

**Upgrades of 4260 Sandbar Lane  
Liverpool, NY 13090**

1. Roof Shingles and three plywood sheets were installed in the summer of 2005.
2. New garage doors and one garage door opener installed in 2010.
3. Seventeen new windows were installed by Onondaga Windows & Doors in early 2000.
4. Bay window door was installed also with windows.
5. Steel door opening in the garage was changed in 2009.
6. Kitchen floor ceramic tiles, powder room and both bath room floors were installed by Roma Tiles.
7. Kitchen counter top was installed with granite by Roma Tiles.
8. Overhead light fixtures were upgraded in every room: kitchen, family room, hallway and entry door.
9. Electric fixtures in washroom, powder room, both baths upstairs and on the dressing table in the master bedroom were upgraded.
10. Chandelier in the dinette area was upgraded.
11. Chandelier in dining area was upgraded.
12. Fifth car parking was added, extending the regular driveway.
13. Basement is finished.
14. Water heater changed on 11/28/1999.
15. A/C and furnace were changed on 8/19/06.
16. Window dressing (Blinds) installed by Home Décor.
17. All three (3) toilet tanks and toilet bowls were changed to use less water.

**IRMA S. ZALIZNIAK**

4455 Swissvale Drive

Manlius, NY 13104

(315) 682-2015

izalizniak@yahoo.com

May 17, 2011

**4260 SANDBAR LANE, LIVERPOOL, NY 13090**

The square footage for the first and second floors was determined by measuring from the exterior of the house and rounding down to the nearest foot. The square footage for the finished portion of the basement was determined by measuring from the interior of the rooms and rounding up to the nearest foot.

FIRST FLOOR:	18	X	24	=	432
	10	X	29	=	290
	20	X	12	=	240
	6	X	2	=	<u>12</u>
					974

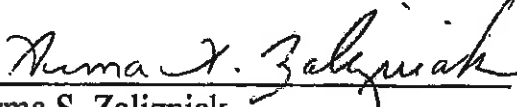
SECOND FLOOR:	40	X	26	=	1,040
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TOTAL ABOVE-GRADE SQUARE FOOTAGE: 2,014 s.f.

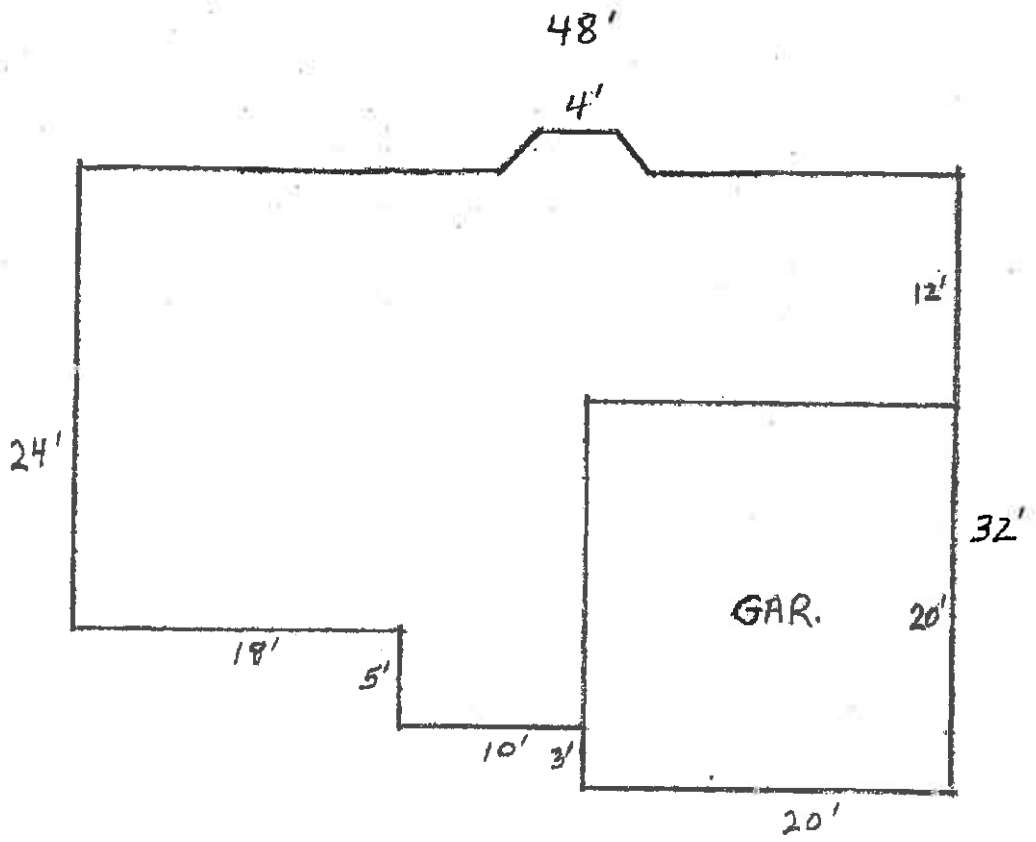
FINISHED PORTION OF BASEMENT:

