

Property Condition Disclosure Statement

Name of seller or sellers: LORE E. DEPTWA
Property address: 108 Kensington Place Syracuse NY 13210

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement 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.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This disclosure statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instructions to the seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- if some items do not apply to your property, check "NA" (non-applicable). if you do not know the answer check "UNKN" (unknown).

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

General Information

- How long have you owned the property? 4 YEARS
- How long have you occupied the property? 4 YEARS
- What is the age of the structure or structures? 1930's
Note to buyer- If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.

- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Yes No UNKN NA
- Does anybody else claim to own any part of your property? Yes No UNKN NA (if yes, explain below)
- Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? Yes No UNKN NA (if yes, explain below)

- Are there any features of the property shared in common with adjoining land owners or a homeowners association, such as walls, fences or driveways? Yes No UNKN NA (if yes describe below)

- Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? Yes No UNKN NA (if yes, explain below)

- Are there certificates of occupancy related to the property? Yes No UNKN NA (if no, explain below)

Environmental

Note to Seller - In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short- or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

Property: 108 Kensington Place

Note to Buyer - if contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? Yes No UNKN NA (if yes, explain below)
11. Is any or all of the property located in a designated wetland? Yes No UNKN NA (if yes, explain below)
12. Is the property located in an agricultural district? Yes No UNKN NA (if yes, explain below)
13. Was the property ever the site of a landfill? Yes No UNKN NA (if yes, explain below)
14. Are there or have there ever been fuel storage tanks above or below the ground on the property?
Yes No UNKN NA
if yes, are they currently in use? Yes No UNKN NA Location(s) _____
Are they leaking or have they ever leaked? Yes No UNKN NA (if yes, explain below)
15. Is there asbestos in the structure? Yes No UNKN NA (if yes, state location or locations below)
16. Is lead plumbing present? Yes No UNKN NA (if yes, state location or locations below)
MOST BUT NOT ALL LEAD PIPES HAD BEEN REPAIRED W/ COPPER
17. Has a radon test been done? Yes No UNKN NA (if yes, attach a copy of the report)
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any other hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? Yes No UNKN NA (if yes, describe below)
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? Yes No UNKN NA (if yes, attach report(s))

Structural

20. Is there any rot or water damage to the structure or structures? Yes No UNKN NA (if yes, explain below)
WATER DAMAGE TO REAR GARAGE HAS BEEN FIXED
21. Is there any fire or smoke damage to the structure or structures? Yes No UNKN NA (if yes, explain below)
YES, PREVIOUS INSPECTIONS INDICATE FIRE DAMAGE FROM 1970S IN GARAGE NOT SEER (OW)
22. Is there any termite, insect, rodent or pest infestation or damage? Yes No UNKN NA (if yes, explain below)
23. Has the property been tested for termite, insect, rodent or pest infestation or damage?
Yes No UNKN NA (if yes, please attach report(s))
24. What is the type of roof/roof covering (state, asphalt, other.)? ASPHALT
Any known material defects? NONE
How old is the roof? 4 YEARS OLD
Is there a transferable warranty on the roof in effect now? Yes No UNKN NA (if yes, explain below)
25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions. Yes No UNKN NA (if yes, explain below)

Mechanical Systems & Services

26. What is the water source (circle all that apply - well, private, municipal, other)? if municipal, is it metered?
 Yes No UNKN NA
27. Has the water quality and/or flow rate been tested? Yes No UNKN NA (if yes, describe below)
28. What is the type of sewage system (circle all that apply - public sewer, private sewer, septic or cesspool)?
if septic or cesspool, age? _____
Date last pumped? _____
Frequency of pumping? _____
Any known material defects? Yes No UNKN NA (if yes, explain below)
29. Who is your electric service provider?
What is the amperage? 150 NATIONAL GRID
Does it have circuit breakers or fuses? CIRCUIT BREAKERS
Private or public poles? PUBLIC
Any known material defects? Yes No UNKN NA (if yes, explain below)
30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property?
Yes No UNKN NA (if yes, state locations and explain below)
31. Does the basement have seepage that results in standing water? Yes No UNKN NA (if yes, explain below)

