



## ATTENTION SELLER AND BUYER!

Per the NMAR Purchase Agreements, Seller is required to disclose all Adverse Material Facts relating to the Property about which Seller has actual knowledge, including defects which the Buyer could determine through their own due diligence. Failure to comply with this requirement could expose Seller to claims of breach of contract, misrepresentation and/or fraud.



ACTUAL KNOWLEDGE: "ACTUAL KNOWLEDGE" means the Seller has direct and clear knowledge of things, without investigation, analysis, or review. Seller is under no obligation to conduct inspections to determine what Adverse Material Facts may exist on and/or around the Property, which is why it is important for Buyer to exercise their rights under the Purchase Agreement to fully inspect all aspects of the Property. This Disclosure Statement is strictly based on Seller's ACTUAL KNOWLEDGE of ADVERSE MATERIAL FACTS relating to the Property as of the date Seller completes this Disclosure Statement.

ADVERSE MATERIAL FACTS: "ADVERSE MATERIAL FACTS" are facts that would affect the desirability or value of the property to a reasonable person.

**DISCLOSURE NOT REQUIRED:** Per New Mexico law, Seller is NOT required to disclose the following suspicions or facts, and no cause of action shall arise against a seller or any brokers involved in the transaction for failure to disclose the following suspicions or facts. Further, the failure to make a disclosure of any of the following shall not be deemed to be grounds for termination or rescission of any sale or exchange:

- The Property was the site of a natural death;
- The Property was the site of a homicide, suicide, assault, sexual assault or any other crime punishable as a felony; or
- The Property was owned or occupied by a person who was exposed to, infected with or suspected to be infected with the human immunodeficiency virus or diagnosed to be suffering from acquired immune deficiency syndrome or any other disease that has been determined by medical evidence as highly unlikely to be transmittable to others through the occupancy of improvements to real property or that is not known to be transmitted through the occupancy of improvements located on that real property.

**NEWLY DISCOVERED ADVERSE MATERIAL FACTS:** Adverse Material Facts which Seller discovers AFTER Seller has delivered their initial Adverse Material Facts Disclosure to Buyer. Newly Discovered Adverse Material Facts do not include Adverse Material Facts that Buyer becomes aware of through their own due diligence.

**REMEDIATED ADVERSE MATERIAL FACTS:** An Adverse Material Fact that previously existed, but that Seller has replaced, repaired or otherwise remedied in such a way and to such an extent that Seller is confident that the Adverse Material Fact no longer exists. In order to feel confident that an Adverse Material Fact is a Remediated Adverse Material Fact, Seller must have had sufficient time and opportunity to observe the repair or replacement in order to confirm the repair or replacement remedied the Adverse Material Fact.

**PROPERTY:** <u>ALL</u> features, fixtures, elements and/or improvements located on the Property (e.g. homes, detached garages, carports, barns, studios, workshops, etc.), even if a specific element and/or improvement is not listed.

Cover Page 1 of 2	NMAR Form 1110 (2023 NOV)	$@2022\ New\ Mexico\ Association\ of\ REALTORS \circledast$	Buyer(s)	Seller(s)







**DISCLOSURE OF REMEDIATED ADVERSE MATERIAL FACTS.** Seller is not required to disclose Remediated Adverse Material Facts; **HOWEVER, SEE BELOW.** 

<u>SELLER BEWARE</u>: If you elect not to disclose a Remediated Adverse Material Fact because you believe the issue has been fully remediated and it is later revealed that the repair, replacement or remedy did not in fact fully and completely remediate the issue, and as a result, the Buyer suffers damages, then you may be liable to the Buyer for those damages. For this reason, please consider the following:

- 1. Disclosing the Remediated Adverse Material Fact;
- 2. Disclosing how the Remediated Adverse Material Fact was remediated (for example, was it repaired or replaced); and
- 3. Providing any invoices paid to third-party vendors for the remediation of the Remediated Adverse Material Fact.

