



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 Irving Jaquez of Premium Group 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) PS1946 Properties LLC acknowledge receipt of a copy of this disclosure form:

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



Date: _____

Date: _____

EXCLUSIVE RIGHT TO SELL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT ("AGREEMENT"). IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

I/WE PS1946 Properties LLC ("OWNER") the OWNER of property located at 28 Pickwick Drive, Old Bethpage, NY 11804 ("PROPERTY") do hereby give you, Premium Group Realty ("LISTING BROKER") the exclusive right to sell the PROPERTY for \$ 1,500,000 677,221 from 12:01 A.M. on / / 20 until 11:59 P.M. on / / 20 ("LISTING PERIOD") and to make an offer of compensation to all participants of the OneKey Multiple Listing Service, LLC (OneKey MLS) authorized under law to receive a commission. OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

Further, OWNER and LISTING BROKER agree that no marketing, promotion, sales activity, or showing of the PROPERTY shall take place until the LISTING CONTENT is entered into the OneKey MLS system and made available to other OneKey Participants on (insert date).

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the OWNER and OneKey MLS and/or any REALTOR® Associations nor has OneKey MLS and/or any REALTOR® Associations in any way participated in any of the terms of this AGREEMENT, including the commission to be paid.

COMPENSATION

1. The OWNER hereby agrees to pay the LISTING BROKER a total commission in the amount of 4 % of the selling price or \$.

Owner also agrees that said commission shall be shared with Cooperating Brokers as follows:

If the Cooperating Broker is a Seller's Agent 0 % of the selling price or \$.

If the Cooperating Broker is a Broker's Agent 2 % of the selling price or \$.

If the Cooperating Broker is a Buyer's Agent 2 % of the selling price or \$.

This commission is offered to OneKey Participants only.

CS
OWNER INITIAL

COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF AGREEMENT

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or cooperating broker produces a buyer ready, willing and able to purchase the PROPERTY on such terms and conditions acceptable to the OWNER; (b) If through the LISTING BROKER's or cooperating broker's efforts a buyer and the OWNER reach an agreement upon all the essential terms of a transaction; (c) If the PROPERTY is sold or transferred during the term of this LISTING AGREEMENT whether or not the sale or transfer is a result of the LISTING BROKER's efforts and even if the PROPERTY is sold or transferred as a result of the efforts of the OWNER or any other broker or agent not acting under this LISTING AGREEMENT; (d) If the LISTING BROKER or cooperating broker is the procuring cause of a transaction. If within days after the expiration or termination of the LISTING PERIOD, OWNER accepts a purchase offer on the PROPERTY from any person to whom the PROPERTY has been shown during the LISTING PERIOD, OWNER will pay LISTING BROKER the aforementioned commission/fee as if LISTING BROKER had made the sale provided the PROPERTY goes to closing. The preceding sentence shall not apply if OWNER in good faith enters into a valid listing agreement for the PROPERTY with another New York State licensed real estate broker after the expiration or termination of this AGREEMENT.

3. If OWNER terminates this LISTING AGREEMENT or the LISTING BROKER's authority provided herein prior to the end of the LISTING PERIOD, the LISTING BROKER shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages incurred) by reason of OWNER's termination.

MARKETING

4. OWNER grants to the LISTING BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. LISTING BROKER will undertake to find a ready, willing, and able purchaser and in order to do so will engage in marketing activity which may include all forms of advertising.

AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES

5. LISTING BROKER (is) (is not) authorized to place a "For Sale" sign on the PROPERTY. (Check one)

6. LISTING BROKER (is) (is not) authorized to use a lockbox. (Check one)

7. OWNER (gives permission) (does not give permission) to the LISTING BROKER to share keys to the PROPERTY with cooperating brokers. (Check one)

RENTAL OF PROPERTY

8. Should the OWNER desire to rent the property during the period of this agreement, LISTING BROKER is hereby granted the sole and exclusive right to rent the PROPERTY. OWNER agrees to pay LISTING BROKER a rental commission of . The commission for the lease term is due and payable (check one) upon the execution of the lease upon the date of occupancy. The commission for any renewal thereof, is due and payable upon the commencement of each renewal term. In the event the Property is sold during the term of the lease, the OWNER shall owe the LISTING BROKER the commission as set forth in paragraph 1 above.

ADDITIONAL POINTS

9. Additional Points of Agreement, if any:

ALL MODIFICATIONS TO BE MADE IN WRITING

10. OWNER and LISTING BROKER agree that no change, amendment, modification or termination of this AGREEMENT shall be binding on any party unless the same shall be in writing and signed by the parties.

