



CONTACT AND PROPERTY INFORMATION

Please fill out all information.

*** Both owners will need to sign and initial these forms. ***

If you were married after the purchase of this property your spouse must sign and initial all forms or provide a marital waiver.

Owner Contact Information:



Name(s): _____



Mailing Address: _____

City: _____ State _____ Zip _____

E-Mail: _____ Backup E-Mail _____

Best Contact Phone Number #1: _____ Who/Type?: _____

Agents/buyers should use this number to schedule showings

Great Contact Phone Number #2: _____ Who/Type?: _____

Agents/buyers should use this number to schedule showings

Good Contact Phone Number #3: _____ Who/Type?: _____

Agents/buyers should use this number to schedule showings

Property Information:



Street #: _____ Direction: _____ Street Name: _____ Suffix _____

Unit #: _____ City & State: _____ Zip Code: _____ - _____

Improvement Survey (Help us improve our service by answering these questions)

How did you hear about us? (if person please use name)? _____

What search terms would you use to search for us on Google or Yahoo? _____

Why are you selling your home?

Moving in town Relocating out of town Already moved Foreclosure or financial Other _____

Why did you decide to use our service? Lower list price Save commissions Other: _____

What is your deadline for selling? 1-2 months 2-4 months 4-6 months 6-12 months No urgency

How long will you try selling? 1-2 weeks 1-2 months 2-4 months 4-6 months 6-12 months Always

What other services would you appreciate from us? Pricing assistance Selling advice Marketing Advice

Mortgage / Re-Financing Advice Help finding next home Foreclosure avoidance Property leasing and management

Comments or Recommendations for us? _____

**Real Estate Listing Agreement
Exclusive Agency - Transaction Brokerage**

This Exclusive Agency Agreement is made and entered into, by and between **Avenue, LC**, hereinafter sometimes referred to as "**Broker**," and the undersigned, hereinafter sometimes referred to as "**Client**." **This Agreement shall be effective on the date that the last of the parties hereto signs this Agreement, referred to as the Effective Date.**

WHEREAS, Broker is a limited liability company duly organized and existing under and by virtue of the laws of the State of Missouri and authorized to do business in the State of Kansas (licensed by real estate authority in Kansas and Missouri) and is engaged in the business of providing real estate services through its agents;

WHEREAS, Client is an individual (or individuals) who owns residential real estate, hereinafter sometimes referred to as "property" commonly known and numbered as:

Street #: _____ Direction: _____ Street Name: _____ Suffix _____

Unit #: _____ City & State: _____ Zip Code: _____ - _____

which Client is desirous of selling utilizing the services of Broker;

NOW, THEREFORE, in consideration of the premises and of the promises, covenants and agreements hereinafter set forth,

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS, TO-WIT:

1. **ENGAGEMENT OF BROKER.** Client hereby engages Broker to act on Client's behalf as a Transaction Broker with respect to the above-described real property and to perform the services hereinafter specified. Client agrees that Client's engagement of Broker is exclusive, and that for the term of this Agreement, Client shall not engage or employ or enter into any agreement with any other person or entity to list Client's property for sale or to otherwise perform the services that Broker shall perform hereunder.

2. **LISTING.** Client hereby authorizes Broker to list Client's real property for sale for the price of: \$ _____ and to represent and advertise that Client will pay a Buyer's Agent a real estate commission of _____ % of the selling price of Client's real property in the manner set forth below in paragraph 15.

3. **SERVICES OF BROKER.** Broker shall provide only the following limited services for and on behalf of the Client and in so doing shall exercise reasonable care and skill:

3.1 **MLS LISTING SERVICE.** Broker shall register Client's above-described real property with the Multiple Listing Service ("MLS") within two (2) working days after this agreement has been signed by both Broker and Client and Client has provided Broker with the completed MLS data worksheet.