Property: 108 Kensington Place

Are there any known material defects in any of the following (if yes, explain below. Use additional sheets if necessary):

- 32. Plumbing system? Yes No UNKN NA
- 33. Security system? Yes No UNKN NA
- 34. Carbon monoxide detector? Yes No UNKN NA
- 35. Smoke detector? Yes No UNKN NA
- 36. Fire sprinkler system? Yes No UNKN NA
- 37. Sump pump? Yes No UNKN NA
- 38. Foundation/slab? Yes No UNKN NA
- 39. Interior walls/ceilings? Yes No UNKN NA
- 40. Exterior walls or siding? Yes No UNKN NA
- 41. Floors? Yes No UNKN NA
- 42. Chimney/fireplace or stove? Yes No UNKN NA
- 43. Patio/deck? Yes No UNKN NA
- 44. Driveway? Yes No UNKN NA
- 45. Air conditioner? Yes No UNKN NA
- 46. Heating system? Yes No UNKN NA
- 47. Hot water heater? Yes No UNKN NA

48. The property is located in the following school district SYRACUSE CITY SCHOOL DISTRICT

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and flood plain maps)

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

MAY 2005 INSPECTION AVAILABLE UPON REQUEST

- APRIL 2008, FRESHLY PAINTED WINDOWS, TRIM THROUGHOUT ENTIRE HOUSE, KITCHEN WALL, BEDROOM 3 WALLS, OFFICE WALL & DOWNSTAIRS BATH

- NEW ROOF AUGUST 2004, GARAGE ROOF OCT. '05

- NEW KITCHEN FLOOR 5/08

Seller's Certification:

SELLER CERTIFIES THAT THE INFORMATION IN THIS PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE SELLER'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT, HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

Seller *Lori Deptula* date 5/8/08

Seller Lori Deptula date _____

Buyer's Acknowledgment:
 Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer _____ date _____

Buyer _____ date _____



**CONTINGENCY ADDENDUM AND DISCLOSURE OF
INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED
PAINT HAZARDS FOR TARGET HOUSING SALES**

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.

Property Address:

108 Kensington Place
 Street Address
 Syracuse NY 13210
 City State Zip

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 (i) Known lead-based paint hazards are present in the housing (explain):
 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

LED (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the purchaser (Check (i) or (ii) below):
 (i) 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).
 (ii) Seller has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

LED (ii) Seller has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser 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 (i) or (ii) below):
 (i) If this line is checked and by signatures of purchasers and sellers below, purchasers will receive a 10 day opportunity, beginning at 12:01 a.m. on the date of the execution of the purchase and sale agreement by all parties, to conduct a risk assessment or inspection, at purchasers expense, for the presence of lead-based paint and/or lead-based paint hazards. If lead based paint hazards are found by a qualified inspector and written notice to terminate the contract is not given by the purchasers to the sellers by 11:59 p.m. of the 10th day of the inspection period, then this contract is binding and enforceable.
 (ii) 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)

- (e) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

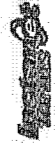
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____ Date _____
 Seller *Lori Deptula* 5/18/08 Date

Buyer _____ Date _____
 Seller *Pei Lin Huang* Date

Agent *Pei Lin Huang* Date
 Agent *Pei Lin Huang* Date

This form has been prepared for the sole use of the Central New York Information Service, Inc. and its members. The Central New York Information Service, Inc., its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.



This form was prepared by Pei Lin Huang using the **ISTANBUL FORMS** internet contract management service.

Rev. 01/01



FRANCHISE DISCLOSURE ADDENDUM

Broker and owner Nastri Real Estate LLC is an independent franchise of the Keller Williams Realty System. Each office is independently owned and operated.

