Baird & Warner Residential Sales, Inc.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: _____ **From: Baird & Warner Residential Sales, Inc. ("Broker")**

Property:_____ **Date:** _____

This is to give you notice that Broker has a business relationship with the settlement service providers ("Providers") listed below. The nature of the business relationship is that Broker is 100% owned by Baird & Warner Real Estate, Inc. ("Baird & Warner") and the Providers are owned in whole or in part by Baird & Warner as described below and Broker has a business relationship with Super Home, Inc. Because of these business relationships, this referral may provide Broker and Baird & Warner a financial or other benefit as a results of this referral.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for settlement of your loan on or the purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Key Mortgage Services, Inc.: provides mortgage broker and lending services (100% owned by Baird & Warner which owns 100% of Broker). While rates may vary and are subject to change, its current estimated charge or range of charges for settlement of mortgage loans is as follows: Loan Discount/Origination and/or Mortgage Broker Fee 0%-3% of loan amount; Underwriting Fee $400-$700; Processing Fee $700-$800; Appraisal Fee $350-$1,000; Credit Report Fee $275-$500; Document Preparation Fee $200.

Baird & Warner Title Services, Inc. and **Landtrust National Title Services Corporation**: provide title insurance and settlement services (100% owned by Baird & Warner which owns 100% of Broker). While rates may vary and are subject to change, its current estimated charges or range of charges for title insurance, closing fees, and other miscellaneous charges are as follows: Owner's Title Insurance $2,200-$3,825 up to $1 million in liability (additional charges apply over $1 million; Lender's/Mortgage Title Insurance (purchase transactions) $595-$3,825 up to $1 million in liability (additional charges apply over $1 million); Lender's/Mortgage Title Insurance (refinance transactions) $300 up to $1 million in liability (additional charges apply over $1 million); Closing Fee (purchase transaction) $1,950-$2,750 up to $1,000,000 purchase price (additional charges apply over $1 million); Chain of Title $250; Commitment Update $175; Electronic Recording Fee $35; Email Delivery Fee $60; Illinois Anti-Predatory Lending Database (APLD) Processing Fee $100; Overnight Delivery Fee $60; Standard Loan Policy Endorsements (each) $185-$195; Policy Update Fee $175; Refinance Closing Fee $350; Search/Processing Fee $295; Seller Proceeds Delivery Fee $20; Wire Fee $25-$60, FinCEN Reporting Fee $250.

Adaptive Insurance Agency, Inc.: provides homeowner's insurance policies to property owners (100% owned by Baird & Warner which owns 100% of Broker). While insurance premiums may vary and are subject to change, the current estimated range of premium charges are as follows: Homeowner Insurance $1,067-$7,031 for coverage amounts between $100,000-$1,000,000; Flood Insurance $927-$1,000 for coverage amounts between $100,000-$800,000.

Super Home, Inc. ("Super"): provides buyers and sellers with limited home warranty products (not owned by Baird & Warner or Broker). Super pays Broker a fee to perform marketing services. There is no requirement to purchase a home warranty product from Super.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Broker is referring me/us to purchase the above-described settlement services and Broker and Baird & Warner may receive a financial or other benefit as a result of this referral.

_____ _____

Signature Date Signature Date

Baird & Warner Residential Sales, Inc.
EXCLUSIVE RIGHT TO SELL MARKETING AGREEMENT

Thank you for granting Baird & Warner Residential Sales, Inc. ("Baird & Warner") the exclusive right to sell and market your property.

Seller(s) _____, in consideration of Baird & Warner's designation of one of its Brokers to act as your Designated Agent to advertise, market and sell your property, you ("Seller") agree as follows:

1. Property Address: _____, Unit Number: _____, City: _____, State: ____, Zip Code: _____, County: _____, PIN: _____ ("the Property"), Number of Parking Spaces: ___. Parking is: ☐ Separately Deeded ☐ Limited Common Element ☐ Assigned ☐ Indoor ☐ Outdoor ☐ N/A Assigned Parking Space Number(s): _____ Parking PIN(s): _____.

2. Price: The marketing price shall be $ _____ or such other amount as Seller agrees to accept. Separate deeded parking is included in the purchase price: ☐ Yes ☐ No. If separately deeded parking space(s) is NOT included in the marketing price as set forth above, the marketing price per parking space is $_____ for a full sales price of $ _____ for both property and parking space(s).