<u>BUYER</u>: You are encouraged to confirm with your own inspectors and/or appropriate professionals that any remediation of a Remediated Adverse Material Fact did in fact fully and completely remediate the Remediated Adverse Material Fact.

**DISCLOSURE IS REQUIRED EVEN IF SELLER DID NOT OCCUPY PROPERTY.** Seller is required to disclose all ADVERSE MATERIAL FACTS about which they have ACTUAL KNOWLEDGE, *even if they have never occupied the Property.* 

CHECK THE BOX AT THE END OF EACH SECTION TO INDICATE NO KNOWLEDGE OF ADVERSE MATERIAL FACTS. If Seller has <u>no</u> ACTUAL KNOWLEDGE of ADVERSE MATERIAL FACTS relating to the feature, fixture, and/or element, check the box at the end of each section. NOTE: EVERY SECTION SHOULD EITHER DISCLOSE AN ADVERSE MATERIAL FACT RELATING TO THAT SECTION OR INDICATE THAT SELLER HAS NO KNOWLEDGE OF ADVERSE MATERIAL FACTS RELATED TO THAT ELEMENT OF THE PROPERTY.

**NEWLY DISCOVERED ADVERSE MATERIAL FACTS.** Seller MUST update this Disclosure Statement *promptly* after discovery of any Newly Discovered Adverse Material Facts (See NMAR Form 1110A – Addendum to Adverse Material Facts Disclosure Statement). Buyer's right to object to the Newly Discovered Adverse Material Facts is set forth in the Purchase Agreement.

**EXAMPLES PROVIDED ARE <u>NOT</u> ALL INCLUSIVE.** Each element of the Property listed include several specific examples of features or fixtures associated with that element of the Property. Neither the list of elements, nor the list of examples, includes all possible elements of the Property or features associated with those elements. **Seller's disclosures should NOT be limited to the examples provided.** 

**ATTACH AN EXHIBIT IF MORE SPACE IS NEEDED.** If more space is required to disclose ADVERSE MATERIAL FACTS for any given section or for an issue for which there is no section, attach an exhibit (NMAR Form 2200) indicating the section number, if applicable, and the Adverse Material Facts being disclosed.

**INFORMATION SHEETS AVAILABLE.** Buyers and Sellers are encouraged to request copies of the information sheets referenced in this Adverse Material Facts Disclosure Statement. For a complete list of information sheets available through NMAR, ask your Broker.

Cover Page 2 of 2	NMAR Form 1110 (2023 NOV)	©2022 New Mexico Association of REALTORS® Buver	(s) Seller(s)





SELLER PROVIDES THIS DISCLOSURE STATEMENT IN ORDER TO DISCLOSE TO BUYER(S) AND PROSPECTIVE BUYER(S) <u>ADVERSE MATERIAL FACTS</u> CONCERNING THE PROPERTY ABOUT WHICH SELLER HAS <u>ACTUAL KNOWLEDGE</u>.

