

RESIDENTIAL PROPERTY DATA SECTION (PDS)



***Means Required Information**

*Broker Load (Y or N) ☐ *ML #

LOCATION	Street #:	50	Street Dir:		*Street Name:	Overland Ave	St Suffix:	
	*Town:	Amyville	*Zone:		*Zip:	11701	Zip + 4:	
	Sec/Area:		*Cross St:	Dixon				
	Development:		*School District Name:	Amyville				
	*School District #:	6	District:		Section:	16800	Block:	100
	Lot:	16000	Zoning:		Corner Prop. (Y or N):		Cul-de-sac (Y or N):	
	*Waterfront (Y or N):	N	Water Frontage:		Waterfront Desc.:		*Waterview (Y or N):	
	Bulkhead (Y or N):		Docking Rights:		Beach Rights (Y or N):		*Adult Community (Y or N):	
	Gated Property (Y or N):		Front Exposure:					
	PRICE & DATES	*Listing Price:	335,000	*Taxes (w/o exempt.):	12,500	Additional Village Taxes:		
Taxes W/Basic Star Exempt:			*Listing Date:		*Exp Date:			
HOME CHARACTERISTICS	*Style:	Hi Ranch	*Rooms:	10	*Bedrooms:	5	*Baths-Full:	2
	*Baths-Half:		*# Families:	1	*Detached/Att (Det-Att-Sd):	Det	*# Kitchens:	1
	*Eat In Kitchen (Y or N):		*Dining Room:	1	*Den/Family Rm (Y or N):		*Office (Y or N):	
	*Attic (Y or N):		*MBR 1 ST Floor (Y or N):		Handicap Access (Y or N):			
	(If 2 or more Fam.) Permit (Co-Exempt-Permit):		Permit #:					
	Handicap Access Desc.:							
	Approx int Square Footage:		*Basement (Crawl-Full-Part-None-Opt):		Finished Bsmt (P-Y-N):			
	*# Fireplaces:		W/W Carpet (Y or N):		Wood Floors (Y or N):		*Approx. Year Built:	1975
	*New Construction: (Y or N):		Skylight:		Appearance:	Poor		
	Floor Description:							
Bsmt/Subfloor:								
*1st Floor:	2 Bedrooms, full Bath, Garage							
2nd Floor:	3 Bedrooms, Lr, Dr, full Bath, Kitchen							
3rd Floor:								
EXTERIOR	*Construction:		Garage:		Garage Type:		*Driveway (PTY-PVT-N):	
	Deck:		Patio:		Porch:			
	*Pool:		Pool Desc.:					
	Inground Lawn Sprinklers:		Tennis Court (Y or N):		Tennis Court Desc.:			
	Horse Property:		*Lot Size:	50 x 300	Lot Sq. Footage:		15000	
	Building Size:							

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APPLI
ANCES

*Stove: ☐ *Refrigerator: ☒ *Washer: ☐ *Dryer: ☐ *Dishwasher: ☐

UTILITIES

*Fuel: Oil *Heat: Steam # Heating Zones: 2 Sewer (Y or N): ☒ Separate Hot Water Heater:
*A/C (# or CAC): CAC # Zones: Water (Public-Well):

GREEN

Green Features (Y or N): ☒ Green Certified (Y or N): ☒ Certification Type:
Certification Year:

Energy Efficient Features: (choose up to 20)

- ☐ Energy Star Stove ☐ Energy Star Refrigerator ☐ Energy Star Dishwasher ☐ Energy Star Washer ☐ Energy Star Dryer
☐ Energy Star Water Heater ☐ Geothermal Water Heater ☐ Solar Water Heater ☐ Tankless Water Heater ☐ Double Pane Windows
☐ Insulated Windows ☐ Tinted Windows ☐ Triple Pane Windows ☐ Energy Star Windows ☐ Storm Doors ☐ Insulated Doors
☐ Energy Star Doors ☐ Foam Insulation ☐ Cellulose Insulation ☐ Blown Insulation ☐ Programmable Thermostat ☐ Low Flow Showers/Fixtures
☐ Low Flow/Dual Flush Toilet ☐ Gray Water System ☐ Energy Star Furnace ☐ Geothermal Heating ☐ Energy Star A/C ☐ Energy Star CAC
☐ Geothermal A/C ☐ Solar A/C ☐ Solar Panels ☐ Solar Pool Cover ☐ Windmill

OWNER/BROKER

*Owner: Carlos Cuenales. *Status/Showing Phone #: *Broker or Agent Owned (Y or N): ☐
*Seller Agency Compensation: *Buyer Agency Compensation:
*Broker Agency Compensation: Agency (Enter A If Agency): ☐ *Exclusions (Y or N): ☐ *Negotiate Direct (Y or N): ☐
Occupancy:
Show Instructions: Lockbox (Y or N): ☐ Owner Financing (Y or N): ☐

REMARKS

Remarks:
*Directions:
Property Desc.:
(No Contact info, Status, etc.)

