years of age or older and special services for older persons are provided.

WHO IS COVERED

- *Real estate operators, brokers and agents
- *Savings & loan associations, mortgage lenders, banks, or other financial institutions
- *Apartment house agents
- *Rental agents
- *Builders, contractors and developers
- *Owners of building lots
- *Advertising media
- *Home owners advertising and selling their own home
- *Multiple listing services/ real estate related organizations
- *Insurers and agents

EQUAL HOUSING OPPORTUNITIES

- ◆ With the passage of the Fair Housing Law in 1968, Kentucky established a public policy of encouraging fair treatment and equal housing opportunities for all persons, regardless of race, color, religion or national origin.
- ◆ The General Assembly said that discrimination against an individual represents an affront to the dignity of the individual against whom it is directed, intensifies group conflicts, and is detrimental to the public health, safety and welfare.

- ◆ In 1972, the General Assembly broadened this law by eliminating all major exemptions and thus covering virtually all housing in Kentucky. Discrimination in the public sale or rental of an individual home by the owner was prohibited. In 1980, the General Assembly again broadened the law to prohibit sex discrimination in housing.

- ◆ In 1992, the General Assembly expanded the law to prohibit familial status and disability discrimination in housing.

- ◆ The Kentucky Fair Housing Act provides equal opportunity to all who buy, sell, rent, finance or insure housing. It expands the real estate market by making all housing and property available to all Kentuckians. It protects the individual's basic right to choose where to live.

- ◆ KCHR regulations require this notice be provided to owners and customers at the time of sale, purchase, rental or financing of property.

ENFORCEMENT The Kentucky Commission on Human Rights (KCHR):

- ◆ Receives complaints which must be filed within one year of the alleged discrimination.
- ◆ Investigates the complaints and determines whether discrimination has occurred.
- ◆ Attempts to eliminate discriminatory acts through conference, persuasion and conciliation.
- ◆ Enters into conciliation agreements which are enforceable in court.
- ◆ Holds public hearings on complaints where discrimination has occurred if conciliation attempts fail.
- ◆ Issues court-enforceable cease and desist and affirmative action orders.
- ◆ Assesses damages and/or civil penalties when appropriate.

COMPLAINTS

If you believe you have been discriminated against on the basis of race, sex, color, religion, national origin, familial status or disability:

1. Keep copies of advertisements, letters or other relevant information.
2. Record your experiences. Write down names of individuals involved, all significant conversation and any incidents that may indicate discrimination.
3. Contact the offices of the Kentucky Commission on Human Rights.

6923832422

7001420036

Incidents of discriminatory treatment or attempts to promote panic-selling should be reported to KCHR.

WHAT THE LAW PROHIBITS:

Kentucky's Fair Housing Law forbids discrimination in housing because of a person's race, color, religion, national origin, sex, disability, or familial status. It also forbids retaliation.

It is unlawful for a real estate operator, broker, or sales agent:

- ◆ To refuse to sell, rent, lease or exchange real property for discriminatory reasons.
- ◆ To refuse to receive or transmit good faith offers to purchase or rent.
- ◆ To deny any services or facilities relating to real property transactions.
- ◆ To represent that real property is not available for inspection, sale or rental when in fact it is.
- ◆ To retain a listing with the understanding that the seller plans to discriminate.
- ◆ To discriminate in the terms or conditions of sale or rental.
- ◆ To engage in the tactics and practices of panic-selling; to represent that the racial composition of a neighborhood may change or that property values may lower; or make similar false and misleading statements.

It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any housing rights.

It is unlawful for a financial institution:

- ◆ To discriminate in the granting, rates, terms, conditions or services of financial assistance in real estate transactions.
- ◆ To discriminate in the making or purchasing of loans.

It is unlawful for an insurance agent:

- ◆ To discriminate in terms, conditions, or privileges of insurance against hazards to a housing accommodation.

It is unlawful for a multiple listing service/real estate organization:

- ◆ To deny access or restrict membership or participation for discriminatory reasons.

Kentucky Commission on Human Rights

Heyburn Building, Suite 700
332 West Broadway
Louisville, KY 40202
(502) 595-4024
Fax: (502) 595-4801

Email: kchr.mail@ky.gov

Website: www.state.ky.us/agencies2/kchr

Toll Free Statewide
In Kentucky
(800) 292-5566

TDD Lines
(502) 595-4084
Kentucky Relay Service
(800) 648-6056 (tty/tdd)

Field Office
Northern Kentucky Field Office
City Building, Suite 401
636 Madison
Covington, KY 41011
(859) 292-2935
Fax: (859) 292-2938

The Kentucky Commission on Human Rights affords all persons equal employment opportunity and equal access to services without regard to race, color, national origin, disability, age, sex, or religion.



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Smoke Detector Affidavit

For property located in Jefferson County, Seller understands that Seller will be required to sign at closing an affidavit certifying compliance with Louisville & Jefferson County Metro Area Government Ordinance #69 Series 200, and any changes thereto. This ordinance requires installation of smoke detectors powered by hard line AC primary power source or self-monitored, non-removable lithium batteries. Seller shall comply with said ordinance prior to closing and sign the required affidavit at closing.

Property Address _____

Initial/date Seller has complied with Jefferson County's smoke detector ordinance

and _____ hard wired / lithium battery smoke detectors are present in the property.

Initial/date Seller intends to comply with Jefferson County's smoke detector ordinance and _____ hard wired / lithium battery smoke detectors will be installed in the property prior to closing.

Seller _____
Sign/date

Seller _____
Sign/date