3.2 **LISTING PERIOD SERVICE.** Broker will provide Limited Exclusive Agency services but will at minimum provide the following services: (a) Accepting delivery of and presenting to the Client or prospective purchaser (hereafter referred to as Customer) offers and counteroffers to buy, sell, or lease the Client's property; (b) Assisting the Client or customer in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; (c) Answering the Client's or customer's questions relating to the offers, counteroffers, notices, and contingencies and (d) Providing to Client a written schedule of material events/contingencies set forth in an accepted contract for the sale of the property from the date of the signing of the contract by Client through the closing of the sale transaction. Once property is listed on MLS Client will be provided with listing information for approval or corrections. Broker will provide two edits to listing information during the listing period, free of charge. Additional revisions of listing information, or photo changes, may be made for a fee of \$25 per change to be paid by Client. Changes to the price or status (sold or under contract) of MLS listing are made by broker free of charge to Client.

4. **SEE FOR SERVICES.** Client shall, at the signing of this agreement by Client, pay or have paid, to Broker a basic upfront flat fee of \$ _____ for the above described services and such additional fees as may be agreed to between Broker and Client in accordance with paragraph 5 below. The Broker shall be entitled to the entire flat fee upon registering the Client's real property with the MLS. The Broker's flat fee shall be deposited into Broker's general account and not into a real estate trust account. The Broker's flat fee is not contingent upon a sale of the Client's real property nor is it refundable.

5. **ADDITIONAL SERVICES.** Broker shall provide those additional services for and on behalf of the Client as are set forth on Exhibit A hereto or as may be added to Exhibit A at any time after the Effective Date by the mutual written consent of Broker and Client, which written consent shall be indicated on Exhibit A. Client shall pay fees for such services in the amounts and in the manner set forth on Exhibit A or as provided on Exhibit A at the time of such agreement.

6. **CLIENT RESPONSIBILITIES.** Unless specifically agreed to by Broker and set forth on Exhibit A as an additional service, and in addition to any other obligation of Client in this Agreement, Client shall be solely responsible for and/or agrees to the following: (a) the performance of all terms of any contract for the sale of the property which require performance, consent or any other action by Client, including but not limited to any duty to pay any money for any cost or expense, any review of any report and any negotiation of the terms of the contract as a result of any such reports and the supervision and arranging of any third party inspections or Customer walk throughs. (b) to provide to Broker a complete copy of any accepted contracts for the sale or lease of the property from acceptance through closing, including any amendments, inspection documents and final settlement statements; (c) to allow Broker to cancel the MLS listing in the event Client enters into a contract for the sale of the property with a Customer that is not represented by a Buyer's Agent; (d) to complete the Seller's Disclosure Statement to be provided to Customers and to update such Statement at time of contract or upon request of Broker; (e) to thoroughly review the listing information prepared by the Broker and advise the Broker

Initial _____ Initial _____

immediately of any errors or omissions, including but not limited to the age of property, size of property, dimensions of rooms and size of the lot.

6. **TERM OF AGREEMENT.** This Agreement shall commence on the Effective Date and shall end on the 15th day of the 7th month after the effective date, or upon the closing of a sale of the Client's above-described property, whichever first occurs or upon written cancellation by Client. Broker shall have no duty to market Client's real property as aforesaid subsequent to Client having entered into a contract for the sale of Client's real property. Written requests may be mailed to Avenue, LC at 14434 S. Outer 40, Chesterfield, MO 63017. Faxes may be sent to (866) 827-3853. Broker shall cancel the MLS listing of Client's property immediately upon the end of this Agreement.

7. **CLIENT'S REPRESENTATIONS AND INDEMNIFICATION OF BROKER.** Client understands that State law requires that Client disclose any material defects in the property known to Client to Customers and that failure to do so may result in civil liability of Client for damages. Client warrants there are no known defects in the subject property except as will be indicated on the Seller's Disclosure Statement. Client agrees to hold Broker, affiliated licensees, employees, all cooperating Brokers, agents, and employees harmless from any damages or civil or criminal actions, all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising out of any misrepresentation, nondisclosure, or concealment by Client in connection with the sale of the property including, without limitation, inaccuracy of information provided by the Client for the preparation of the listing data, Seller's Disclosure Statement, or otherwise in connection with the sale of the property. Therefore, Client agrees that he/she will personally assume all responsibility for any complaints made by a Customer before or after possession with respect to defects in or problems with any such item or representation. The Broker shall not be responsible in any manner.