MAINTENANCE OF PROPERTY

11. OWNER is responsible for the condition, maintenance and/or utilities for the PROPERTY including snow removal and lawn maintenance. OWNER agrees to indemnify and hold harmless the LISTING BROKER and cooperating brokers from any claim arising out of personal injuries to any persons injured on the PROPERTY and/or loss or damage to personal property except if caused by the gross negligence of the LISTING BROKER or cooperating broker. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

HOME EQUITY THEFT PROTECTION ACT

12. OWNER acknowledges that OWNER is aware of the Home Equity Theft Prevention Act and particularly the provisions of Section 265 of the Real Property Law of the State of New York. In order to ensure compliance with same, OWNER warrants and represents that:

(a) OWNER is not in default of any mortgage affecting real property by reason of there being payments due and unpaid on any mortgage for two (2) months or more;

(c) **Attorney Fees.** In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event LISTING BROKER hires an attorney to enforce the collection of any commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, OWNER agrees to pay the reasonable attorney fees, costs and related expenses incurred by LISTING BROKER.

INDEMNITY

15. In the event any claim or action is commenced against the LISTING BROKER or a cooperating broker as a result of the LISTING BROKER or cooperating broker obeying the lawful instructions of the OWNER, then, and in such event, the OWNER hereby agrees to defend, indemnify and hold harmless the LISTING BROKER or cooperating broker in any such claim or action. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

16. With respect to the provisions of this AGREEMENT relating to compensation, escrow, recovery of fees, and indemnity cooperating brokers shall be third-party beneficiaries of this AGREEMENT.

PROPERTY CONDITION DISCLOSURE

17. As the owner of residential real property, OWNER must complete and sign a Property Condition Disclosure Statement as required by Real Property Law §462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the OWNER must be attached to the real estate purchase contract. If OWNER acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, OWNER must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will OWNER be required to provide a revised Property Condition Disclosure Statement after the transfer of title from OWNER to the buyer or after the buyer has commenced occupancy of the PROPERTY. If OWNER fails to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the PROPERTY upon the transfer of title.

COPYRIGHT NOTICE

18. The OWNER authorizes the LISTING BROKER to enter information and any photograph, image, graphics or video recording, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the PROPERTY whether taken by the LISTING BROKER's agent, supplied by OWNER, or otherwise ("LISTING CONTENT"), into a listing content compilation owned by OneKey MLS. The OWNER understands and agrees that said compilation is exclusively owned by OneKey who alone possess the right to publish said compilation in any media form it deems appropriate. LISTING CONTENT may be aggregated with that of other properties listed by participants in OneKey MLS, computer online networks and websites and become copyrightable data pursuant to agreements with LISTING BROKER and such other third parties. By the act of submitting any LISTING CONTENT to OneKey MLS, the LISTING BROKER has been authorized to grant and also thereby does grant authority to OneKey MLS to include the LISTING CONTENT in its copyrighted MLS compilation and also in any statistical report. OneKey MLS may license, sell, lease, and commercially utilize its compilation. Among other uses OneKey MLS may license or sell the LISTING CONTENT to aggregators who will aggregate the LISTING CONTENT and resell the same. If any LISTING CONTENT are delivered by OWNER to the LISTING BROKER for use in the OneKey MLS compilation, by virtue of such delivery and the execution of this AGREEMENT, the OWNER hereby represents and warrants that the OWNER either: (1) holds all intellectual property rights including the copyrights of the LISTING CONTENT; or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the LISTING CONTENT and the right to grant sublicenses through multiple tiers.

19. OWNER hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. OWNER agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. OWNER acknowledges and agrees that as between OWNER and LISTING BROKER, all LISTING CONTENT developed by either the OWNER or the LISTING BROKER is deemed owned exclusively by LISTING BROKER, and OWNER has no right, title or interest in it.

ACKNOWLEDGEMENT

20. OWNER has read and understands this LISTING AGREEMENT and does hereby acknowledge receipt of a copy thereof. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT. This AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This LISTING AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this LISTING AGREEMENT, "OWNER" refers to each and all parties who have an ownership interest in the PROPERTY and the undersigned OWNER represents that he/she is/are the sole and exclusive owner and is fully authorized to enter into this LISTING AGREEMENT. As used in this LISTING AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. OWNER and LISTING BROKER understand that all extensions of this LISTING AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. Any change to the LISTING AGREEMENT which would make the PROPERTY unavailable for sale through the OneKey MLS, including but not limited to any withdrawal, cancellation, reduction in term of listing or termination thereof, must be in writing signed by the LISTING BROKER or authorized representative/manager in order to have any binding legal force and effect.