3. Term: This agreement ("Agreement") will commence on _____ and terminate _____ if blank, one year from commencement date. This Agreement is irrevocable and may be terminated prior to the termination date only by Baird & Warner. If Baird & Warner exercises its right to early termination, Seller will reimburse Baird & Warner's marketing costs and pay the flat fee compensation amount set forth in Paragraph 4 before the cancellation becomes effective. Seller represents and warrants that any prior broker agreement for the Property has been unconditionally cancelled, expired or terminated before the effective date of this Agreement.

4. Compensation: If the Property is sold, conveyed or exchanged by Baird & Warner, by Seller, or by or through any other person or entity, to anyone who executes a purchase contract OR, during the term of this Agreement, (**a**) exercises a purchase option, (**b**) leases and subsequently purchases the Property, or (**c**) is introduced to the Property by Listing or Cooperating Brokerage and then purchases it within 180 days after termination of this Agreement (the "Protection Period"), then Seller shall pay compensation, as detailed below, on the full sales price including parking space(s). Seller will not be obligated to pay the total compensation if Seller, in good faith, enters into a valid written listing agreement with another Illinois licensed real estate Broker during the term of the Protection Period. The total compensation is earned, due and payable at closing, at the time possession is given on an installment contract or Articles of Agreement for Deed, or upon Seller's default. No compensation is due if the sale is not closed due to buyer's default unless Seller prevails in a suit for specific performance. Compensation is not set by law and is fully negotiable.

(i) Baird & Warner as Listing Brokerage shall receive _____% compensation on the full sales price including parking space(s) plus a $495 flat fee compensation for all services Baird & Warner provides which is not solely for any specific service.

(ii) In the event the Buyer is unrepresented (which means the Buyer is not represented by a broker representative), Baird & Warner shall receive additional compensation of _____% of the full sales price including parking space(s).

(iii) Other compensation, if any _____.

5. Baird & Warner Services and Duties of Seller's Designated Agent: Baird & Warner designates, and Seller accepts:

_____ ("Designated Agent"), a Broker affiliated with Baird & Warner, as Seller's agent. Baird & Warner reserves the right to appoint additional Designated Agents for Seller, if in Baird & Warner's sole discretion, it is necessary. Seller authorizes Designated Agent to allow another Broker affiliated with Baird & Warner, who is not a designated agent of Seller, and therefore does not represent Seller, to sit an open house for the Property or provide similar support to Designated Agent in the marketing of the Property. Seller authorizes Baird & Warner to show the Property to prospective purchasers, display signs, advertise the Property in the local multiple listing service (MLS), private listing and active network, and on any internet or virtual office website Baird & Warner deems appropriate or as indicated below:

In regards to displaying the Property on password-protected brokerage **Virtual Office Websites (VOW)**, Seller hereby directs Baird & Warner as follows:

☐ Allow ☐ Do NOT allow for the Property to be displayed
☐ Allow ☐ Do NOT allow the Property address to be displayed
☐ Allow ☐ Do NOT allow listing remarks to be displayed
☐ Allow ☐ Do NOT allow for public comments about the Property to be displayed
☐ Allow ☐ Do NOT allow for automated price estimates to be displayed

SELLER'S INITIALS _____/_____

In regards to displaying the Property on **Public Consumer Sites (IDX)**, Seller hereby directs Baird & Warner as follows:

- ☐ Allow ☐ Do NOT allow for the Property to be displayed
- ☐ Allow ☐ Do NOT allow the Property address to be displayed
- ☐ Allow ☐ Do NOT allow listing remarks to be displayed
- ☐ Allow ☐ Do NOT allow for public comments about the Property to be displayed
- ☐ Allow ☐ Do NOT allow for price history to be displayed
- ☐ Allow ☐ Do NOT allow for market time to be displayed
- ☐ Allow ☐ Do NOT allow for automated price estimates to be displayed