#### DISCLOSURE STATEMENT TO BE COMPLETED BY SELLER, NOT BROKER

Address (Street, City, State, Zip Code)		
Legal Description		
or see metes and bounds or other legal description attache	d as Exhibit,	County(ies), New Mexico.
<b>AUTHORIZATION AND HOLD HARMLESS:</b> Seller Statement to any person or entity in connection with any indemnify and hold Listing Broker and Brokerage harmle this Disclosure Statement and for Seller's failure to disclosure	vactual or anticipated saless from all claims for dar	e of the Property. Seller further agrees t mages based upon the disclosures made i
SELLER REPRESENTATIONS: Seller affirms that the Seller's ACTUAL KNOWLEDGE as of the date signed Statement and any attachments hereto and that this Discless concerning the Property that are actually known to the Sechanges in the foregoing information, Seller shall update the part of a Common Interest Community, this Disclosure Standard.	by Seller. Seller warrant sure Statement encompaseller as of the date signed his Disclosure Statement p	s that he/she has prepared this Disclosur ses all <b>ADVERSE MATERIAL FACT</b> by Seller. If Seller becomes aware of an promptly after discovery. If the Property is
Seller to check all that apply:		
☐ Seller currently occupies the Property.	(beginning	g date)
☐ Seller occupied the Property from	to	(dates).
☐ Seller has never occupied the Property.		
☐ Property is currently leased.		
☐ Property includes a residential dwelling(s) built price	or to 1978.	
☐ Property is located within a HOA (Homeowners' As Association.	ssociation), COA (Condo C	Owners' Association) or other Owners'
☐ Property is located within a PID (Property Improve	ment District).	
☐ Property includes a Manufactured, Modular or Off-site Built Home(s).		
☐ Property is located within governmentally designate	ed flood plain or wetland ar	ea.
This form and all New Mexico Association of REALTORS® (NMAR) forms are for the so prior written authorization. Distribution of NMAR forms to non-NMAR members or unauth or validity of this form and disclaims any liability for damages resulting from its use. By use NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out consequences of any use of this form. The use of this form is not intended to identify the use Real Estate Licensees who are members of the National Association of REALTORS® and	orized Real Estate Licenses is strictly protes of this form, the parties agree to the lim of the use of this form. You should construct as a REALTOR®. REALTOR® is a re-	phibited. NMAR makes not warranty of the legal effectiveness intations set forth in this paragraph. The parties hereby release sult your attorney with regard to the effectiveness, validity, or gistered collective membership mark which may be used only

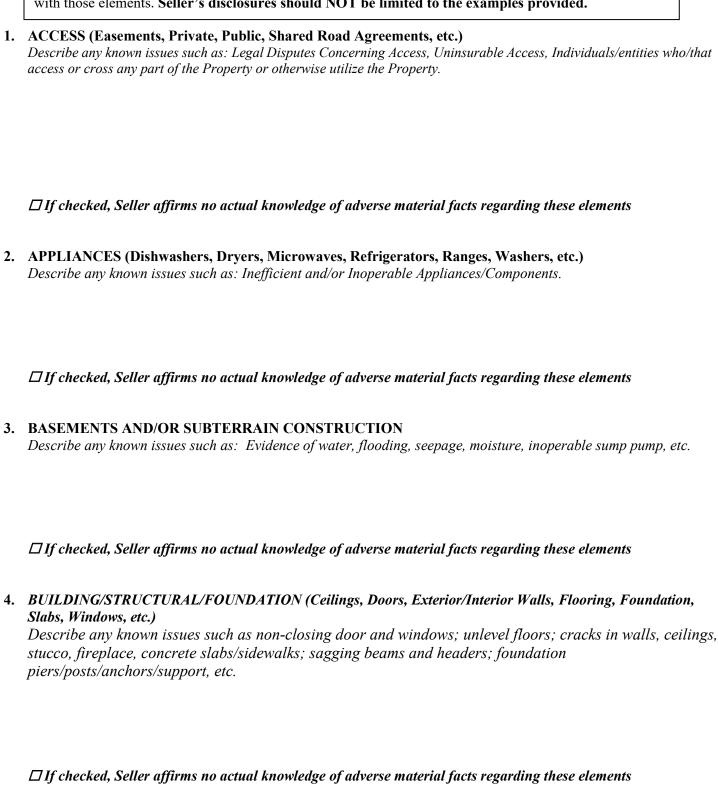
Page 1 of 8 NMAR Form 1110 (2023 NOV) ©2022 New Mexico Association of REALTORS® Buyer(s) Seller(s) Seller(s)

This copyright protected form was created using Instanet Forms and is licensed for use by Travis J. Siemon.





**EXAMPLES PROVIDED ARE NOT ALL INCLUSIVE.** Each element of the Property listed include several specific examples of features or fixtures associated with that element of the Property. Neither the list of elements, nor the list of examples, includes all possible elements of the Property or features associated with those elements. Seller's disclosures should NOT be limited to the examples provided.