EQUAL OPPORTUNITY IN HOUSING

OWNER and LISTING BROKER agree that the above listed property is to be listed and marketed in compliance with all Federal, State, Municipal and Local fair housing, human rights and civil rights laws concerning discrimination in the sale/rental of properties. OWNER and LISTING BROKER agree not to discriminate against any Protected Class in the sale/rent of the Property.

PLEASE INITIAL BELOW

CIS **EXPLANATION:** An "exclusive right to sell" listing means that if you, the OWNER of the PROPERTY, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the OWNER of the PROPERTY, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.


OWNER _____

PARTIES SIGNATURE

Date: _____

OWNER _____

Date: _____

LISTING BROKER (Auth. Rep.) _____

Date: _____

LISTING AGENT _____

Date: _____

The "EFFECTIVE DATE" of this Agreement shall be latest date entered alongside the parties' signatures

Residential Property Data Section

Privacy

Public/Private: _____

Location

Street #: 28 Street Dir: _____ Street Name: Pickwick Drive
St Suffix: Drive St Dir Suffix: _____ St Type: _____
County: Nassau Town: Old bethpage
Zone: _____ Zip: 11804 Sec./Area: _____
Cross Street: Barry Ln
Development: _____ District: _____
Section: 47 Block: 128 Lot: 19
Zoning: _____ Adult Community: _____ Minimum Age: _____
School Dist. Name: Plainview-Old Bethpage
High School: Plainview-Old Bethpage JFK Junior Middle School: Plainview - Old Bethpage
Elementary School: Old Bethpage School

Location Features:

- | | | |
|---|---|--|
| <input type="checkbox"/> Close to Bus | <input checked="" type="checkbox"/> Close to Shops | <input type="checkbox"/> Privacy |
| <input checked="" type="checkbox"/> Close to Park | <input type="checkbox"/> Cul-De-Sac | <input type="checkbox"/> Protected Wetland |
| <input checked="" type="checkbox"/> Close to Railroad | <input type="checkbox"/> Horse Property | <input type="checkbox"/> Tot Lot |
| <input checked="" type="checkbox"/> Close to School | <input type="checkbox"/> Near Public Transportation | |

Price/Dates

As a Licensed Realtor you must provide true and accurate information to the consumer, including taxes. By not doing so is a direct violation of MLS Rules, Code of Ethics and DOS regulations. Fines for violations could be up to \$15,000. A list of counties, townships and villages including contact info to verify taxes may be found under MLS/LIBOR Links on the Info Center.

Price Range Listing?: _____ Listing Price: \$799,999
Taxes (without exemption): 18,057 Additional Village Taxes: _____

Included in Taxes:

- ☐ Sewer ☐ Trash ☐ Water

Assessed Value: _____

Dates:

Listing Date: _____ Exp Date: _____

Owner/Broker

Owner: Premium Group Realty Status/Showing Phone: _____
Listing Agent: Irving Jaquez Listing Agent Phone#: 516-670-6930
Co-Listing Agent: _____ Co-Listing Agent Phone#: _____

Seller Agency Compensation: _____ Buyer Agency Compensation: 2%
Broker Agency Compensation: 2%
Agreement Type: _____ Negotiate Direct: _____ Offer Presentation: _____
Occupancy: _____
Show Instructions: _____
Lockbox: _____ Access for Showing: _____ Owner Financing: _____

Remarks/Misc

Broker Remarks (Info for Realtors):

Directions:

Public Remarks is for description only. No name, PH#, refer to agent, office, status, etc.

Public Remarks (Info for consumers):

Rent Income: _____ Also For Rent: _____ Rental Price: _____

Excluded:

- ☐ A/C Units
- ☐ Air Filter
- ☐ Alarm System
- ☐ Awnings
- ☐ B/I Audio/Visual Equip
- ☐ B/I Shelves
- ☐ Basketball Hoop
- ☐ Bread Warmer
- ☐ Ceiling Fan
- ☐ Chandelier(s)
- ☐ Compactor
- ☐ Convection Oven
- ☐ Craft/Table/Bench
- ☐ Curtains/Drapes
- ☐ Dehumidifier