SELLER'S INITIALS _____/_____

Seller also authorizes Baird & Warner to release selling price, terms and financing information. Baird & Warner will not advertise, or broadcast offers of compensation on any internet website or other advertising medium to buyer brokers or buyer representatives. Seller's Designated Agent will make other Brokers affiliated with Baird & Warner aware of the Property; maintain the confidentiality of information provided by Seller; provide Seller with a comparative market analysis and advise Seller about the pricing of the Property; arrange for viewings of the Property by qualified potential buyers; accept delivery of and present to Seller all offers and counteroffers to buy, sell or lease the Property; assist Seller in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers; answer Seller's questions relating to the offers, counteroffers, notices and contingencies, and provide reasonable safeguards for the confidential information Seller discloses to Seller's Designated Agent. Seller acknowledges and agrees that Baird & Warner owns all material, including without limitation, photographs and written material, created or developed in marketing the Property. Seller acknowledges and understands that Baird & Warner and its Brokers are not inspectors, surveyors, property or maintenance managers, architects, caretakers, legal advisors, or any other service providers other than real estate brokers. Baird & Warner will not order or obtain for Seller any products or services, including without limitation, surveys, soil tests, well and septic system tests and engineering studies, and hereby disclaims responsibility for payment for such services. Illinois law allows Seller's Designated Agent to prepare the sales contract using approved pre-printed forms, but not to prepare other legal documents required to close the sale. Seller agrees that Seller or Seller's attorney will furnish all other legal documents necessary to close the sale.

6. Seller's Duties: Seller agrees to cooperate fully, provide access to Property upon reasonable notice, make best efforts to maintain Property for showings, promptly inform Seller's Designated Agent of any inquiries, to conduct all negotiations through Seller's Designated Agent, to provide an appropriate survey, if applicable, and the required title insurance, and to execute the required legal forms and disclosures. Seller acknowledges that Seller has insured, safeguarded or removed Seller's valuables. Seller further acknowledges that Baird & Warner is not responsible for any of Seller's personal or real property that is damaged, lost, stolen or missing and that neither Baird & Warner nor Seller's Designated Agent has custody of the Property or are responsible for its management, maintenance, upkeep or repair. Seller authorizes Baird & Warner and Seller's Agent to install a lockbox on the Property and/or use other systems (such as a key pad) for entry. Seller grants permission for any Illinois real estate licensee to have access to the Property for purposes of showing. Seller should consult with their attorney before using any audio or video recording devices during the showing of their property to prospective buyers/renters.

7. Rental: If Seller agrees to lease the Property during the term of this Agreement, Seller agrees to pay Baird & Warner at the time of execution of the lease, compensation in an amount equal to one month's rent plus a $50 flat fee as compensation for all services provided under this Agreement, which is not solely for any specific service.

8. Fair Housing: **THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR ANY OF THE PARTIES TO REFUSE TO DISPLAY, SELL, OR LEASE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, FAMILIAL STATUS, PREGNANCY, SEXUAL ORIENTATION, INCLUDING BUT NOT LIMITED TO GENDER IDENTITY, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, MILITARY STATUS, ORDER OF PROTECTION STATUS, AN ARREST RECORD, IMMIGRATION STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.**

SELLER'S INITIALS _____/_____

9. Buyer's Agents: Seller's Designated Agent and other Baird & Warner Brokers may represent other sellers and buyers. Seller acknowledges that a Baird & Warner Broker may represent the buyer of Seller's Property and will then be acting as the buyer's agent. Further, Seller acknowledges that Seller's Designated Agent may have previously represented a buyer interested in the property. Any confidential information learned during that representation remains confidential and under Illinois law may not be disclosed to Seller.

10. Earnest Money: Unless otherwise directed by Seller, Baird & Warner shall hold the buyer's earnest money in trust for the mutual benefit of Seller and buyer consistent with Illinois law. If a dispute arises between Seller and buyer as to whether a default has occurred, Baird & Warner shall release the earnest money pursuant to the joint written direction of Seller and buyer in accordance with the purchase contract or as directed by a court of competent jurisdiction. In its sole discretion, Baird & Warner may deposit the earnest money with the Clerk of the Court in an Interpleader action and shall be reimbursed from the earnest money for all reasonable attorney fees, costs and litigation expenses related to the filing of the Interpleader and/or in defending an action brought by Seller or buyer relating to the earnest money. If Seller defaults and the earnest money is refunded to the buyer,

Seller is not released from Seller's obligations under this Agreement. Seller indemnifies and holds Baird & Warner, its Brokers, and Seller's Designated Agent harmless from any and all claims and demands including reasonable attorneys' fees, costs and litigation expenses, arising out of Seller's default.

11. Dual Agency: Seller hereby acknowledges Seller's receipt and signature on the attached Addendum 1 Dual Agency Disclosure, indicating whether Seller accepts or declines Dual Agency.

12. Dual/Multiple Offers: Seller agrees to provide Seller's Designated Agent with written direction whether or not to disclose to prospective buyers and their agents the existence of dual/multiple offers. Seller's Designated Agent will provide Seller with a disclosure form at the appropriate time.