EQUAL OPPORTUNITY POLICY STATEMENT

Nastri Real Estate LLC dba Keller Williams Syracuse is a member of the Multiple Listing Service, which covers the Greater Syracuse area and some surrounding counties. Our agents can show you any homes you wish to see, regardless of location.

It is the policy of Keller Williams Syracuse to comply with local, New York State, and Federal fair housing laws. These laws require that the type of service provided to a home seeker shall not be influenced by the home seeker's race, color, religion, sex, handicap, familial status, or national origin - or such other classes as may be determined by law to be protected classes (collectively referred to as "protected classes"). Our agents are not authorized to discuss with any customer or client the composition of any neighborhood or area based upon protected classes listed. Neighborhood information may usually be secured from local schools, police departments, government offices, or from residents of the area. Further, our agents are not permitted to select houses or other property for prospective buyers on the basis of the neighborhood composition of protected classes.

If at any time in your relationship with this form, you believe that you may not have received equal service because of your protected class, we strongly encourage you to notify either the manager of the branch office through which you are seeking assistance, or the Principal Broker of this company. We do not expect there will be any problems, but we would like the opportunity to correct any problems that you feel may exist.

CERTIFICATION

I have read and understood the information in the "Franchise Disclosure Addendum" and the "Equal Opportunity Policy Statement".

Lori Deptula

SELLER NAME(S)

BUYER NAME(S)

ADDRESS

ADDRESS

PHONE NUMBER

PHONE NUMBER

SIGNATURE OF PROSPECTIVE SELLER

SIGNATURE OF PROSPECTIVE BUYER

SIGNATURE OF PROSPECTIVE SELLER

SIGNATURE OF PROSPECTIVE BUYER

I certify that I have provided the Prospective Buyer(s)/Seller(s) named above with a copy of the "Franchise Addendum" and "Equal Opportunity Policy Statement".

Signature of Sales Associate: Peter Hwang

Broker/Manager: Jan Nastro

Phone: 701-6900

Company Name: Nastri Real Estate LLC dba Keller Williams Syracuse

Date of Signatures: 5/18/08

ADDITIONAL LISTING INFORMATION

FOR PROPERTY LOCATED AT:

108 Kensington Pl

As owner of the property referenced above, I give permission for videos to be taken of the exterior and interior of my property. I also give permission for these images to be used for marketing purposes on the internet.

I also state that there is or will be at time of closing ___ a working carbon monoxide detector located within my property.

To the best of my knowledge children residing at my property attend the following schools:

District: SYRACUSE CITY SCHOOL DISTRICT

Elementary: Ed Smith

Middle: Lemay Middle School | Ed Smith

High School: Nottingham H.S.