Buyer(s) \_\_



Page 3 of 8



#### **NEW MEXICO ASSOCIATION OF REALTORS® — 2025 ADVERSE MATERIAL FACTS** PROPERTY DISCLOSURE STATEMENT

5.	BUILT-IN SYSTEMS (Central Vacuum, Garage Openers, Intercoms, Security Systems, Smart House Technology, etc.)  Describe any known issues such as: Damaged or inoperable system or missing components, etc.
	$\Box$ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements
6.	DOMESTIC WATER SUPPLY (Associations, City/Municipal, Community, Private or Shared Wells, Storage Tanks, etc.)  Describe any known issues such as: Inefficient and/or Inoperable Systems, Low Supply/Production, Poor Quality, Requirement to Hook Up to City/Municipal/Community Water, Restrictions (drought or legal), etc.
	☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements
7.	WIRING (Cable, Electrical, Ethernet, Telephone, etc.)  Describe any known issues such as: Aluminum wiring, Faulty Systems, Faulty Wiring, Limited Internet, Non-Functioning Switch or Receptacle, etc.
	☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements
8.	<b>FLOODING</b> (Building, Property, Arroyos, Riverbeds, etc.)  Describe any known issues such as: Damage Caused by Inefficient, Inoperable and/or Broken Pipes, Interior or Exterior Flooding, Improper Draining, Grading Problems, Standing Water, etc.
	$\Box$ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

**Lone Wolf** 

Buyer(s) \_\_\_\_

Seller(s)





	FROFERTY DISCLOSURE STATEMENT
9.	HAZARDOUS, ENVIRONMENTAL AND TOXIC  Describe known issues such as: Asbestos, Clandestine Drug Laboratories, Environmentally Sensitive Area, Landfill or Waste Dump, Cannabis Production, Mold, Radon, Reports of Lead-Based Paint, Underground Storage Tanks, etc.
	☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements
10.	<b>HEATING AND/OR COOLING SYSTEMS</b> Describe any known issues such as: Inefficient and/or Inoperable System(s), Rooms without Heating and/or Cooling, etc.
11.	☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements  INSURANCE CLAIMS  Describe any claim such as: Fire, Hail, Smoke and/or Water Damage, etc. Describe if insurance proceeds, if received, were used to remediate the subject of the claim.
	☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

Page 4 of 8 NMAR Form 1110 (2023 NOV) ©2022 New Mexico Association of REALTORS® Buyer(s) \_\_\_\_\_\_ Seller(s) \_\_\_\_\_





12.	IRRIGATION RIGHTS AND SYSTEMS (Ditches, Irrigation Wells, Pivots, Sprinklers, etc. NOT Domestic Wells, Describe any known issues such as: Disputed Rights, Failing and/or Inoperable Systems, Low Production Ditches or Wells, Restrictions (legal or drought), etc.
	$\Box$ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements
13.	NOISE, ODORS AND/OR POLLUTION (Does NOT include noise, odors and/or pollution in areas directly adjacent or surrounding the Property, which issues are governed by Paragraph 20 of NMAR Form # 2104 – Purchase Agreement – Residential Resale)  Describe any known issues such as: Continuous or Periodic Noise in/on the Property, Continuous or Periodic Odors in/on the Property, Pet Odors in/on the Property, etc.
	$\Box$ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements
14.	PEST OR ANIMAL INFESTATION AND/OR DAMAGE  Describe any known issues such as: Damage caused by Animals, Rodent Infestation, Termites, etc
	$\Box$ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements
15.	PLUMBING (Gas Lines, Radiant Heating, Sprinkler Systems, Water Heaters, Water Supply Lines, etc.)  Describe any known issues such as: Leaks, Inefficient and/or Inoperable Systems, Inferior Products (i.e., Entran II, Kitec, Polybutylene), etc.
	☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

**Lone Wolf** 

\_\_ Seller(s) \_

Buyer(s)