13. Survey, Title, and Title Insurance: Seller agrees, if applicable, to furnish a survey of the premises dated not more than 180 days prior to the closing date, certified by a licensed surveyor. Title is in the name(s) of _____. Seller represents that all parties having an interest in and the authority to sell the Property are parties to and executed this Agreement. Seller acknowledges that Seller has not added to nor disposed of any part of the Property, nor gained any easements in favor of or against the Property not disclosed in a Title Guaranty Policy. Prior to closing, Seller agrees to furnish at Seller's expense a title insurance commitment for an Owner's Title Insurance Policy in the amount of the sale price, showing good title in the owner's name. Baird & Warner Title Services, Inc. (BWTS) provides title insurance, closing and related title services at competitive pricing.

Check one of the following and initial:

- ☐ Yes, I would like the control and convenience of using Baird & Warner Title Services, or
- ☐ I would like to use another Title Agency, or
- ☐ Have someone contact my attorney for more information:

Attorney Name: _____ Attorney Email: _____ Attorney Phone: _____

SELLER'S INITIALS _____/_____

14. Affiliated Business Arrangement: Seller acknowledges Seller's prior receipt and signature on Baird & Warner's Affiliated Business Arrangement Disclosure Statement.

15. Indemnity: Seller agrees to comply with all federal, state and local laws governing the sale of the Property. Seller acknowledges being informed of Seller's responsibilities under the Illinois disclosure laws and that Seller will comply with Seller's duty to provide accurate and truthful information about the Property. Seller understands that the information Seller provides Baird & Warner for marketing purposes will be used to advertise the Property. Seller agrees to indemnify, save, defend and hold Baird & Warner, its Brokers and Seller Designated Agent harmless from all claims, disputes, litigation, judgments and/or costs, including reasonable attorney's fees, court costs, and litigation expenses arising from **(a)** any misrepresentations or any incorrect information supplied by Seller, **(b)** from any material fact concerning the Property, including latent defects, which Seller fails to disclose, or **(c)** from any claim, loss, damage or injury to any person or property occurring while viewing the Property and/or arising from the condition of the Property.

16. Condominium: If the Property is a condominium, Seller agrees to comply with all requirements of the Illinois Condominium Property Act.

17. Signatures and Severability: The facsimile or electronic signatures of all parties to this Agreement, its Addenda, and any modifications are accepted as original signatures. In case any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, Seller and Baird & Warner agree that the remaining provisions of the Agreement shall remain in full force and effect.

18. Collection of Compensation: If Seller defaults on either the purchase contract or this Agreement then Seller shall pay Baird & Warner the compensation at the time of the default. If Baird & Warner prevails in any action to collect compensation due under this Agreement or enforce any other terms of this Agreement, Seller agrees to reimburse Baird & Warner all reasonable attorney's fees, court costs, and litigation expenses arising out of or related to an action to enforce the terms of the Agreement.

19. Taxes & Assessments:

(a) Real Estate Taxes: $_____ Tax Year: _____

(b) Homeowner Exemption? ☐ **Yes** ☐ **No**

(c) Senior Citizen Exemption? ☐ **Yes** ☐ **No**

(d) Senior Citizen Tax Freeze? ☐ **Yes** ☐ **No**

(e) Condominium Assessment $_____/month

(f) Homeowner Association Dues: $_____, frequency ☐ monthly ☐ quarterly ☐ yearly

(g) Master Homeowner Association Dues: $_____, frequency ☐ monthly ☐ quarterly ☐ yearly

(h) Special Service Area (SSA)? ☐ **Yes** ☐ **No**

(i) Special Assessment? ☐ **Yes** $_____ ☐ **No**

(j) Excluded personal property: _____

20. Entire Agreement: This Agreement and its Addenda constitute the entire agreement between Seller and Baird & Warner and supersede any prior oral or written agreement. It is mutually understood and agreed that no amendment or alterations to the terms of the Agreement, including but not limited, with respect to the amount of compensation or with respect to the time of payment of compensation, shall be valid or binding unless made in writing and signed by the parties. This is not a government-specified form. Seller acknowledges that Seller has read, understood and signed this Agreement. This Agreement includes Addendum 1 and _____.