	17	X	24	=	<u>408</u> s.f.
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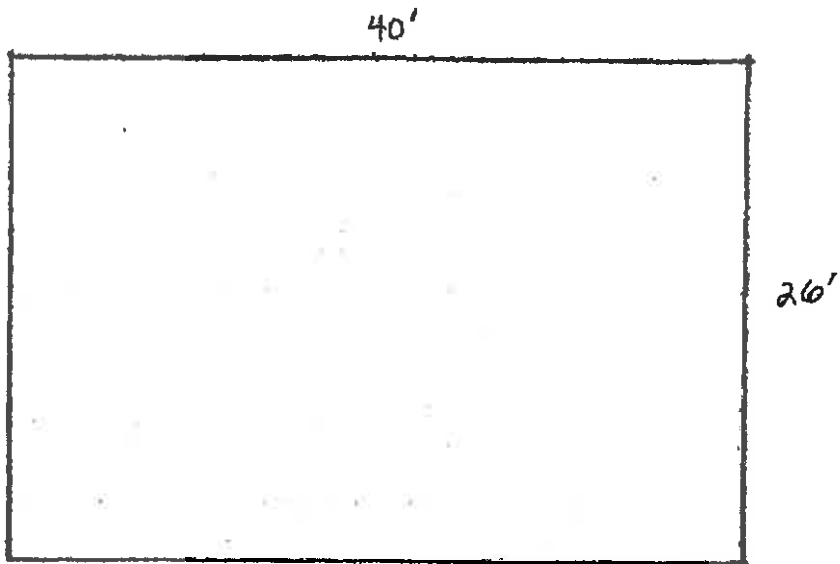
TOTAL SQUARE FOOTAGE INCLUDING  
FINISHED PORTION OF THE BASEMENT: 2,422 s.f.