- ☐ Dishwasher
- ☐ Disposal
- ☐ Door Hardware
- ☐ Dryer
- ☐ Entertainment Cabinets
- ☐ Fireplace Equipment
- ☐ Flat Screen TV Bracket
- ☐ Freezer
- ☐ Front Gate
- ☐ Garage Door Opener
- ☐ Garage Remote
- ☐ Gas Tank
- ☐ Generator
- ☐ Greenhouse
- ☐ Grill

- ☐ Hot Tub
- ☐ Humidifier
- ☐ Intercom
- ☐ Lap Pool
- ☐ Lawn Maint Equip
- ☐ Mailbox
- ☐ Microwave Oven
- ☐ Nanny Cam/Comp Serv
- ☐ Pellet Stove
- ☐ Playset
- ☐ Pool Above Ground
- ☐ Pool Equip/Cover
- ☐ Refrigerator
- ☐ Screens
- ☐ Second Dishwasher

(cont'd next Page)

Utilities:# Heating Zones: 1**Heating Fuel:**

- | | |
|---|--|
| <input type="checkbox"/> Coal | <input type="checkbox"/> Oil Above Ground |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Oil Below Ground |
| <input type="checkbox"/> Kerosene | <input type="checkbox"/> Other/See Remarks |
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Propane |
| <input type="checkbox"/> None | <input type="checkbox"/> Solar |
| <input checked="" type="checkbox"/> Oil | <input type="checkbox"/> Wood |

Heating Type:

- | | |
|--|---|
| <input type="checkbox"/> Base Board | <input type="checkbox"/> Heat Recovery System |
| <input type="checkbox"/> Electric | <input checked="" type="checkbox"/> Hot Water |
| <input type="checkbox"/> Energy Star Unit(s) | <input type="checkbox"/> Hydro Air |
| <input checked="" type="checkbox"/> Forced Air | <input type="checkbox"/> None |
| <input type="checkbox"/> Geothermal | <input type="checkbox"/> Other |
| <input type="checkbox"/> Gravity Hot Air | <input type="checkbox"/> Passive Solar |
| <input type="checkbox"/> Heat Pump Air | |

Separate Hot Water Heater: _____

Sewer:

- | | | |
|------------------------------------|---|--|
| <input type="checkbox"/> Cesspool | <input type="checkbox"/> None | <input type="checkbox"/> Septic Above Ground |
| <input type="checkbox"/> Community | <input type="checkbox"/> Others/See Remarks | <input type="checkbox"/> Septic Approved |
| <input type="checkbox"/> Municipal | <input type="checkbox"/> Septic | <input checked="" type="checkbox"/> Sewer |

A/C:

- | | | |
|--|---|--|
| <input type="checkbox"/> Air Purification System | <input type="checkbox"/> Energy Star Unit(s) | <input type="checkbox"/> SEER Rating 12+ |
| <input checked="" type="checkbox"/> Central | <input type="checkbox"/> Geothermal | <input type="checkbox"/> Wall Units |
| <input type="checkbox"/> Ductless | <input type="checkbox"/> High Pressure System | <input type="checkbox"/> Window Units |
| <input type="checkbox"/> Ductwork | <input type="checkbox"/> Individual | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Energy Star CAC | <input type="checkbox"/> None | |

Hotwater:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Electric Stand Alone | <input type="checkbox"/> On Demand |
| <input type="checkbox"/> Fuel Oil Stand Alone | <input type="checkbox"/> See Remarks |
| <input type="checkbox"/> Gas Stand Alone | <input type="checkbox"/> Solar Thermal |
| <input type="checkbox"/> Indirect Tank | <input type="checkbox"/> Tankless Coil |
| <input type="checkbox"/> None | |

Water Description:

- | | |
|---|--|
| <input type="checkbox"/> Community | <input type="checkbox"/> Other/See Remarks |
| <input type="checkbox"/> Drilled Well | <input type="checkbox"/> Private |
| <input type="checkbox"/> Dug Well | <input type="checkbox"/> Shared |
| <input checked="" type="checkbox"/> Municipal | <input type="checkbox"/> Spring |
| <input type="checkbox"/> None | |

Green Features:

- | | | |
|---|---|--|
| <input type="checkbox"/> Double Pane Windows | <input type="checkbox"/> Energy Star Water Heater | <input type="checkbox"/> Programmable Thermostat |
| <input type="checkbox"/> Energy Star Dishwasher | <input type="checkbox"/> Energy Star Windows | <input type="checkbox"/> Solar Panels |
| <input type="checkbox"/> Energy Star Doors | <input type="checkbox"/> Geothermal Water Heater | <input type="checkbox"/> Solar Pool Cover |
| <input type="checkbox"/> Energy Star Dryer | <input type="checkbox"/> Gray Water System | <input type="checkbox"/> Solar Water Heater |
| <input type="checkbox"/> Energy Star Furnace | <input type="checkbox"/> Green Certified | <input type="checkbox"/> Storm Doors |
| <input type="checkbox"/> Energy Star Refrigerator | <input type="checkbox"/> Insulated Doors | <input type="checkbox"/> Tankless Water Heater |
| <input type="checkbox"/> Energy Star Skylight(s) | <input type="checkbox"/> Insulated Windows | <input type="checkbox"/> Triple Thermo Windows |
| <input type="checkbox"/> Energy Star Stove | <input type="checkbox"/> Low Flow Showers/Fixtures | <input type="checkbox"/> Windmill |
| <input type="checkbox"/> Energy Star Washer | <input type="checkbox"/> Low Flow/Dual Flush Toilet | |

HERS Index Score: _____

Parking:

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> 1 Car Attached | <input type="checkbox"/> Assigned | <input type="checkbox"/> Lot Parking | <input checked="" type="checkbox"/> Private Parking |
| <input type="checkbox"/> 1 Car Detached | <input type="checkbox"/> Attached | <input type="checkbox"/> No Garage | <input type="checkbox"/> Public Parking |
| <input type="checkbox"/> 2 Car Attached | <input type="checkbox"/> Carport | <input type="checkbox"/> No Parking | <input type="checkbox"/> Storage |
| <input type="checkbox"/> 2 Car Detached | <input type="checkbox"/> Common | <input type="checkbox"/> None | <input checked="" type="checkbox"/> Street Parking |
| <input type="checkbox"/> 3 Car Attached | <input type="checkbox"/> Covered | <input type="checkbox"/> Off-Site Parking | <input type="checkbox"/> Tandem |
| <input type="checkbox"/> 3 Car Detached | <input type="checkbox"/> Detached | <input type="checkbox"/> Off-Street Parking | <input type="checkbox"/> Unassigned |
| <input type="checkbox"/> 4+ Car Attached | <input checked="" type="checkbox"/> Driveway | <input type="checkbox"/> Other/See Remarks | <input type="checkbox"/> Under Home/Ground |
| <input type="checkbox"/> 4+ Car Detached | <input type="checkbox"/> Garage Parking | <input type="checkbox"/> Party | <input type="checkbox"/> Waitlist |

Lot Size: 75 x 125Lot Size Units: .27Lot Sq Footage: 11901**Lot Description:**

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Borders State Land | <input type="checkbox"/> Historic District | <input type="checkbox"/> Possible Sub Division | <input type="checkbox"/> Stone/Brick Wall |
| <input checked="" type="checkbox"/> Corner Lot | <input type="checkbox"/> Level | <input type="checkbox"/> Restrictions | <input type="checkbox"/> Wooded |
| <input type="checkbox"/> Easement | <input type="checkbox"/> Partly Wooded | <input type="checkbox"/> Sloping | |

Lot Exposure:

- | | | |
|--|--|--|
| <input type="checkbox"/> Exposure East | <input type="checkbox"/> Exposure North West | <input type="checkbox"/> Exposure South West |
| <input type="checkbox"/> Exposure North | <input checked="" type="checkbox"/> Exposure South | <input type="checkbox"/> Exposure West |
| <input type="checkbox"/> Exposure North East | <input type="checkbox"/> Exposure South East | |

Exterior Features:

- | | | |
|--|---|--|
| <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Fenced Yard | <input type="checkbox"/> Porch |
| <input type="checkbox"/> ADA Access | <input type="checkbox"/> Fencing | <input type="checkbox"/> Private Entrance |
| <input type="checkbox"/> Additional Land | <input type="checkbox"/> Gated Community | <input type="checkbox"/> Private Roof |
| <input type="checkbox"/> Balcony | <input type="checkbox"/> Heated Parking | <input type="checkbox"/> Riding Ring |
| <input type="checkbox"/> Basketball Court | <input type="checkbox"/> In Ground Pool | <input type="checkbox"/> Roof Deck |
| <input type="checkbox"/> Deck | <input checked="" type="checkbox"/> New Windows | <input checked="" type="checkbox"/> Sprinkler Lawn Sys |
| <input type="checkbox"/> Fenced | <input type="checkbox"/> Patio | <input type="checkbox"/> Tennis |