Accepted by Seller

_____
Seller's Name (Print)

_____
Seller's Signature **Date**

_____
Seller's Name (Print)

_____
Seller's Signature **Date**

_____
Seller's Address (if different from Property)

_____
Seller's Phone

_____
Seller's Email

Accepted By Baird & Warner Residential Sales, Inc.

_____
Designated Managing Broker, Baird & Warner **Date**

_____
Name of Seller's Designated Agent(s) (Print)

_____
Name of Seller's Designated Agent(s) (Print)

_____
Designated Agent(s) Mobile Phone

_____
Designated Agent(s) Email

Baird & Warner Residential Sales, Inc.
Addendum 1 to Exclusive Right to Sell Marketing Agreement
DUAL AGENCY DISCLOSURE

Property Address: _____

Seller's Name: _____

Illinois law requires that Baird & Warner and Seller's Designated Agent provide Seller with the following disclosure regarding dual agency. Please read this disclosure and sign where indicated below:

Seller may appoint Designated Agent to undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the Seller's property. Seller acknowledges that they have been informed of the possibility of this type of representation and, before signing this document, has read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Designated Agent's advice and the client's respective interests may be adverse to each other. Designated Agent will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. Seller acknowledges that Designated Agent has explained the implications of dual representation, including the risks involved, and understands that Seller has been advised to seek independent advice from their advisors or attorneys before signing any documents in this transaction.

WHAT A DESIGNATED AGENT CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Designated Agent (Dual Agent).
4. Disclose financial qualifications of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A DESIGNATED AGENT CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Confidential information that the Designated Agent may know about a client, without that client's written permission**.**
2. The price or terms the seller or landlord will take other than the listing price without the written permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay, without the written permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Designated Agent know. Seller is not required to sign this document unless Seller wants to allow Designated Agent to proceed as a Dual Agent in this transaction. By checking "Yes" and signing below, Seller acknowledges that Seller has read and understands this form and voluntarily consents to Designated Agent acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

☐ **Yes; I/We accept Dual Agency** ☐ **No; I/We decline Dual Agency**

Signature: _____

Date: _____

Signature: _____

Date: _____

MRED
Midwest Real Estate Data

MLS Listing Exemption Authorization

This is an acknowledgement ("Acknowledgement") dated _____ regarding the listing of the property known as _____("Property"), hereinafter _____ is referred to as "Owner" and _____ is referred to as "Broker".

1. **MULTIPLE LISTING SERVICE:** Broker is a participant/customer to MRED's multiple listing service ("MLS"), the prevalent database of properties for sale or rent in the greater Chicagoland metropolitan area that is disseminated to and accessible by all other real estate agents who are participants/customers to the MLS. MRED's purpose is to support its nearly 45,000 real estate professionals in their cooperative efforts to bring together buyers and sellers, renters and lessors and assist in the real estate transaction process.
2. **MANDATORY SUBMISSION TO MLS:** The MLS requires brokers participating in the service to submit all exclusive right to sell, exclusive right to lease, and exclusive agency listings for real property to the MLS") within 48 hours of the effective listing date or within 24 hours after the real estate broker advertises the real property to the general public through a website or utilizes any publicly accessible print advertisements, including for sale signs, whichever is earlier. If Owner declines to permit the listing to be disseminated via the MLS, and the property will not be *advertised to the public through a website or utilizes any publicly accessible print advertisements, including for sale signs* a listing exemption form shall be signed by Owner indicating that Owner does not desire the listing to be immediately filed with the MLS and the listing exemption form shall be filed with the MLS upon request.
3. **EXPOSURE TO BUYERS AND RENTERS THROUGH MLS:** Listing property with the MLS exposes the Property to all real estate brokers and managing brokers who are participants/customers of the MLS or any reciprocating MLSs, and potential buyer and renter clients of those brokers and managing brokers. The MLS may further transmit the MLS database to internet sites or apps that post property listings online.
4. **BROKER DUTIES:** While a listing is accessible 24/7 to all MRED's MLS participants/customers, Owner's Broker continues to maintain the listing by arranging for showings of the Property according to the procedures he/she has explained to Owner. Whether or not a property is listed in the MLS, Broker will remain responsible for providing the minimum services required by law to Owner.
5. **REALTOR® CODE OF ETHICS**: As a member of the National Association of REALTORS≤ (NAR), all MRED participants/customers agree to abide by NAR's code of ethics and cooperate with all brokers in making your property available for showings to prospective buyers or renters. They also adhere to strict NAR guidelines for the presentation and negotiation of contracts, thus furthering the interest of both the client and the public.
6. **NO ADDITIONAL FEES:** There are no additional listing costs charged by MRED for the placement of your Property's listing into MRED's MLS database.
7. **IMPACT OF EXCLUSION OF PROPERTY FROM MLS:** If Property is excluded from the MLS, Owner understands and acknowledges that (a) real estate brokers and managing brokers from other real estate offices who have access to the MLS, and their buyer or renter clients, may not be aware that Owner's Property is offered for sale or lease; (b) information about Owner's Property will not be transmitted by MRED to various real estate internet sites used by the public to search for property listings; and (c) real estate brokers, managing brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.
8. **FAIR HOUSING**: Owner's decision to exclude the Property from the MRED MLS database is based upon reasons other than a refusal or reluctance on Owner's part to show, list, negotiate or sell the Property to an individual on the basis of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, familial status or any other class protected by Article 3 of the Illinois Human Rights Act. Owner acknowledges that they shall also be bound by the provisions of federal, state and local (city and/or county) human rights or fair housing laws (if any) and agree to comply with same.
9. **SELLER OPT-OUT:** Owner understands the implications of not submitting Property to MRED's MLS database and authorizes Broker as follows (Check only one):