  
Irma S. Zalizniak  
NYS Cert. No. 45000006512

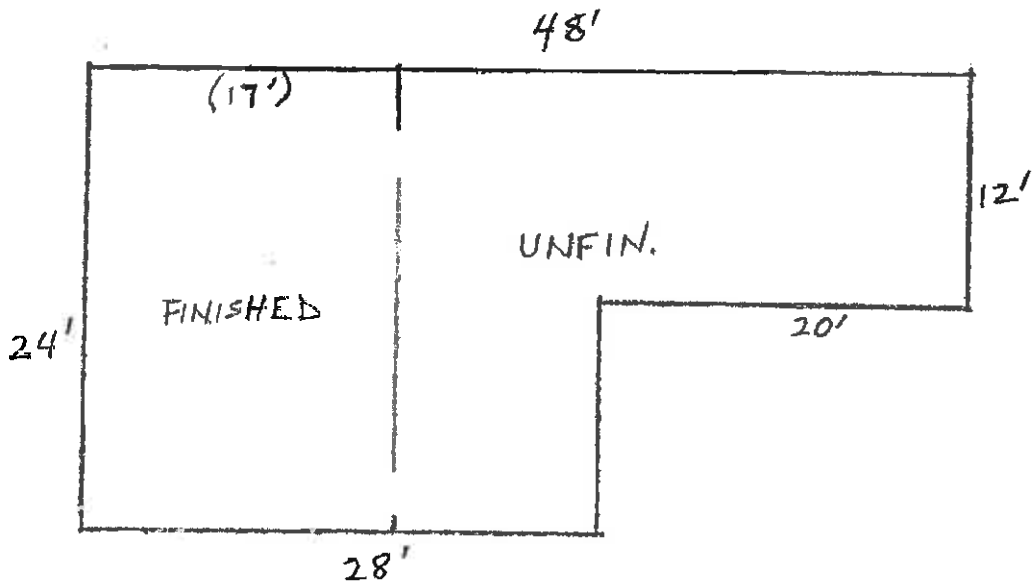
1ST FLOOR



2ND FLOOR



BASEMENT



Electric 4260 Sandbar

Read Date & Days	Read Type	Total kWh	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges
4/25/2011 33 days	Actual	780	\$111.35	\$0.00	\$0.00	\$111.35
3/23/2011 29 days	Actual	706	\$108.00	\$0.00	\$0.00	\$108.00
2/22/2011 29 days	Actual	884	\$133.96	\$0.00	\$0.00	\$133.96
1/24/2011 32 days	Actual	803	\$122.62	\$0.00	\$0.00	\$122.62
12/23/2010 31 days	Actual	902	\$132.24	\$0.00	\$0.00	\$132.24
11/22/2010 30 days	Actual	560	\$87.77	\$0.00	\$0.00	\$87.77
10/23/2010 30 days	Actual	634	\$97.87	\$0.00	\$0.00	\$97.87
9/23/2010 28 days	Actual	679	\$101.91	\$0.00	\$0.00	\$101.91
8/26/2010 30 days	Actual	1,060	\$158.11	\$0.00	\$0.00	\$158.11
7/27/2010 33 days	Actual	1,333	\$202.23	\$0.00	\$0.00	\$202.23
6/24/2010 30 days	Actual	1,069	\$144.68	\$0.00	\$0.00	\$144.68
5/25/2010 29 days	Actual	1,017	\$141.25	\$0.00	\$0.00	\$141.25
4/26/2010 32 days	Actual	759	\$117.76	\$0.00	\$0.00	\$117.76
3/25/2010 28 days	Actual	615	\$96.69	\$0.00	\$0.00	\$96.69
2/25/2010 31 days	Actual	903	\$134.38	\$0.00	\$0.00	\$134.38
1/25/2010 34 days	Actual	955	\$141.12	\$0.00	\$0.00	\$141.12
12/22/2009 31 days	Actual	1,085	\$158.94	\$0.00	\$0.00	\$158.94
11/21/2009 29 days	Actual	693	\$104.30	\$0.00	\$0.00	\$104.30
10/23/2009 29 days	Actual	610	\$91.61	\$0.00	\$0.00	\$91.61
9/24/2009 31 days	Actual	686	\$101.29	\$0.00	\$0.00	\$101.29

