



REALTOR®

# SELLER'S PROPERTY CONDITION DISCLOSURE

[LISTING AGENT Complete This Section ONLY]



EQUAL HOUSING OPPORTUNITY

SELLER NAME Seler must fill this form out and give it to a buyer once an (the "SELLER")

PROPERTY ADDRESS offer has been accepted. (the "PROPERTY")

LISTING BROKERAGE \_\_\_\_\_ (the "COMPANY")

### [SELLER (ONLY) Complete and Sign Remainder of Form]

**NOTICE TO SELLER.** Each Seller is obligated under law to disclose to the Buyer all facts know to the Seller that materially and adversely affect the value of the Property and that are not readily observable. This disclosure statement is designed to assist the Seller in complying with these disclosure requirements and to assist the Buyer in evaluating the Property. The Company and other real estate brokerages and agents will also rely upon the information contained in this disclosure statement.

**NOTICE TO BUYER.** This is a disclosure of the Seller's knowledge of the condition of the Property as of the date signed by the Seller and is not a substitute for any inspections or warranties that the Buyer may wish to obtain. This is not a warranty of any kind by the Seller.

**COMPANY REPRESENTATIONS REGARDING PROPERTY.** The Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. Accordingly, neither the Company nor any of its agents will make any representations or warranties regarding the physical or legal condition of the Property, including, but not limited to, the condition of any appliances, heating/cooling equipment and systems, plumbing and electrical fixtures and equipment, the roof or foundation, the exact square footage, or the location of property lines. **THE COMPANY AND ITS AGENTS STRONGLY RECOMMEND THAT IN CONNECTION WITH ANY OFFER TO ACQUIRE THE PROPERTY, THE BUYER RETAIN THE PROFESSIONAL SERVICES OF LEGAL AND/OR TAX ADVISORS, PROPERTY INSPECTORS, SURVEYORS, AND OTHER PROFESSIONALS TO SATISFY THE BUYER AS TO ANY AND ALL ASPECTS OF THE PHYSICAL AND LEGAL CONDITION OF THE PROPERTY.**

**OCCUPANCY.** Does Seller currently occupy the Property? [ ] Yes [ ] No. If not, how long has it been since Seller occupied the Property?  
\_\_\_\_\_ years \_\_\_\_\_ months \_\_\_\_\_ weeks [ ] never      Seller's average use per year \_\_\_\_\_ weeks \_\_\_\_\_ months

1. APPLIANCES	None/Not Included	Working	Not Working	Unknown
Built-in Gas Grill				
Built-in Vacuum				
Clothes Dryer				
Clothes Washer				
Dishwasher				
Disposal				
Freezer				
Hood				
Hot Tub				
Microwave Oven				
Oven				
Range				
Refrigerator				
Room Air Conditioner				
T.V. Antenna				
Satellite Dish				
Satellite System				
Trash Compactor				

2. ELECTRICAL SYSTEM	None/Not Included	Working	Not Working	Unknown
Air Purifier				
Ceiling Fan				
Garage Door Opener				
Inside Telephone Wiring & Blocks/Jacks				
Intercom				
Light Fixtures				
Sauna				
Security System				
Smoke/Fire Alarm				
Sump Pump				

ELECTRICAL (Cont.)	None/Not Included	Working	Not Working	Unknown
Switches/Outlets				
220 Volt Service				
Telephone Units				
Vent Fans				

3. HEATING/COOLING SYSTEMS	None/Not Included	Working	Not Working	Unknown
Attic Fan				
Central Air				
Evaporative Cooler				
Fireplace				
Fireplace Insert				
Heat-Electric				
Heat-Gas				
Humidifier				
Propane Tank				
Solar House-Heating				
Woodburning Stove				

4. WATER SYSTEMS	None/Not Included	Working	Not Working	Unknown
Plumbing				
Pool				
Underground Sprinkler				
Fire Sprinkler System				
Water Heater/Electric				
Water Heater/Gas				
Water Heater/Solar				
Water Purifier				
Water Softener				