   A. ☐ Do not submit Property to the MLS for a period of _____ calendar days from the commencement of the listing.
   B. ☐ Do not submit Property to the MLS until _____(date).
   C. ☐ Do not submit Property to the MLS until additional service(s) (e.g. virtual tours, professional photography, painting, staging, etc.) has been completed. Type of service(s): _____
   D. ☐ Do not submit Property to the MLS during the entire listing provided for in the Agreement.
   E. ☐ Do not submit Property to the MLS until given further written notice.

By signing below, Owner acknowledges that Owner has read, understands, accepts and has received a copy of this form.

Owner Signature _____ Date _____
Address _____ State _____ Zip _____

Owner Signature _____ Date _____
Address _____ State _____ Zip _____

Real Estate Broker (Firm) _____ Listing Agent ID # _____
By (Managing Broker) _____
Address _____ State _____ Zip _____
Managing Broker Signature

CHICAGO ASSOCIATION OF REALTORS®
Private Listing Status Authorization

This Contract is Intended to be a Binding Real Estate Contract

Brokerage:_____ **Designated Agent:**_____

Seller(s): _____

Listed Property: _____

1. Private Listing Status: Brokerage subscribes to the Midwest Real Estate Data Multiple Listing Service ("MLS"). The MLS offers a private listing status. The private listing status is separate from the public MLS, into which brokerages and their affiliated brokers may elect to input a subset of the information about listings that would otherwise be submitted to the public MLS. MLS rules require that any listing utilizing any publicly accessible advertising, including print advertising, signage or internet, must be entered into the MLS either as a private listing within 24 hours of marketing, or as an active public listing within 48 hours of marketing the property. The information regarding private listings is accessible to all brokerages and their affiliated brokers who are participants in the MLS. In order to input and market private listings, brokerages and their affiliated brokers must follow all applicable MLS rules and regulations. Information about private listings will not be distributed publicly by the MLS, including those sites operated by other MLS participants as public facing websites or as virtual offices, or on websites operated by any other third party, such as publicly accessible national listing aggregation websites. This does not prohibit brokerages from directly placing listings on these same sites outside of the MLS.

While the use of private listings may lead to a sale or lease, marketing activities associated with private listings reach a limited pool of potential buyers and tenants. Seller hereby grants Brokerage the authority to list the Listed Property as a private listing and understands that such private listing will limit the scope of marketing for the Listed Property. Private listings are subject to the Illinois Real Estate License Act of 2000, as amended, and all applicable local, state or federal laws or regulations related to the marketing, sale, or lease of real estate, and require a valid signed exclusive brokerage agreement. Seller acknowledges that Brokerage has obligations under applicable rules and regulations as a condition of placing the Listed Property as a private listing. Seller further acknowledges that during the period during which the Listed Property remains a private listing, information about the Listed Property may not be transmitted through the MLS used by the public to search for property listings.