8. **BROKER'S DUTIES.** (Pursuant to K.S.A. 58-30,106, RSMO 339.755) **BROKER WILL ACT AS A TRANSACTION BROKER AND WILL NOT BE AN AGENT OR ADVOCATE OF SELLER.** Broker shall act as a Transaction Broker with respect to any sale of Client's property hereunder and shall render the services listed in paragraph 3.2 hereof and Exhibit A, if any, in accordance with the duties and obligations imposed upon it pursuant to Missouri law as set forth in Section 339.755 R.S. Mo., or Kansas law as set forth in K.S.A. Section 58-30,113, depending upon whether Client's property is located in Missouri or Kansas. Copies of Section 339.755 R.S.Mo and K.S.A. Section 58-30,113 are attached hereto. Client acknowledges such duties and obligations as well as those items listed in Section 339.755 R.S.Mo and K.S.A. Section 58-30,113 for which Broker has no duty or responsibility to Client and the other rights of Broker listed therein.

9. **BROKERAGE RELATIONSHIPS DISCLOSURE.** The Broker and those licensed real estate agents that are either employed by the Broker or affiliated with the Broker shall be the only persons authorized to act for or on behalf of the Client. Client understands and agrees that Broker can show the Property and obtain offers from all Customers, including Customers with whom Broker has an agency relationship. Broker shall notify Client and Customer of Broker's intention to represent neither but to assist both the Client and the Customer (Transaction Brokerage is available in both Kansas and Missouri), or designate an agent for the Customer and another to represent Client (Designated Agency is available in both Kansas and Missouri). Neither the Broker nor any licensed real estate agent employed by or affiliated with the Broker shall act as a disclosed dual agent (Missouri properties only), and the Broker will not authorize any other broker or real estate agent to act for the Broker as a sub-agent for or on behalf of the Client, unless specifically authorized in this agreement or in another writing signed by the Client. The Broker's agency is limited strictly to the services listed above and the Broker is not authorized to act for or on behalf of Client for any other purpose. Client also understands and agrees that as part of the marketing of the property, Broker may be showing Customers properties other than the Property and providing Customers with information on selling prices in the area. Client understands that Broker may show alternative properties not owned by Client to prospects and may list competing properties for sale without breaching any duty or obligation to Client. The relationship of the Broker and the Client is strictly a fee for service relationship.

10. **INSPECTIONS.** The Broker shall have no duty to arrange for mechanical, municipal, safety, structural, termite or other inspections nor shall Broker have any duty to attend any such inspections, or advise Client with respect to inspection reports and/or demands and/or prepare, deliver, and/or negotiate with respect thereto.

11. **ACCESS FOR SHOWINGS.** Client shall provide Broker as well as agents employed by or affiliated with Broker authorized by Broker, the right to enter upon the premises at all reasonable times for the purpose of showing the same to Customers, at which times Client shall have all utilities turned on.

12. **LIABILITY.** Broker shall not be liable to Client for any vandalism, theft, or damage of any nature to the above-described real property, personal property and/or personal effects caused by any person, but shall bear responsibility only for any damage or loss directly caused by an employee of Broker as a result of gross negligence.

13. **INSURANCE.** Client represent and warrant that the above-described real property is, and during the term of this agreement shall be, fully insured against loss or damage by fire, wind and all other perils for which insurance is customarily issued.

14. **SALES INFORMATION.** Client shall provide all sales information customarily set forth in the MLS and Internet listings and shall be solely responsible to third parties for any misrepresentations therein or omissions therefrom. Client authorizes Broker to notify MLS and Internet of a signed sales contract on the above-described real property and hereby authorizes Broker to reveal the sales price to other MLS members prior to closing and final settlement of the sale solely for the purpose of establishing market value of other properties.