Gas 4260 Sandbar

Read Date & Days	Read Type	Total Therms	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges
4/25/2011 33 days	Actual	119	\$140.37	\$0.00	\$0.00	\$140.37
3/23/2011 29 days	Actual	133	\$147.74	\$0.00	\$0.00	\$147.74
2/22/2011 29 days	Actual	167	\$177.64	\$0.00	\$0.00	\$177.64
1/24/2011 32 days	Actual	213	\$206.10	\$0.00	\$0.00	\$206.10
12/23/2010 31 days	Actual	168	\$161.28	\$0.00	\$0.00	\$161.28
11/22/2010 30 days	Actual	89	\$101.49	\$0.00	\$0.00	\$101.49
10/23/2010 30 days	Actual	40	\$59.87	\$0.00	\$0.00	\$59.87
9/23/2010 28 days	Actual	14	\$30.62	\$0.00	\$0.00	\$30.62
8/26/2010 30 days	Actual	10	\$27.83	\$0.00	\$0.00	\$27.83
7/27/2010 33 days	Actual	11	\$28.93	\$0.00	\$0.00	\$28.93
6/24/2010 30 days	Actual	13	\$30.80	\$0.00	\$0.00	\$30.80
5/25/2010 29 days	Actual	49	\$67.57	\$0.00	\$0.00	\$67.57
4/26/2010 32 days	Actual	64	\$82.28	\$0.00	\$0.00	\$82.28
3/25/2010 28 days	Actual	97	\$111.80	\$0.00	\$0.00	\$111.80
2/25/2010 31 days	Actual	189	\$185.96	\$0.00	\$0.00	\$185.96
1/25/2010 34 days	Actual	195	\$189.93	\$0.00	\$0.00	\$189.93
12/22/2009 29 days	Actual	139	\$138.23	\$0.00	\$0.00	\$138.23
11/23/2009 31 days	Actual	81	\$97.48	\$0.00	\$0.00	\$97.48
10/23/2009 29 days	Actual	56	\$76.36	\$0.00	\$0.00	\$76.36
9/24/2009 31 days	Actual	14	\$28.78	\$0.00	\$0.00	\$28.78





NYS Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
(518) 474-4429  
www.dos.state.ny.us

# Property Condition Disclosure Statement

Name of Seller or Sellers: MOHAMMAD & TAHIRA IQBAL  
Property Address: 4260 SANDBAR LANE  
LIVERPOOL, NY 13090-1300

### General Instructions:

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 \$500 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:

- a. Answer all questions based upon your actual knowledge.
- b. Attach additional pages with your signature if additional space is required.
- c. Complete this form yourself.
- d. 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

1. How long have you owned the property? ..... From August, 1989 To DATE
2. How long have you occupied the property? ..... 22 YEARS in August 2011
3. What is the age of the structure or structures? ..... 22 Years in August 2011  
*Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint..*
4. 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
5. Does anybody else claim to own any part of your property? If Yes, explain below .....  Yes  No  Unkn  NA

## Property Condition Disclosure Statement

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? *If Yes, explain below* .....  Yes  No  Unkn  NA

7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? *If Yes, describe below* .....  Yes  No  Unkn  NA

8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? *If Yes, explain below* .....  Yes  No  Unkn  NA

9. Are there certificates of occupancy related to the property? *If No, explain below* .....  Yes  No  Unkn  NA

### 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.

#### 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? *If Yes, explain below* .....  Yes  No  Unkn  NA

11. Is any or all of the property located in a designated wetland? *If Yes, explain below* .....  Yes  No  Unkn  NA

12. Is the property located in an agricultural district? *If Yes, explain below* .....  Yes  No  Unkn  NA

13. Was the property ever the site of a landfill? *If Yes, explain below* .....  Yes  No  Unkn  NA

**Property Condition Disclosure Statement**

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? If Yes, explain below .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
15. Is there asbestos in the structure? If Yes, state location or locations below .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
16. Is lead plumbing present? If Yes, state location or locations below .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
17. Has a radon test been done? If Yes, attach a copy of the report .....  Yes  No  Unkn  NA
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? If Yes, describe below .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
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? If Yes, attach report(s) .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_

**STRUCTURAL**

20. Is there any rot or water damage to the structure or structures? If Yes, explain below .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
21. Is there any fire or smoke damage to the structure or structures? If Yes, explain below ....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
22. Is there any termite, insect, rodent or pest infestation or damage? If Yes, explain below ...  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
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 (slate, asphalt, other)? ..... Asph/wood Shingles with  
\_\_\_\_\_ Singles on.  
• Any known material defects? ..... 6 1/2 years known  
\_\_\_\_\_

