



# 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

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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 Adriana Pilla of Premier 6 Realty  
(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) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

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

Michelle Lemus  
Chloe

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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 06/27/2020

PURCHASER:

SELLER:

Michelle Lemus

(name)

Asset

(name)

Omar A Lemus

(name)

(name)

2301 Kings Highway, Apto 4D Brooklyn Ny, 11229

(address)

(address)

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

97 Harris Avenue

Freeport

NY

11520

on the

following terms and conditions:

### TERMS AND CONDITIONS

1. Purchase Price	\$ <u>425,000.00</u>
2. Good faith deposit	\$ _____
3. Down payment payable on Formal Contract (including above deposit)	\$ <u>42,500.00</u>
4. Subject to (existing) or (new) mortgage	\$ <u>382,500.00</u>
5. Cash on closing	\$ _____
TOTAL	\$ <u>425,000.00</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 tbd. The mortgage commitment is to be obtained within 45 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 asap.

### PERSONAL PROPERTY

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

Exclusions are:

### 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

asap at tbd.

Form 400 1 of 2



# SALES - DISCLOSURE FOR PRE-1978 HOUSING SALES DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Seller's Name: \_\_\_\_\_ Asset \_\_\_\_\_ Property Address: \_\_\_\_\_ 97 Harris Avenue  
City/State/Zip/Phone: \_\_\_\_\_ Freeport NY 11520

## Lead Warning Statement

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

## Seller's Disclosure (initial)

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_
- ☒ Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.
- \_\_\_\_\_ (b) Records and Reports available to the seller (check one below):
- ☐ Seller has provided the 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 Acknowledgement (initial)

- ML (c) Purchaser has received copies of all information listed above.
- ML (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- ML (e) Purchaser has (check one below):
- ☐ Received a 10-day opportunity (or mutually 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 Acknowledgement (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.

## 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: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
Asset \_\_\_\_\_  
Purchaser: Michelle Lemus Date: 1/14/2021 Purchaser: Omar A Lemus Date: 1/14/2021  
Michelle Lemus  
Agent: \_\_\_\_\_ Date: \_\_\_\_\_ Agent: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank E Schiele Adriana M Pinilla