2. Seller Directions. Seller fully understands the differences between private listing status and active public status in the MLS, and authorizes Brokerage to place the Listed Property as a private listing in the MLS within 24 hours of public marketing ***OR*** on _____, 20___; and further directs Brokerage as follows: ***[choose one]***

- ☐ Do not submit the Listed Property to active public status in the MLS for a period of _____ calendar days from the commencement of this authorization.
- ☐ Do not submit Listed Property to active public status in the MLS until _____(date).
- ☐ Do not submit the Listed Property to active public status in the MLS until the following additional service(s) (e.g. virtual tours, professional photography, painting, staging, etc.) has been completed:_____
- ☐ Do not submit Listed Property to active public status in the MLS during the entire listing period.
- ☐ Do not submit Listed Property to active public status in the MLS until given further written notice.

Further Direction:

[choose one] ☐ [Show] ***OR*** ☐ [Do Not Show] the Listed Property to prospective buyers, tenants and/or their brokers.

[choose one] ☐ [Share] ***OR*** ☐ [Do Not Share] the Listed Property information with prospective buyers, tenants and/or their brokers.

3. Brokerage Duties: While information about private listings or active public listings may be accessible at all times to MLS participants, Brokerage remains responsible for the marketing of the Listed Property including, among other things, arranging for showings of the Listed Property according to directions from Seller. Whether or not the Listed Property is input into the MLS as a private listing or active public listing, Brokerage will be responsible for providing to the Seller the minimum services required by state and federal law.

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4. REALTOR® Code of Ethics: As members of the National Association of REALTORS® ("NAR"), Brokerage and all REALTOR® MLS participants agree to abide by NAR's Code of Ethics, which includes a duty to cooperate with other brokers when in the best interest of the client, and by making the Listed Property available for showings to prospective buyers and tenants. REALTORS® also adhere to strict NAR guidelines for the presentation and negotiation of contracts, thus furthering the interest of both the Seller and the public.

5. Fair Housing. Seller's decision to exclude the Listed Property from active public status in the MLS is based upon reasons other than an unlawful refusal or reluctance to show, negotiate, sell or rent the Listed Property to someone on the basis of race, color, religion, national origin, sex, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, familial status, gender identity, or any other class protected by Article 3 of the Illinois Human Rights Act, the Fair Housing Act, or any other federal, state, or local law that prohibits discrimination. Seller acknowledges the obligation to be bound by all applicable provisions of federal, state, and local human rights or fair housing laws, and agrees to comply with same.

By signing below, Seller acknowledges that Seller has read, understands, accepts the terms of this private listing status authorization form and authorizes Brokerage to share Listed Property information.

_____	_____
Seller Signature Date	Designated Managing Broker Signature Date
_____	_____
Seller Name (print)	Designated Managing Broker Name (print)
_____	
Seller Signature Date	
_____	
Seller Name (print)	

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Illinois REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT
(765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: _____

City, State & Zip Code: _____

Seller's Name: _____

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of _____, 20_____. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

	YES	NO	N/A	
1.	☐	☐	☐	Seller has occupied the property within the last 12 months. (If "no," please identify capacity or explain relationship to property.) _____ _____ _____
2.	☐	☐	☐	I currently have flood hazard insurance on the property.
3.	☐	☐	☐	I am aware of flooding or recurring leakage problems in the crawl space or basement.
4.	☐	☐	☐	I am aware that the property is located in a floodplain.
5.	☐	☐	☐	I am aware of material defects in the basement or foundation (including cracks and bulges).
6.	☐	☐	☐	I am aware of leaks or material defects in the roof, ceilings, or chimney.
7.	☐	☐	☐	I am aware of material defects in the walls, windows, doors, or floors.
8.	☐	☐	☐	I am aware of material defects in the electrical system.
9.	☐	☐	☐	I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
10.	☐	☐	☐	I am aware of material defects in the well or well equipment.
11.	☐	☐	☐	I am aware of unsafe conditions in the drinking water.
12.	☐	☐	☐	I am aware of material defects in the heating, air conditioning, or ventilating systems.
13.	☐	☐	☐	I am aware of material defects in the fireplace or wood burning stove.
14.	☐	☐	☐	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
15.	☐	☐	☐	I am aware of unsafe concentrations of radon on the premises.
16.	☐	☐	☐	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
17.	☐	☐	☐	I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
18.	☐	☐	☐	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
19.	☐	☐	☐	I am aware of current infestations of termites or other wood boring insects.
20.	☐	☐	☐	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
21.	☐	☐	☐	I am aware of underground fuel storage tanks on the property.
22.	☐	☐	☐	I am aware of boundary or lot line disputes.
23.	☐	☐	☐	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
24.	☐	☐	☐	I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary: _____

_____

_____

_____

_____

_____

Check here if additional pages used: _____

Seller certifies that seller has prepared this report and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

THE SELLER ACKNOWLEDGES THAT THE SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE PROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO SECTION 30 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO CLOSING.