MISCELLANEOUS

Rent Income: *Also For Rent (Y or N): ☒ Rental Price:
Listing Broker Compensation (For Rental):
Personal Property Exclusions:
*Supersedes (Y or N): ☐ *Supersedes ML #: *REO (Y or N): ☐ *Short Sale (Y or N): ☐

OPEN HOUSE

Broker Open House Start Date: Broker Open House End Date:
Broker Open House Time: Broker Open House Note:
Consumer Open House Start Date: Consumer Open House End Date:
Consumer Open House Time: Consumer Open House Note:

SIGNATURES

Owner Signature Owner Signature
Address Email Address
Home Phone Other Phone
Date MLS Office Name
Listing Agent Co-Listing Agent



Parcel ID: S0100-168-00-01-00-016-000

Property Address

56 Overland Ave
Amityville11701-2611, NY

County: S

Carrier Rte: C016

Census Tract: 1237014006

Loc:

Tax Unit:

District: 100 **Block:** 1
Section: 168 **Lot:** 188

Additional Lot:

Owner Info:

Owner: Carlos Canales

Owner Addl:

Company:

Own Ph#:

Ownership:

Do Not Call: Mailing Opt Out:

Non Owner Occupied: N

Mailing Address

56 Overland Ave C016

-Amityville, NY 11701 2611

Taxes

Tax Class: 472089

Taxes: \$10,239

Tax Year: 2020

Exemption: N

Assessments

Land Value: \$180

Imp Value: \$3,010

Total Value: \$3,190

Assessment Update Date: 10/27/2020

Data Update Date: 12/14/2020

Market Total Value: \$328,866

Lot Description

Acres: 0.3444

Lot Sqft: 15000

Lot Frontage Ft: 50.0000

Lot Depth: 300.0000

Irregular:

Schools SD#: Amityville

State School Code: 472006

Property Characteristics

Property Characteristics

- **Property Class:** Single Family Residence

Stories: **Year Built:** 1969

Baths Total: 2 **Ext Walls:**

Fuel: **Pool:**

Style:

Property Indic: Single Family Residence

Garage:

Ground Floor Sqft:

Sewer:

Land Use: Sfr

Park:

Univ Bldg Sqft: 1750 B

Water:

Deed Info

Property Characteristics

Deed Date: 1/31/2005

Deed Recording Date: 3/01/2005

Deed Book/Page: 012374/ 000311

Sold Price: \$340,000

Grantor: Clarke K

Multi APN:

Mortgage Recording Date:

Mortgage Amount:

Lender:

2nd Mtg:

Sales Deed Categ: Deed

Historical Deed 1:

Historical Deed 1

Deed Date: 10/07/2003

Deed Recording Date: 10/07/2003

Deed Book/Page: 020522/ 000586

Sold Price:

Grantor:

Grantee: Clarke Karlene

Multi APN:

Mortgage Amount:

Sales Deed Categ: Deed Of Trust

Listing History

ML#	Style	Rms	Br	Bth	Status	Price	List Date	Exp Date	Title Date	DOM
3123524		10.0	5	2.0	PEN	\$275,000	04/29/2019	07/05/2019		56
1662900		10.0	5	2.0	CL	\$335,000	11/30/2004	03/30/2005	02/01/2005	35
1509929		6.0	3	1.0	EXP	\$1,500	01/22/2003	03/17/2003		

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 Carlos Canales ("OWNER") the OWNER of property located at 56 Overland Ave, Amityville NY ("PROPERTY") do hereby give you _____ ("LISTING BROKER") the exclusive right to sell the PROPERTY for \$ _____ from 12:01 A.M. on 1/20 until 11:59 P.M. on 1/20 ("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 6 % of the selling price or \$ 237,000

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

If the Cooperating Broker is a Seller's Agent 2 % 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
This commission is offered to OneKey Participants only.

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 30 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;

(b) there are no actions pending against the real property to foreclose a mortgage; and

(c) the PROPERTY is not shown as an active property on a tax lien sale list and all real estate taxes have been paid through the next lien date.

13. In the event that the above circumstances change after the execution of this listing agreement, OWNER hereby covenants and agrees that OWNER will communicate with LISTING BROKER regarding any of the matters referred to above in subparagraph (a), (b) or (c) and to keep LISTING BROKER fully apprised of same.

ESCROW AND RECOVERY OF FEES

14. (a) Escrow. If, for any reason, LISTING BROKER is not paid the compensation set forth herein on the due date, OWNER shall establish an escrow account with a party mutually agreeable to LISTING BROKER and OWNER or a title insurance agent or company, and shall place into said escrow account an amount equal to the compensation set forth herein. The escrow monies shall be paid by OWNER to said escrow agent and shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties; (ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) some other process to which the parties agree to in writing.

(b) Commission Escrow Act. Alternatively, LISTING BROKER shall have the right to exercise LISTING BROKER's rights under the Commission Escrow Act and specifically, Real Property Law Section 294-b. The provisions of said law may require the deposit of the commission claimed by LISTING BROKER, with the County Clerk in the County in which the property is located. Notice is hereby given in accordance with Section 294-b(4)(k) as follows:

AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT OWNER DOES NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.

(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

 / **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: 01/07/2021

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



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



Seller's Name: Carlos Canales Property Address: 56 Overland Ave
City/State/Zip/Phone: Amityville NY 11701

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)

C.C. (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.

C.C. (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 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 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)

_____(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: [Signature] Date: 01/07/21 Seller: _____ Date: _____
Purchaser: _____ Date: _____ Purchaser: _____ Date: _____
Agent: _____ Date: _____ Agent: _____ Date: _____

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 to negotiate the purchase and sale of real estate. 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 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 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 may 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 _____ (print name of licensee) of _____
(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☐ Buyer as a (check relationship below)

☐ Seller's agent

☐ Buyer's agent

☐ Broker'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) Carlos Canales acknowledge receipt of a copy of this disclosure

form: signature of ☐ Buyer(s) and/or ☐ Seller(s):



Date: 01/07/2021

Date: _____



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.state.ny.us

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 interests. 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 inconsistent 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 can not 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 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