**Property Condition Disclosure Statement**

• Is there a transferable warrantee on the roof in effect now? *If Yes, explain below* .....  Yes  No  Unkn  NA

25. Are there any know material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If Yes, explain below* .....  Yes  No  Unkn  NA

**MECHANICAL SYSTEMS AND SERVICES**

26. What is the water source? *(Circle all that apply)* ..... well, private, municipal, other: \_\_\_\_\_

• If municipal, is it metered? ... YES .....  Yes  No  Unkn  NA

27. Has the water quality and/or flow rate been tested? *If Yes, describe below* .....  Yes  No  Unkn  NA

28. What is the type of sewage system? *(Circle all that apply)* ..... public sewer, private sewer, septic, cesspool

- If septic or cesspool, age? .....
- Date last pumped? .....
- Frequency of pumping? .....
- Any known material defects? *If Yes, explain below* .....  Yes  No  Unkn  NA

29. Who is your electrical service provider? ..... NATIONAL GRID  
• What is the amperage? ..... 110 & 220  
• Does it have circuit breakers or fuses? ..... YES  
• Private or public poles? ..... NA  
• Any known material defects? *If yes, explain below* .....  Yes  No  Unkn  NA

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If Yes, state locations and explain below* .....  Yes  No  Unkn  NA

31. Does the basement have seepage that results in standing water? *If Yes, explain below* ....  Yes  No  Unkn  NA

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

**Property Condition Disclosure Statement**

- 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 LIVERPOOL SCHOOL DISTRICT.  Unkn

**Note:** Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and floodplain 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 2011 Home Inspection available upon request.  
2nd Electric Stove and fridge in the garage Stays,  
both appliances working but sold in as is condition.  
Owner will remove upon written request by buyer  
at contract.

Same applies for a Freezer in the basement which  
is in working condition.

**Property Condition Disclosure Statement**

**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's Signature*

Tahira Jghal \_\_\_\_\_

Date \_\_\_\_\_



*Seller's Signature*

M. Jghal \_\_\_\_\_

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's Signature*

\_\_\_\_\_

Date \_\_\_\_\_

*Buyer's Signature*

\_\_\_\_\_

Date \_\_\_\_\_

Property. 4260 Sandbar

**Disclosure Notice and Acknowledgement:**

**A. Disclosure of Potential Conflicts With Other Clients of Broker:** Owner acknowledges that Pei Lin Huang and Pei Lin Team of Keller Williams Realty Syracuse has disclosed and discussed the possibility that:

1. Other potential sellers have listed or may list their property with said Broker, which may involve the sale or lease of similar property as Broker is attempting to market on my behalf.
2. Potential buyers have entered into or may enter into agency agreements with Keller Williams Realty Syracuse, which may involve an attempt to purchase or lease similar property Broker is attempting to sell or lease on my behalf.

Owner consents to Broker's representation of other seller and buyer clients.

**B. Consent to Potential Dual Agency:** I further provide my conceptual consent to a dual agency representation of both me and a buyer client of Broker who may be interested in purchasing my property, with the understanding that both the buyer and I will have the opportunity to determine, at that time, whether to authorize Broker to proceed as a dual agent or not. I understand that in a dual agency representation Broker cannot provide the full range of fiduciary duties, including individual loyalty, to either party, but that I will continue to be provided with Broker's good faith and honest efforts and that the confidentiality of the information I impart to Broker will be preserved.

**C. Broker Duty to Disclose Specific Conflicts:** If any buyer client of Broker expresses an interest in my property or properties, Broker shall immediately notify the buyer and me of the pertinent facts, including that a potential dual agency situation has arisen and that the following options are available:

1. Buyer may become a customer rather than a client of Broker.
2. Buyer may be released from their agency agreement with Broker and may secure representation from another Broker and/or lawyer.
3. With informed consent, both the buyer and seller may elect to continue with Broker serving as a dual agent. If both parties do not consent to dual agency, other arrangements must be made, as set forth above.