Seller: _____ Date: _____

Seller: _____ Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. **THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT THE PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.**

Prospective Buyer: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

A COPY OF SECTIONS 5 THROUGH 65 OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 *et seq.*

Section 5. Definitions: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

"Seller" means every person or entity who:

(1) is a beneficiary of an Illinois land trust; or

(2) has an interest, legal or equitable, in residential real property as:

i. an owner;

ii. a beneficiary of a trust;

iii. a beneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument; or

iv. a contract purchaser or lessee of a ground lease.

"Seller" does not include a party to a transfer that is exempt under Section 15 or a beneficiary who has both (i) never occupied the residential real property and (ii) never had management responsibility for the residential real property.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of a ground lease of residential real property by means of a transfer for value to which this Act applies.

"Contract" means a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. Seller Exemptions. A seller in any of the following transfers is exempt from this Act, regardless of whether a disclosure report is delivered:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. As used in this paragraph, "trust' includes an Illinois land trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure report furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has never been occupied. This does not include rehabilitation of existing residential real property.

Section 20. Disclosure Report Requirements. A seller of residential real property shall complete all items in the disclosure report described in Section 35. The seller shall deliver to the prospective buyer the written disclosure report required by this Act before the signing of a contract.

Section 25. Liability of seller.

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure report supplement. If, prior to closing, any seller becomes aware of an error, inaccuracy, or omission in any prior disclosure report or supplement after delivery of that disclosure report or supplement to a prospective buyer, that seller shall supplement the prior disclosure report or supplement with a written supplemental disclosure, delivered by any method set forth in Section 50.

Section 35. Disclosure report form. . . .[omitted]

Section 40. Material defect.

(a) If a seller discloses a material defect in the Residential Real Property Disclosure Report, including a response to any statement that is answered "yes" except numbers 1 and 2, and, in violation of Section 20, it is delivered to the prospective buyer after all parties have signed a contract, the prospective buyer, within 5 business days after receipt of that report, may terminate the contract or other agreement with the return of all earnest money deposits or down payments paid by the prospective buyer in the transaction without any liability to or recourse by the seller.

(b) If a seller discloses a material defect in a supplement to this disclosure report, the prospective buyer shall not have a right to terminate unless:

(i) the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure was completed and signed by the seller; (ii) the material defect is not repairable prior to closing; or (iii) the material defect is repairable

prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.

(c) The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set forth in Section 50, at the contact information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall limit the remedies available under the contract or Section 55.

Section 45. Other Law. This Act is not intended to limit remedies or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of disclosure report. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal delivery or facsimile, email, or other electronic delivery to the prospective buyer at the contact information provided by the prospective buyer or indicated in the contract or other agreement;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

(3) depositing the report with an alternative delivery service such as Federal Express or UPS, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure report prior to the conveyance of the residential real property, the prospective buyer shall have the right to terminate the contract. A seller who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that the seller knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney's fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Section 65. Disclosure Report Form; Contents; Copy of Act. A copy of Sections 5 through 65 of Article 2 of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer: _____

Seller: _____

ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement
Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

_____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).

_____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.

_____ (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

_____ (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

_____ (e) Purchaser has received copies of all information listed above.

_____ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

_____ (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above, and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller _____ **Date** _____

Seller _____ **Date** _____

Purchaser _____ **Date** _____

Purchaser _____ **Date** _____

Agent _____ **Date** _____

Agent _____ **Date** _____

Property Address: _____

City, State, Zip Code: _____

ILLINOIS REALTORS®

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

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: _____

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- ◯ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

  _____

  _____

- ◯ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and Reports available to the seller (check one below):

- ◯ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____

  _____

- ◯ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.

_____ (e) Purchaser has (check one below):

- ◯ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- ◯ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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Agent's Acknowledgment (initial)

_____ (f) Seller's 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.

_____ (g) Purchaser's 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.1

Certification of Accuracy

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

Seller_____ Date_____ Purchaser_____ Date_____

Seller_____ Date_____ Purchaser_____ Date_____

Seller's Agent_____ Date_____ Purchaser's Agent[1] _____ Date_____

[1] Only required if the purchaser's agent receives compensation from the seller.

(This disclosure form should be attached to the Contract to Purchase.)

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