



LAW OFFICES OF AARON I KATSMAN, P.C.
IOLA ACCOUNT
70 E. SUNRISE HWY STE 608
VALLEY STREAM, NY 11581-1106
(516) 295-9680

Citibank, N.A. BR. #219
Hewlett, NY 11557

62398

1-8/210

8/26/2020

PAY TO THE
ORDER OF

Premium Realty

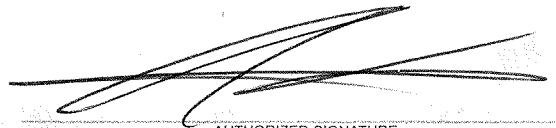
\$ **4,770.00

Four Thousand Seven Hundred Seventy and 00/100***** DOLLARS

MEMO

Vargas Purch 1




AUTHORIZED SIGNATURE

MP

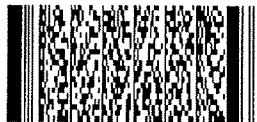
⑈062398⑈ ⑆021000089⑆ 4976072928⑈

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information	Loan Information
Date Issued	08/25/2020	Borrower	Orlando Vargas
Closing Date	08/25/2020		2211 New Haven Ave Apt5L
Disbursement Date	08/25/2020		Far Rockaway, NY 11691
Settlement Agent	Ackerman Law, PLLC	Seller	Maurice Goldneer
File #	SANDS-37609-Q		212 Beach 27TH
Property	212 Beach 27TH	Lender	Far Rockaway, NY 11691
	Far Rockaway, NY 11691		PLAZA HOME MORTGAGE INC
Sale Price	\$318,000		Loan ID # 2420070015
			MIC #

Loan Terms		Can this amount increase after closing?
Loan Amount	\$218,000	NO
Interest Rate	3.375%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$963.77	NO
Prepayment Penalty	Does the loan have these features? NO	
Balloon Payment	NO	
Projected Payments		
Payment Calculation	Years 1-30	
Principal & Interest	\$963.77	
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase over time</i>	+	408.20
Estimated Total Monthly Payment	\$1,371.97	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$408.20 a month	<div>This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></div> <div>In escrow? YES YES</div>
Costs at Closing		
Closing Costs	\$14,086.01	Includes \$3,365.54 in Loan Costs + \$10,720.47 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$100,300.67	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>



Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid By Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges			\$575.20			
0.264% of Loan Amount (Points)	to Plaza Home Mortgage Inc.	\$575.20				
Mortgage Broker Fee Indirect	to Prudential Borrowing, LLC.					(L) \$5,995.00
B. Services Borrower Did Not Shop For			\$19.00			
Credit Report Fee	to CIC	\$19.00				
C. Services Borrower Did Shop For			\$2,771.34			
Title - Abstract/Title Search	to Sands Abstract, LLC.	\$978.34				
Title - Endorsements	to Sands Abstract, LLC.	\$289.00				
Title - Lender's Title Insurance	to Sands Abstract, LLC.	\$309.00				
Title - Settlement or Closing Fee	to Ackerman Law, PLLC.	\$1,195.00				
D. TOTAL LOAN COSTS (Borrower-Paid)			\$3,365.54			
Loan Costs Subtotals (A + B + C)			\$3,365.54			
Other Costs						
E. Taxes and Other Government Fees			\$4,344.00			
Recording Fees	Deed: \$225.00 Mortgage: \$225.00	\$450.00				
City Transfer Tax	to Queens County Clerk of the Circuit Cou	\$2,180.00				
NY Mortgage Tax	to Queens County Clerk of the Circuit Cou					(L) \$545.00
State Transfer Tax	to Queens County Clerk of the Circuit Cou	\$1,714.00				
F. Prepays			\$3,731.70			
Homeowner's Insurance Premium (12 mo.) to Velocity			\$1,278.00			
Mortgage Insurance Premium (mo.)						
Prepaid Interest (\$20.16 per day from 8/25/20 to 9/1/20)		\$141.10				
Property Taxes (3 mo.) to Far Rockaway Tax Collector		\$216.26				
Flood Insurance Premium (12 mo.) to LLOYDS OF LONDON			\$2,096.34			
G. Initial Escrow Payment at Closing			\$1,251.77			
Homeowner's Insurance	\$106.50 per month for 5 mo.	\$532.50				
Mortgage Insurance	per month for mo.					
Property Taxes	\$127.00 per month for 2 mo.	\$254.00				
Flood Insurance Reserve	\$174.70 per month for 5 mo.	\$873.50				
Aggregate Adjustment			\$-408.23			
H. Other			\$1,393.00			
Title-Owner's Title Ins (Optional)	to Sands Abstract, LLC.	\$1,393.00				
I. TOTAL OTHER COSTS (Borrower-Paid)			\$10,720.47			
Other Costs Subtotals (E + F + G + H)			\$7,346.13	\$3,374.34		
J. TOTAL CLOSING COSTS (Borrower-Paid)			\$14,086.01			
Closing Costs Subtotals (D + I)			\$10,711.67	\$3,374.34		\$6,540.00
Lender Credits						