Other Structures:

- | |
|---|
| <input type="checkbox"/> Barn(s) |
| <input type="checkbox"/> Greenhouse |
| <input type="checkbox"/> Out Building |
| <input type="checkbox"/> Stable/Paddock |
| <input type="checkbox"/> Workshop |

Garbage Removal: _____

View:

- | |
|---|
| <input type="checkbox"/> Bridge View |
| <input type="checkbox"/> City View |
| <input type="checkbox"/> Mountain Views |
| <input type="checkbox"/> Open View |
| <input checked="" type="checkbox"/> Park View |
| <input type="checkbox"/> Scenic View |
| <input type="checkbox"/> Skyline View |
| <input type="checkbox"/> View |

Waterfront Features:

- | | | |
|---------------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Bay | <input type="checkbox"/> Lake | <input type="checkbox"/> River |
| <input type="checkbox"/> Beach | <input type="checkbox"/> Lake Association | <input type="checkbox"/> River Views |
| <input type="checkbox"/> Beach Rights | <input type="checkbox"/> Lake Rights | <input type="checkbox"/> Sound |
| <input type="checkbox"/> Bulkhead | <input type="checkbox"/> Lake Views | <input type="checkbox"/> Water Access |
| <input type="checkbox"/> Canal | <input type="checkbox"/> Lake/Pond/Stream | <input type="checkbox"/> Water Other |
| <input type="checkbox"/> Creek | <input type="checkbox"/> Lakefront | <input type="checkbox"/> Water View |
| <input type="checkbox"/> Dock/Mooring | <input type="checkbox"/> Motor Boats Allowed | <input type="checkbox"/> Waterfront |
| <input type="checkbox"/> Harbor | <input type="checkbox"/> Ocean | |
| <input type="checkbox"/> Inlet | <input type="checkbox"/> Pond | |

Water Frontage: _____

Fireplaces: 0 Approx Year Built: 1950
Year Built Exception: _____ New Construction: _____
Year Renovated: _____ Appearance: mint

Rooms

Level: _____ Type: _____

Description: _____

Level: _____ Type: _____

Description: _____

Level: _____ Type: _____

Description: _____

Exterior/Util

Construction:

- | | | |
|---|---|--|
| <input type="checkbox"/> Advanced Framing Technique | <input type="checkbox"/> Frame | <input type="checkbox"/> Manufactured |
| <input type="checkbox"/> Batt Insulation | <input type="checkbox"/> HERS | <input type="checkbox"/> Modular |
| <input type="checkbox"/> Block | <input type="checkbox"/> Insulated Concrete Forms | <input type="checkbox"/> NAHB Green-Bronze |
| <input type="checkbox"/> Blown-In Insulation | <input type="checkbox"/> LEED | <input type="checkbox"/> NAHB Green-Gold |
| <input type="checkbox"/> Brick | <input type="checkbox"/> LEED-Gold | <input type="checkbox"/> NAHB Green-Silver |
| <input type="checkbox"/> Cellulose Insulation | <input type="checkbox"/> LEED-Platinum | <input type="checkbox"/> Other/See Remarks |
| <input type="checkbox"/> Energy Star | <input type="checkbox"/> LEED-Silver | <input type="checkbox"/> Post and Beam |
| <input type="checkbox"/> Fiberglass Insulation | <input type="checkbox"/> Log | |

Siding:

- | | | | |
|-----------------------------------|---|--|--------------------------------|
| <input type="checkbox"/> Aluminum | <input type="checkbox"/> Cedar Shake | <input type="checkbox"/> Masonry | <input type="checkbox"/> T111 |
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Clap Board | <input type="checkbox"/> Other/See Remarks | <input type="checkbox"/> Vinyl |
| <input type="checkbox"/> Block | <input type="checkbox"/> Concrete Fiber Board | <input type="checkbox"/> Shingle | <input type="checkbox"/> Wood |
| <input type="checkbox"/> Brick | <input type="checkbox"/> Hardiplank | <input type="checkbox"/> Stone | |
| <input type="checkbox"/> Cedar | <input type="checkbox"/> Log | <input type="checkbox"/> Stucco | |

Building Features:

- | | | |
|---|--|---|
| <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Fire Escape | <input type="checkbox"/> Security System |
| <input type="checkbox"/> Cable | <input type="checkbox"/> Fireplace | <input type="checkbox"/> Solar Panels Leased |
| <input type="checkbox"/> Common Laundry | <input type="checkbox"/> Handicapped | <input type="checkbox"/> Solar Panels Owned |
| <input type="checkbox"/> Existing Screens | <input type="checkbox"/> Hardwood Floors Exist | <input type="checkbox"/> Water Conditioner Owned |
| <input type="checkbox"/> Existing Storms | <input type="checkbox"/> In Ground Pool | <input type="checkbox"/> Water Conditioner Rented |
| <input type="checkbox"/> Existing Thermal Windows | <input type="checkbox"/> Master Bath | |

Building Size: _____ Driveway: yes # Parking Spaces: 2

Characteristics

Style: Ranch Detached/Attached: _____ # Levels: 1
Rooms: _____ Total Rms Finished: _____
Bedrooms: 3 Baths - Full: 2 Baths - Half: _____
Kitchens: 1 # Families: 1
Permit: _____ Permit#: _____

Units (multi – family only)

Unit Number: _____ Floor Location: _____
Unit Rooms: _____ Unit Bedrooms: _____
Unit Baths Full: _____ Unit Baths Half: _____
Unit Approximate Sqft: _____
Unit Description: _____

Unit Appliances:

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Oven/Range |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Refrigerator |
| <input type="checkbox"/> Energy Star Appliance(s) | <input type="checkbox"/> Washer |
| <input type="checkbox"/> Microwave | |

Unit Occupancy: _____ Unit Leased: _____ Unit Lease End Date: _____
Unit Rent Description: _____

1Bedrooms: _____
2Bedrooms: _____
3Bedrooms: _____
4Bedrooms: _____
Total Vacancies: _____

Tenant Pays:

- | | |
|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> All Utility | <input type="checkbox"/> Heat |
| <input type="checkbox"/> Cooking Gas | <input type="checkbox"/> None |
| <input type="checkbox"/> Electric | <input type="checkbox"/> See Remarks |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Water |

Gas Meters: _____ # Electric Meters: _____ # Heat Units: _____
Gross Operating Income: _____ Adjusted GOI: _____
Maintenance Expense: _____ Fuel Expenses: _____
Insurance Expenses: _____ Trash Removal Expenses: _____
Water Expenses: _____ Other Expenses: _____

Attic:

- | | | |
|-----------------------------------|---|---|
| <input type="checkbox"/> Dormer | <input type="checkbox"/> Partial | <input checked="" type="checkbox"/> See Remarks |
| <input type="checkbox"/> Finished | <input type="checkbox"/> Partially Finished | <input type="checkbox"/> Unfinished |
| <input type="checkbox"/> Full | <input type="checkbox"/> Pull Stairs | <input type="checkbox"/> Walkup |
| <input type="checkbox"/> None | <input type="checkbox"/> Scuttle | |

Approx Int Square Footage: _____

Basement:

- ☐ Bilco Door(s)
- ☐ Crawl
- ☒ Finished
- ☐ Full

- ☐ None
- ☐ Opt
- ☐ Partial
- ☐ Partially Finished

- ☐ See Remarks
- ☐ Slab
- ☐ Unfinished
- ☐ Walk Out

Interior Features:

- ☒ 1st Fl Master Bedroom
- ☐ 1st Floor Bedrm
- ☐ ADA Inside
- ☐ Cathedral/Vaulted/High Ceiling
- ☐ Den/Family Room
- ☒ Eat in Kitchen
- ☐ Elevator
- ☐ Exercise Room
- ☒ Formal Dining Room
- ☐ Foyer
- ☐ Granite Countertops

- ☐ Guest Quarters
- ☐ Hardwood Floors As Seen
- ☐ Home Office
- ☐ Legal Accessory Apartment
- ☐ Lr/Dr
- ☐ L-Shaped Dining Room
- ☐ Marble Bath
- ☐ Marble Countertops
- ☐ Master Bath
- ☐ Pantry
- ☐ Powder Room

- ☐ Sauna/Steam Room
- ☐ Security System
- ☐ Sky Light
- ☐ Sprinkler Fire Sys
- ☐ Storage
- ☐ Walk In Closet
- ☐ Walk Out Basement
- ☐ Wall To Wall Carpet
- ☐ Wetbar
- ☐ Wood Burning Stove

Included:

- ☒ A/C Units
- ☐ Air Filter System
- ☐ Alarm System
- ☐ Attic Fan
- ☐ Awning
- ☐ B/I Audio/Visual Equip
- ☐ B/I Shelves
- ☐ Basketball Hoop
- ☐ Bread Warmer
- ☐ Ceiling Fan
- ☐ Central Vacuum
- ☐ Chandelier(s)
- ☐ Compactor
- ☐ Convection Oven
- ☐ Cook Top
- ☐ Craft/Table/Bench
- ☐ Curtains/Drapes
- ☐ Dehumidifier
- ☒ Dishwasher
- ☐ Disposal
- ☐ Door Hardware
- ☐ Dryer
- ☐ Energy Star Appliance(s)
- ☐ Entertainment Cabinets
- ☐ Fireplace Equip

- ☐ Flat Screen TV Bracket
- ☐ Freezer
- ☐ Front Gate
- ☐ Garage Door Opener
- ☐ Garage Remote
- ☐ Gas Grill
- ☐ Gas Tank
- ☐ Generator
- ☐ Greenhouse
- ☐ Hot Tub
- ☐ Humidifier
- ☐ Intercom
- ☐ Lawn Maint Equip
- ☐ Light Fixtures
- ☐ Low Flow fixtures
- ☐ Mailbox
- ☒ Microwave
- ☐ Nanny Cam/Comp Serv
- ☒ Oven/Range
- ☐ Pellet Stove
- ☐ Playset
- ☐ Pool Equip/Cover
- ☒ Refrigerator
- ☐ Screens
- ☐ Second Dishwasher

- ☐ Second Dryer
- ☐ Second Freezer
- ☐ Second Refrigerator
- ☐ Second Stove
- ☐ Second Washer
- ☒ See Remarks
- ☐ Shades/Blinds
- ☐ Shed
- ☐ Solar Panels Leased
- ☐ Solar Panels Owned
- ☐ Speakers Indoor
- ☐ Speakers Outdoor
- ☐ Stained Glass Window
- ☐ Storm Windows
- ☐ TV Dish
- ☐ Video Cameras
- ☐ Wall Oven
- ☐ Wall to Wall Carpet
- ☐ Washer
- ☐ Water Conditioner Owned
- ☐ Water Conditioner Rented
- ☐ Whirlpool Tub
- ☐ Whole House Ent. Syst
- ☐ Wine Cooler
- ☐ Woodburning Stove

- | | | |
|--|--|--|
| <input type="checkbox"/> Second Dryer | <input type="checkbox"/> Selected Window Treatment | <input type="checkbox"/> Video Cameras |
| <input type="checkbox"/> Second Freezer | <input type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Wall To Wall Carpet |
| <input type="checkbox"/> Second Refrigerator | <input type="checkbox"/> Shed | <input type="checkbox"/> Washer |
| <input type="checkbox"/> Second Stove | <input type="checkbox"/> Speakers Indoor | <input type="checkbox"/> Water Conditioner |
| <input type="checkbox"/> Second Washer | <input type="checkbox"/> Speakers Outdoor | <input type="checkbox"/> Water Softner |
| <input type="checkbox"/> See Remarks | <input type="checkbox"/> Stained Glass Window | <input type="checkbox"/> Whole House Ent. Syst |
| <input type="checkbox"/> Selected Light Fixtures | <input type="checkbox"/> Storm Windows | <input type="checkbox"/> Wine Cooler |
| <input type="checkbox"/> Selected Plantings | <input type="checkbox"/> TV Dish | <input type="checkbox"/> Wood Stove |

Modifications/Exclusions:

- ☐ M1 Buyer Exclusions
 - ☐ M2 Agent Exclusions
 - ☐ M3 IAW
 - ☐ M4 Commission Modification
 - ☐ M6 Disclosure of Ownership
 - ☐ M7 Insufficiency of Funds
 - ☐ M7A Litigation Policy
 - ☐ M7B Litigation Policy
 - ☐ M8 Short Sale Notification
 - ☐ None

Supersedes: _____ Supersedes ML#: _____ REO: no

Auction Listing: no Auction Terms Sale Listing: n/a Contract Vendee Listing: no

Do you want to display the address on the internet: yes

Publish to Zillow: ☒ yes Send Listing to Realtor.com: ☒ yes

By signing this Property Data Form, Owner(s) acknowledges that Owner(s) read the form in its entirety and affirms to the best of their knowledge, recollection, or ability that the information contained therein is true and accurate as of the date Owner(s) signs the form. Should Owner(s) acquire knowledge which changes any of the information contained on this form, Owner(s) must immediately notify Listing Broker of such changes in writing.

By: _____ (Owner) _____ (Owner) _____ (Date)