*Seller's Initials*

*Date*

*Buyer's Initials*

*Date*

**5. ROOF**

Yes No Unknown

Age (if known) Year			
(a) Does the roof leak?			
(b) Has the roof ever leaked during your ownership?			
(c) Has all or any portion of the roof been repaired or replaced during your ownership?			
(d) Do you know of any problems with the roof or rain gutters?			
(e) Is the roof under warranty?			
(f) Is the warranty transferable?			
(g) What is the expiration date of the warranty?			

**6. TERMITES, DRYROT, PESTS**

(a) Do you have knowledge of termites, dryrot, or pests on or affecting the Property?			
(b) Do you have knowledge of any damage to the Property caused by termites, dryrot or pests?			
(c) Is the Property currently under warranty or other coverage by a licensed pest control company			

**7. ADDITIONS/REMODELS**

(a) Have you made any additions, structural changes, or other alterations to the Property?			
b. Have you obtained all necessary permits and final approvals on any such work?			
(c) Did any former owners make any additions, structural changes, or other alterations to the Property?			

**8. STRUCTURAL ITEMS**

(a) Are you aware of any past or present movement, shifting, deterioration, or other problems with the walls or foundation?			
(b) Are you aware of any past or present cracks or flaws in the walls or foundation?			
(c) Are you aware of any past or present water leakage in the Property?			
(d) Are you aware of any past or present problems with driveways, walkways, patios, decks, or retaining walls on the Property?			
(e) Have there been any attempts to repair any problem described above?			

**9. OTHER DISCLOSURES**

Yes No Unknown

a. Is the Property connected to a public water system?			
b. Is the Property connected to a private/community water system?			
(c) Are there separate water rights?			
d. Is the Property connected to a public sewer system?			
e. Is the Property connected to a private/community sewer system?			
f. Does the Property have a septic tank [ ] leach field [ ]?			
g. Does the Property have aluminum wiring?			
(h) Are any trees diseased?			
(i) Is the present use a non-conforming use?			
(j) Have you reached any notices by any governmental or quasi-governmental agency affecting the Property?			
k. Has the fireplace/wood stove(s), chimney/flue been cleaned? Date:			
l. Is the Property connected to a private well?			
m. Does the well have applicable permits?			
(n) Have there ever been any problems with the well such as water quality, flow, pump, etc?			

**10. BASEMENT AND CRAWL SPACE (COMPLETE ONLY IF APPLICABLE)**

(a) Has there ever been any water leakage, accumulation, or dampness within the basement or crawlspace?			
(b) Have there been any attempts to repair any water or dampness problem in the basement or crawl space?			

**11. LAND (SOILS, DRAINAGE AND BOUNDARIES)**

(a) Is there any fill or expansive soil on the Property?			
(b) Do you know of any sliding, settling, earth movement on or adjacent to the Property?			
c. Is the Property located in an earthquake zone?			
d. Is the Property located in a wetlands area?			

**11. LAND (Cont.)**

Yes No Unknown

(e.) Is the Property located in a flood zone?			
(f.) Do you know of any present or past drainage or flood problems affecting the Property or adjoining Properties?			
(g.) Do you know of any encroachment or boundary line disputes or easements affecting the Property?			
(h.) Are there any violations of zoning, building code, or restrictive covenants?			

**12. OTHER MOISTURE CONDITIONS**

(a.) Has there been any water or moisture related damage to floors, walls or ceilings, based on flooding; moisture seepage; moisture condensation; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? [ ] Yes [ ] No [ ] Unknown

**13. MOLD**

(a.) Have you had the Property inspected for the existence of any types of mold? [ ] Yes [ ] No [ ] Unknown\*  
\*If "Yes" attach copy of any inspection report.