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$15,985.00	\$14,086.01	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	-\$3,374.34	YES • You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$100,000.00	\$100,000.00	NO
Deposit	\$0	-\$10,000.00	YES • You increased this payment. See Deposit in Section L.
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	\$0	-\$411.00	YES • See details in Sections K and L
Cash to Close	\$115,985.00	\$100,300.67	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$328,800.67
Sale Price of Property	\$318,000.00
Sale Price of Any Personal Property Included in Sale	
Closing Costs Paid at Closing (J)	\$10,711.67

Adjustments**Adjustments for Items Paid by Seller in Advance**

City/Town Taxes	08/25/20 to 09/30/20	\$89.00
County Taxes	to	
Assessments	to	

L. Paid Already by or on Behalf of Borrower at Closing	\$228,500.00
Deposit	\$10,000.00
Loan Amount	\$218,000.00
Existing Loan(s) Assumed or Taken Subject to	

Seller Credit**Other Credits****Adjustments**

PCDA	\$500.00
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Adjustments for Items Unpaid by Seller

City/Town Taxes	to	
County Taxes	to	
Assessments	to	

CALCULATION

Total Due from Borrower at Closing (K)	\$328,800.67
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$228,500.00
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$100,300.67

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$318,000.00
Sale Price of Property	\$318,000.00
Sale Price of Any Personal Property Included in Sale	

Adjustments for Items Paid by Seller in Advance

City/Town Taxes	to	
County Taxes	to	
Assessments	to	

N. Due from Seller at Closing	\$0
--------------------------------------	------------

Excess Deposit	
Closing Costs Paid at Closing (J)	
Existing Loan(s) Assumed or Taken Subject to	
Payoff of First Mortgage Loan	
Payoff of Second Mortgage Loan	

Seller Credit**Adjustments for Items Unpaid by Seller**

City/Town Taxes	to	
County Taxes	to	
Assessments	to	

CALCULATION

Total Due to Seller at Closing (M)	\$318,000.00
Total Due from Seller at Closing (N)	\$0
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$318,000.00

Additional Information About This Loan

Loan Disclosures

Assumption

- if you sell or transfer this property to another person, your lender
- ☐ will allow, under certain conditions, this person to assume this loan on the original terms.
 - ☒ will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- ☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- ☒ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 2% of the overdue monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☒ do not have a negative amortization feature.

Partial Payments

Your lender

- ☐ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- ☒ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- ☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
212 Beach 27TH, Far Rockaway, NY 11691

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- ☒ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow

Escrowed Property Costs over Year 1	\$4,898.40	Estimated total amount over year 1 for your escrowed property costs: Hazard Insurance Reserve City/Township Property Tax Reserves Flood Insurance Reserve
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	\$1,251.77	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$408.20	The amount included in your total monthly payment.

- ☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$350,463.89
Finance Charge. The dollar amount the loan will cost you.	\$130,868.55
Amount Financed. The loan amount available after paying your upfront finance charge.	\$216,088.70
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	3.44%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	59.219%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures**Appraisal**

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- ☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- ☐ state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	PLAZA HOME MORTGAGE INC	PRUDENTIAL BORROWING, LLC	Exit REalty First Choice	Premium REalty Group	Ackerman Law, PLLC
Address	4655 SALISBURY RD, STE 250 JACKSONVILLE, FL 32256	450 SUNRISE HWY ROCKVILLE CENTRE, NY 11570	18032 Union Turnpike Fresh Meadows, NY 11366	450 Sunrise Hay Rockville Centre, NY 11570	6901 Jericho Turnpike, Suite 211 Syosset, NY 11791
NMLS ID	2113	130221			
NY License ID			109925093	10401294738	
Contact	Amy De Yampert	ERIC FORTE	Romad Davydov	Lorena Moncayo	Ackerman
Contact NMLS ID		50595			
Contact NY License ID			494DA1128510	10401319654	
Email	TRIDJax@PlazaHomeMortgage.com	EFORTE@PRUDENTIALB.COM	exitbryoman@gmail.com	lorenamoncayo.realtor@gmail.com	closings@ackermanlawyers.com
Phone	(904) 332-6380	(516) 280-7460	(718) 380-2500	(516) 280-7457	(516) 877-1500

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Orlando Vargas 8/25/2020
Orlando Vargas Date

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- ☒ 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.
☐ 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 paint hazards in the housing (list documents below).

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

Purchaser's Acknowledgment (initial)

- ☒ Purchaser has received copies of all information listed above.
☒ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
☒ Purchaser has (check one below):
☐ Received a 10-day opportunity (or annually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- ☒ 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.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Maurice A. Goldmeier 7/7/20
Seller
Maurice A. Goldmeier

[Signature] 7/7/20
Agent
Date

Orlando Vargas 7/7/20
Purchaser
Orlando Vargas

THIS IS A LEGALLY ENFORCEABLE CONTRACT. YOU SHOULD CONSIDER WHETHER YOU WISH TO CONSULT YOUR ATTORNEY PRIOR TO SIGNING THE SAME.



"THE RATE OR AMOUNT OF COMMISSION CHARGED FOR THE SALE, EASE, APPRAISAL OR MANAGEMENT OF REAL ESTATE SHALL BE NEGOTIATED BETWEEN EACH MEMBER OF LIBOR AND HIS CLIENT"

SALES AGREEMENT

Date 06/26/2020

PURCHASER:

SELLER:

Orlando Vargas

(name)

(name)

(name)

(name)

2211 New Haven Ave Apt5L, Far Rockaway

(address)

(address)

The undersigned buyer hereby offers to purchase the real property owned by the seller and located at _____

212 27Th

Far Rockaway

NY

11691

on the

following terms and conditions:

TERMS AND CONDITIONS

This Offer includes a 2% Commission *Did not accept 1.5* *Roman*

1. Purchase Price	\$ <u>318,000.00</u>
2. Good faith deposit	\$ <u>10,000.00</u>
3. Down payment payable on Formal Contract (including above deposit)	\$ <u>10,000.00</u>
4. Subject to (existing) or (new) mortgage	\$ <u>218,000.00</u>
5. Cash on closing	\$ <u>90,000.00</u>
TOTAL	\$ <u>318,000.00</u>

It is further understood and agreed that if this offer is not accepted by the seller in writing that the above good faith deposit will be totally refunded to the buyer. IN THE EVENT, HOWEVER, THE SELLER DOES ACCEPT THIS OFFER IN WRITING THEN SAID GOOD FAITH DEPOSIT WILL BE DELIVERED TO THE SELLER AND BUYER WILL PROCEED TO COMPLETE THE TRANSACTION IN ACCORDANCE WITH THIS PURCHASE AGREEMENT.

FINANCING

A. This sale is subject to and conditioned upon the buyer obtaining a (variable rate) (fixed rate) mortgage in the amount of \$ with interest at prevailing rate amortized over a period of not less than 30 years. Buyer understands that he/she/they is/are obligated to make a good faith effort to obtain such financing.