Lori Deptula

Signed

Lori Deptula

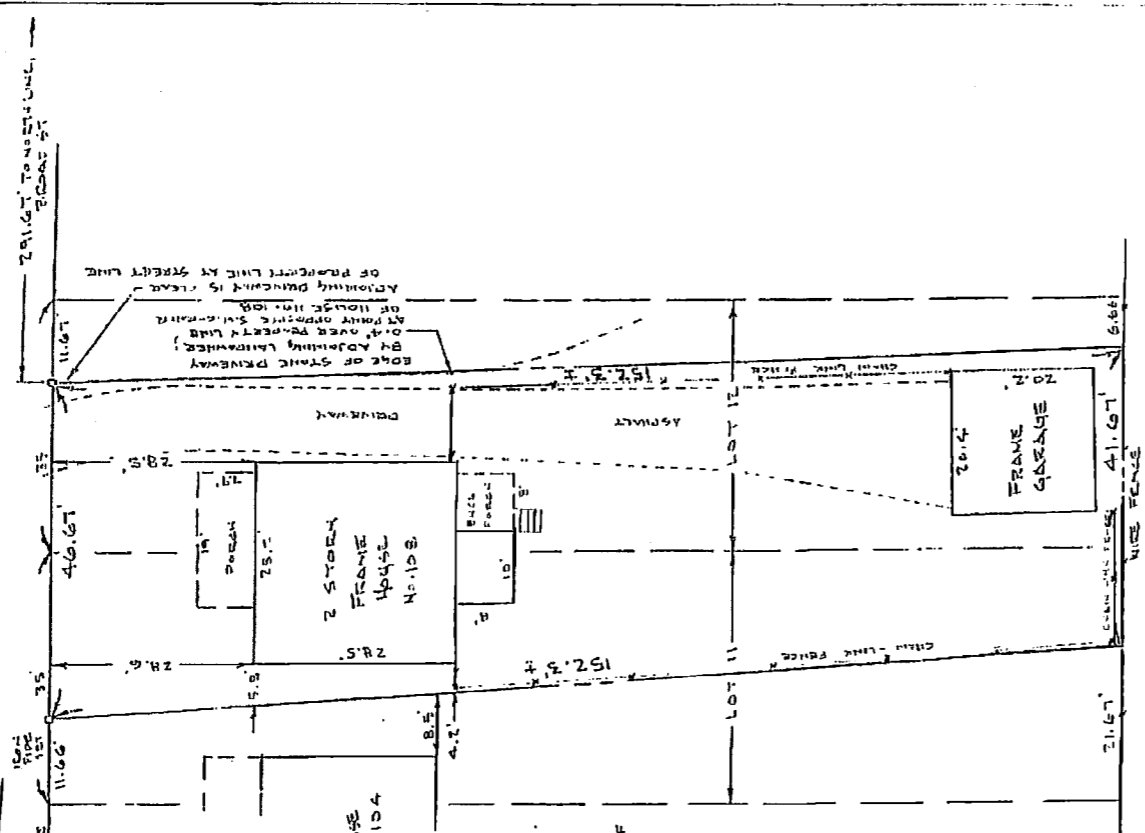
GAS HISTORY

Read Date & Days	Read Type	Total Therms	Utility Charges	Total Charges
4/23/2008	Actual	60	\$98.20	\$98.20
29 days				
3/25/2008	Actual	161	\$198.05	\$198.05
28 days				
2/26/2008	Actual	193	\$226.41	\$226.41
32 days				
1/25/2008	Actual	171	\$197.05	\$197.05
30 days				
12/26/2007	Actual	181	\$211.46	\$211.46
30 days				
11/26/2007	Actual	98	\$127.16	\$127.16
33 days				
10/24/2007	Actual	12	\$30.12	\$30.12
30 days				
9/24/2007	Actual	10	\$24.37	\$24.37
31 days				
8/24/2007	Actual	7	\$21.19	\$21.19
28 days				
7/27/2007	Actual	7	\$22.50	\$22.50
30 days				
6/27/2007	Actual	10	\$27.16	\$27.16
33 days				
5/25/2007	Actual	21	\$42.21	\$42.21
30 days				
4/25/2007	Actual	102	\$137.36	\$137.36
29 days				
3/27/2007	Actual	176	\$210.94	\$210.94
31 days				
2/24/2007	Actual	262	\$284.70	\$284.70
30 days				
1/25/2007	Actual	162	\$183.75	\$183.75
30 days				
12/26/2006	Actual	106	\$143.09	\$143.09
28 days				
11/28/2006	Actual	92	\$125.69	\$125.69
33 days				
10/26/2006	Actual	39	\$60.67	\$60.67
31 days				
9/25/2006	Actual	10	\$25.84	\$25.84
30 days				
8/26/2006	Actual	10	\$26.03	\$26.03
30 days				
7/27/2006	Actual	8	\$23.21	\$23.21
29 days				
6/28/2006	Actual	14	\$32.42	\$32.42
34 days				
5/25/2006	Actual	36	\$61.63	\$61.63
28 days				