	PROPERTY DISCLOSURE STATEMENT
16.	POOLS, SPAS AND/OR SAUNA (Covers, Equipment, Liners, Surface, etc.)  Describe any known issues such as: Abandoned pools/spas/saunas, Inefficient or Inoperable Systems (e.g., filters, motors, pumps), Leaks, etc.
	☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements
17.	<b>RENEWABLE ENERGY</b> (Hydropower, Solar, Wind Turbines, etc.)  Describe any known issues such as: Inefficient and/or Inoperable Systems (e.g. Batteries, Converters, Panels, Turbines), etc.
18.	□ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements  ROOF SYSTEM, GUTTERS AND/OR DOWNSPOUTS (PARAPETS, SKYLIGHTS/SOLAR TUBES)  Describe any known issues such as: Leaks, Deterioration, Inefficient and/or Inoperable Systems, Ponding, Clogged Gutters, and/or Downspouts, etc.
	$\square$ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements
19.	SEWER AND/OR SEPTIC SYSTEM(S)  Describe any known issues such as: Back-ups, Clogging, Inefficient and/or inoperable Leach Field, Cracked or Leaking Holding Tanks, Sewer Line Intrusion(s), Improperly Abandoned System(s), Requirement to hook-up to City/Community/Municipal Sewer, etc.
	☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

**Lone Wolf** 

Buyer(s)

\_ Seller(s) \_





20	SOII	<b>VEGETATION AND/OR LANDSCAPING</b>
<b>4</b> U.	SOIL,	VEGETATION AND/OK LANDSCALING

Describe any known issues such as: Contaminated and/or Non-Fertile Soil, Diseased and/or Dying and/or Infested Plants/Trees/Shrubs, etc, Sprinklers/Drip System issues or Lack of Coverage.

☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

# 21. SUPPLEMENTAL WATER SUPPLY (AGRICULTURAL/LIVESTOCK) (Dirt Tanks, Livestock Wells, Ponds, Storage Tanks, Streams, etc.)

Describe known issues such as: Inefficient and/or Inoperable Systems, Low Supply/Production, Poor Quality, Restrictions (Legal or Drought), etc.

☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

#### 22. USE, ZONING AND/OR LEGAL

Describe any known issues such as: Citations from Government Entity, First Right of Refusal, Historic Overlay, Judgments, Lawsuits or Legal Proceedings, Liens, Recipients of Class Action Lawsuit (Kitec, Polybutylene, etc.), Un-Permitted Construction and/or Repairs, Violations of New Mexico Subdivision Act, etc.

☐ If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

23. OTHER

Buyer(s)	Seller(s)





#### **IMPORTANT NOTICE TO SELLER(S) AND BUYER(S)**

The PURCHASE AGREEMENT, <u>NOT</u> this DISCLOSURE STATEMENT, determines whether an item is included or excluded from the sale.

SELLER(S) warrants that the information herein is true, correct, and complete to the best of the Seller's ACTUAL KNOWLEDGE and belief as of the date signed by Seller.

Printed Name	Date	Time
Printed Name	Date	Time
f additional signature lines are needed, please use	NMAR Form 1150 — Signature Adden	dum
waived, Buyer(s) may complete any to inspections and terminate the Agareement. Buyer is advised to thoment fails to disclose an adverse may one of the same is to the same is the sa	y and all inspections of the Pr greement based on inspection roughly review those rights a aterial fact concerning a par free of defects.	operty that he deems necessars are set forth in the Inspection of understand the process. Telescolor feature, fixture, and/
Printed Name	Date	Time
	NCE: This Disclosure Statement is exercise all his rights under and in waived, Buyer(s) may complete any to inspections and terminate the Agareement. Buyer is advised to tho nent fails to disclose an adverse may one of the same is a terminate the	NCE: This Disclosure Statement is not a substitute for any insponential exercise all his rights under and in accordance with the Purchast waived, Buyer(s) may complete any and all inspections of the Protection to inspections and terminate the Agreement based on inspections. Agreement. Buyer is advised to thoroughly review those rights a ment fails to disclose an adverse material fact concerning a particles. NOT imply that the same is free of defects.

Page 8 of 8 NMAR Form 1110 (2023 NOV) ©2022 New Mexico Association of REALTORS®