B. This sale is subject to existing (variable rate) (fixed) mortgage held by TBD which presently bears interest at TBD % per annum. The present monthly payment is \$ _____ which includes (taxes) (insurance). The final payment is due _____. The mortgage commitment is to be obtained within 15 days from the date hereof or the date of a formal contract whichever is later. A formal contract is to be signed by the parties on or about 07/01/2020.

PERSONAL PROPERTY

The following personal property is included in the sale and is represented by seller to be in working order.

Exclusions are: **2% Commission**

CLOSING

The balance of the purchase price will be delivered by the buyer to the seller at the date of closing which will take place on or about

08/01/2020

at Attorney's Office

LEAD HAZARD CONTINGENCY

This agreement is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards¹ at the Purchaser's expense until 9:00 p.m. on the tenth calendar day after ratification or a date mutually agreed upon. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 3 days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have 2 days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause. ¹Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.

ARBITRATION

Any dispute in which a real estate broker is claiming a commission from a party hereto as a result of the transaction set forth in this agreement and where the dispute involves a sum of money more than \$6,000 shall be resolved by arbitration before one single arbitrator. The arbitration shall be held in the county in which the real estate which is the subject matter of this agreement is located. The arbitration shall be governed by the commercial rules of the National Arbitration and Mediation. The prevailing party in the arbitration shall be entitled to recoup all of its cost including, but not limited to, all fees paid to the National Arbitration and Mediation, the arbitrator, any other administrative fees and reasonable attorneys fees. Any Award of the Arbitrator shall be final and conclusive upon the parties hereto and a Judgment thereon may be entered in the highest court of the State of New York having jurisdiction. Nothing herein contained shall prevent a broker from commencing an action at law or equity where such action is necessary for the broker to obtain injunctive or other temporary relief such as the relief provided in CPLR §2701.

COMPLETE AGREEMENT

Buyer and Seller acknowledge and agree that no representations, warranties or agreements have been made with respect to the premises or the purchase price hereof other than those set forth in the agreement. Buyer and Seller further agree that this agreement cannot be changed or modified in any way except by writing signed by both buyer and seller.

LEAD PAINT DISCLOSURE CONTINGENCY

This agreement obligates the parties to sell and purchase the real property described herein if as and when the purchaser has received the Lead Paint Hazard Disclosures required by the Residential Lead Based Paint Hazard Reduction Act of 1992 and the purchaser and seller have agreed to perform under the terms hereof or any other terms and conditions subsequently negotiated.

ATTORNEYS APPROVAL CLAUSE

This agreement is contingent upon purchaser and seller obtaining approval of this agreement by their attorney as to all matters contained therein. This contingency shall be deemed waived unless purchaser's or seller's attorney on behalf of their client notifies the broker in writing, of their disapproval of the agreement no later than 3 business days after full execution hereof. If purchaser's or seller's attorney so notifies, then this agreement shall be deemed canceled, null and void, and all deposits shall be returned in full to the purchaser.


Orlando Vargas

Purchaser(s)

Broker **Premium Group Realty Corp**

Attorney for Purchaser: **Anna Rovenskaya, Katsman Law**
70 E Sunrise Hwy, Valley Stream NY 115
(address)

AnnaR@Katsmanlaw.com

Tel No: **516-295-9680**

Standard Sales Binder Form 400

Approved by Long Island Board of Realtors, Inc.

Owner/Seller(s)

Lorena I Moncayo

Attorney for Seller:

(address)

Tel No:

Form 400 2/97

Form 400 2 of 2



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Lorena I Moncayo of Premium Group Realty Corp
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☐ Seller's Agent

☐ Broker's Agent

☐ Buyer as a (check relationship below)

☒ Buyer's Agent

☐ Broker's Agent

☐ Dual Agent

☐ Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) Orlando Vargas acknowledge receipt of a copy of this disclosure form:

Signature of ☒ Buyer(s) and/or ☐ Seller(s):

Orlando Vargas
Orlando Vargas

Date: 6/26/2020

Date: _____