**D. Broker Duty When Acting as a Dual Agent:** Broker may not advocate the interest of one client over the other and may not without express permission of the respective party, disclose to the other party that seller will accept a price less than the listed price, or that buyer will pay a price greater than the offered price. Broker's position as a dual agent shall be neutral and evenhanded with respect to both parties. Broker may act as a mediator between the parties.



Owner: X Tahira Iqbal

Broker: Keller Williams Realty Syracuse

Owner: X M. Iqbal

By: Pei Lin Huang

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

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



**ADDITIONAL LISTING INFORMATION FOR PROPERTY LOCATED AT:**

4260 Sandbar

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: Liverpool

Elementary: SRM

Middle: LM

High School: LHS

Signed Tahira Agbal



ESCROW

All parties acknowledge that it may take up to seven (7) business days for the Earnest money funds to clear the bank. In the event the contract is cancelled the funds will be disbursed as soon as they are available from our HSBC Escrow account. In accordance with Section 778 of the General Business Law of the State of New York, we are required to advise you that should Keller Williams Syracuse be the escrow agent in the attached Contract to Purchase or Lease, the down payment will be deposited in the escrow agent's bank account maintained at HSBC during the term of the escrow.

FRANCHISE DISCLOSURE ADDENDUM

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

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to notify you that Keller Williams Syracuse has an affiliation with Homestead Financial Services, Inc. who provides us with financial benefits.

EQUAL OPPORTUNITY POLICY STATEMENT

Natri 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.

COMMISSION PAYMENT AUTHORIZATION

New York State Real Property Law considers the real estate commission due at the time of the meeting of the minds, which would be at the time a Purchase Offer or Lease is accepted. However, most real estate companies, including Keller Williams Syracuse, defer the actual collection of this earned commission until the closing of the sale or lease execution. In consideration of this deferred commission collection we request your authorization for collection of the commission at the closing or lease execution from the proceeds or a certified check. To: Attorney, Closing Agent or Lender's Attorney:

I (we) hereby authorize and request that the real estate commission for the sale/lease/exchange of the above property, or any portion thereof outstanding, be disbursed from the proceeds of the sale/lease/exchange at the time of closing or lease execution as billed to Keller Williams Syracuse, which will indicate direct payment to the applicable real estate companies involved. In the event the proceeds are insufficient, the balance shall be paid by a certified check drawn on or official check issued by any bank, credit union (provided such check is drawn on a New York State bank) or savings and loan association having a banking office in the State of New York.

CERTIFICATION

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

SELLER NAME(S)
X [Signature]
SIGNATURE OF PROSPECTIVE SELLER
X Tahira Ghosal
SIGNATURE OF PROSPECTIVE SELLER

BUYER NAME(S)
SIGNATURE OF PROSPECTIVE BUYER
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: [Signature]
Broker/Manager: [Signature] Phone: 701-6900
Company Name: Natri Real Estate LLC dba Keller Williams Syracuse
Date of Signatures: [Blank]



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

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 Pei Lin Huang Team (print name of licensee) of Keller Williams Syr (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input checked="" type="checkbox"/> Seller's agent                         | <input type="checkbox"/> Buyer's agent                         |
| <input type="checkbox"/> Broker's agent                                    | <input type="checkbox"/> Broker's agent                        |
| <input type="checkbox"/> Dual agent  |  |
| <input type="checkbox"/> 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) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure

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

X M. J. [Signature]

X Tahira Jhal

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

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

ADDITIONAL LISTING INFORMATION FOR PROPERTY LOCATED AT:

4260 Sandbar

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: \_\_\_\_\_

Elementary: \_\_\_\_\_

Middle: \_\_\_\_\_

High School: \_\_\_\_\_

Signed Tahira Agbal