(b.) Are you aware of the existence of any types of mold on walls, ceilings, floors, or any other interior portion of the Property? [ ] Yes [ ] No [ ] Unknown

**14. HAZARDOUS CONDITIONS**

Are there any existing hazardous conditions on the Property, such as methane gas, lead paint, radon gas in house or well, radioactive or toxic material, landfill, mineshaft, toxic materials, ureaformaldehyde foam, or asbestos insulation?  
 [ ] Yes [ ] No [ ] Unknown

**15. OTHER MATTERS**

(a.) Is there any existing or threatened legal action affecting the Property? [ ] Yes [ ] No [ ] Unknown

(b.) Do you know of any violation of local, state, or federal laws relating to the Property? [ ] Yes [ ] No [ ] Unknown

**16. CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS**

(a.) Is the Property part of a condominium or other homeowner's association? [ ] Yes [ ] No [ ] Unknown If the answer to this question is "No", you may ignore the remainder of this section.

(b.) Does the owner's association levy assessments for maintenance of common areas and/or other common expenses? [ ] Yes [ ] No [ ] Unknown

(c.) Is there any defect, damage, or problem with any common areas? [ ] Yes [ ] No [ ] Unknown

For any questions regarding the owner's association, contact:  
 (If known)  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_  
 Seller authorized the release of information to Buyer regarding the condition of the Property and current and future assessments.

**IF THE ANSWER IS "YES" TO ANY OF THE QUESTIONS (WHICH ARE MARKED WITH A CIRCLE) IN ANY OF THE PREVIOUS SECTIONS, PROVIDE AN EXPLANATION ON AN ATTACHED ADDENDUM.**

Is there anything else which you should disclose to Buyer because it may materially and adversely affect the value or desirability of the Property: \_\_\_\_\_

**SELLER REPRESENTS THAT THE INFORMATION SET FORTH IN THE FOREGOING DISCLOSURE STATEMENT IS ACCURATE AND COMPLETE TO THE BEST OF SELLER'S KNOWLEDGE. SELLER AUTHORIZES THE COMPANY TO PROVIDE COPIES OF THIS DOCUMENT TO ANY PROSPECTIVE BUYERS, TO REAL ESTATE BROKERS AND AGENTS. SELLER UNDERSTANDS AND AGREES THAT SELLER WILL NOTIFY THE COMPANY IN WRITING IMMEDIATELY IF ANY INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT BECOMES INACCURATE OR INCORRECT IN ANY WAY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OR GUARANTEE OF ANY KIND. HOWEVER, IF AS PART OF ANY SALES CONTRACT TO SELL THE PROPERTY, SELLER WARRANTS THE CONDITION OF ANY PORTION OF THE PROPERTY, THEN TO THE EXTENT THERE IS A CONFLICT BETWEEN ANY SUCH SALES CONTRACT WARRANTIES, AND THE REPRESENTATIONS CONTAINED IN THIS DISCLOSURE STATEMENT, THE TERMS OF THE SALES CONTRACT SHALL CONTROL.**

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

**ANY REPRESENTATIONS REGARDING SQUARE FOOTAGE OF THE PROPERTY ARE APPROXIMATIONS ONLY. BUYER IS RESPONSIBLE TO VERIFY THE ACCURACY OF SAID APPROXIMATE SQUARE FOOTAGE TO BUYER'S SATISFACTION.**

**BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED BY THE COMPANY TO SEEK COMPETENT PROFESSIONAL ADVICE FROM PROPERTY INSPECTORS AND OTHER PROFESSIONALS IN ORDER TO EVALUATE THE CONDITION OF THE PROPERTY AND THE DISCLOSURES CONTAINED HEREIN. BUYER FURTHER ACKNOWLEDGES THAT NEITHER THE COMPANY, NOR ANY OF ITS AGENTS, WILL MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE PROPERTY OR REGARDING THE ACCURACY OF ANY STATEMENTS RELATING TO THE CONDITION OF THE PROPERTY CONTAINED HEREIN.**

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