ELECTRIC HISTORY

Read Date & Days	Read Type	Total kWh	Utility Charges	Total Charges
4/23/2008	Actual	154	\$36.84	\$36.84
29 days				
3/25/2008	Actual	263	\$49.46	\$49.46
28 days				
2/26/2008	Actual	349	\$61.36	\$61.36
32 days				
1/25/2008	Actual	350	\$62.42	\$62.42
30 days				
12/26/2007	Actual	353	\$63.11	\$63.11
30 days				
11/26/2007	Actual	452	\$74.49	\$74.49
33 days				
10/24/2007	Actual	631	\$96.99	\$96.99
30 days				
9/24/2007	Actual	673	\$102.76	\$102.76
31 days				
8/24/2007	Actual	605	\$96.80	\$96.80
28 days				
7/27/2007	Actual	613	\$97.79	\$97.79
30 days				
6/27/2007	Actual	655	\$105.85	\$105.85
33 days				
5/25/2007	Actual	415	\$72.73	\$72.73
30 days				
4/25/2007	Actual	338	\$59.99	\$59.99
29 days				
3/27/2007	Actual	365	\$66.00	\$66.00
31 days				
2/24/2007	Actual	358	\$65.25	\$65.25
30 days				
1/25/2007	Actual	458	\$73.41	\$73.41
30 days				
12/26/2006	Actual	446	\$71.47	\$71.47
28 days				
11/28/2006	Actual	606	\$90.73	\$90.73
33 days				
10/26/2006	Actual	598	\$90.40	\$90.40
31 days				
9/25/2006	Actual	561	\$86.86	\$86.86
30 days				
8/26/2006	Actual	698	\$105.63	\$105.63
30 days				
7/27/2006	Actual	661	\$93.83	\$93.83
29 days				
6/28/2006	Actual	689	\$102.67	\$102.67
34 days				
5/25/2006	Actual	293	\$51.88	\$51.88
28 days				

KENDINGTON PLACE (FORMERLY LANGELLE ST.)



DEED REFERENCE:
 PATRICIA S. HUGHES &
 KAY S. PRICE
 TO
 KYLE J. ROBERTS & CHRISTINE WOLFF
 DEED BOOK 3999, PAGE 88

TRACT MAP REFERENCE:
 AMENDED MAP OF
 WESTMINSTER TRACT
 FILED SEPT. 22, 1891
 MAP No. 705

RECEIVED AUGUST 21, 1997
[Signature]

RECEIVED MARCH 24, 1995
[Signature]

The Undersigned Certifies That This Map Was Made From
 An Actual Survey Completed JUNE 21, 1995 And
 That Both Map And Survey Are Correct.

[Signature]
 N.Y. State Licensed Land Surveyor No. 49213

THOMAS D. JONES
 Licensed Land Surveyor

5727 Stonykill Street
 East Syracuse, N.Y. 13057

PH. 13151 856-8607

LANDS OF ROBERTS & WOLFF
 PART OF LOTS 11 & 12, WESTMINSTER TRACT

CITY OF SYRACUSE
 01-001D94 01, H. 1

SCALE 1" = 20' DATE 6/25/1995 FILE 219.1

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.

DUAL AGENT WITH DESIGNATED SALES AGENTS

If the buyer and the seller provide their informed consent in writing, the principals or 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.

This form was provided to me by Pei Lin Huang (print name of licensee) of

Keller Williams Syracuse (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 agents

If dual agent with designated sales agents is checked:

_____ is appointed to represent the buyer, and

_____ is appointed to represent the seller in this transaction.

(We) LORI DEPTULA

acknowledge receipt of a copy of this disclosure form:

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

Lori Deptula
Lori S. Deptula

Date: 5/8/08

Date: _____



**NEW YORK STATE DISCLOSURE FORM FOR BUYERS AND SELLERS
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 associates.

Throughout the transaction you may receive more than one disclosure form. The law requires 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 interests 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 AGENT

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 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