15. **BUYER'S AGENT'S FEE.** Client has been informed by Broker and understands that other real estate brokers acting as Buyers' Agents will be showing Client's real property to Customers and that in the event any such Customer enters into a contract for the sale of Client's real property that said Buyer's Agent will be entitled to the fee which Client authorized Broker to represent and advertise in Paragraph number 2 hereof, payable by Client, of and from the proceeds of the sale, for which Client will be solely responsible. Client shall pay such buyer's agent fee to Broker at closing and Broker will contemporaneously pay all of such fee to such Buyer's Agent. Client further agrees that if a Customer first looks at the property with Client without a Buyer's Agent, but then chooses to conclude the purchase with a Buyer's Agent, Client shall pay the Buyer's Agent Fee as set forth above.

In the event any claim is made against Broker wherein it is or may be claimed that Broker is responsible for all or any part of a real estate broker's or agent's fee for producing a purchaser of Client's real property, Client shall indemnify, defend and hold harmless the Broker of and from any and all liability, loss or damage by reason thereof including any and all attorney fees and costs incurred by Broker.

Initial _____ Initial _____

16. **CLIENT PRODUCES BUYER.** Broker shall perform all duties herein contained as part of Broker's base flat fee whether or not a purchaser deals directly with client throughout the process or utilizes the services of a Buyer's agent at any point in the process..

17. **HOME/NEIGHBORHOOD ASSOCIATIONS (Initial appropriate statement):**



17.1. [] To the best of our knowledge there is no active home or neighborhood association in the area for which the property is subject to assessment. We have never been billed for or paid any home association dues, nor, to our knowledge, are there any such dues outstanding which could be a lien on the property.

17.2. [] We pay homes/neighborhood association dues in the amount of \$ _____ payable on a [] monthly [] quarterly [] semi-annual [] yearly basis.

18. **HOME WARRANTY.** It is recommended the Client purchase a home protection plan for the property to increase the marketability of the property and to reduce the Client's risk for limited system defects after the sale.

19. **LEGAL AND PROFESSIONAL ADVICE.** Broker suggests Client seek legal, tax, and other professional advice relative to any real estate transaction. Broker makes no representation or warranty respecting the advisability of any transaction. Broker is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition, hazardous material, engineering, or other specialized topics. Client is encouraged to seek expert help in such areas. Broker will cooperate with experts engaged by Client, but Broker shall have no liability to Client pertaining to such matters.

20. **FAIR HOUSING.** This property shall be offered for sale in accordance with local and federal Fair Housing laws without regard to race, color, religion, sex, age, ancestry, national origin, handicap, marital or familial status

20. **DAMAGE LIMITATION.** In the event Broker is found liable for a breach of this agreement or for negligence in the performance of any of the terms of this agreement, the Client's damages are limited to no more than the amount of money paid by Client to Broker pursuant to this agreement.

21. **ARBITRATION.** The parties shall arbitrate any and all disputes, claims or controversies between Broker and Client arising out of this agreement or the performance or nonperformance thereof and shall utilize the services of the local Association of Realtors for any and all such arbitration that may be required under or by virtue of this provision. The prevailing party in any such arbitration shall be entitled to its costs and attorneys fees from the non prevailing party.

22. **ENTIRE AGREEMENT.** This Contract constitutes the entire Agreement of the parties. All prior and contemporaneous negotiations, representations and understandings between the parties are embodied, contained within and set forth in this Contract and no previous agreements, whether oral or written, shall have any effect or be binding upon the parties as to the issues discussed in the Agreement.

23. **MODIFICATION AND WAIVER.** This Agreement may not be modified, altered, amended or otherwise changed in any respect whatsoever unless the same is by mutual agreement of the parties in writing and executed with the same formality as this Agreement. Only written requests from Client and e-mail communications from:

e-mail #1 _____ or e-mail #2 _____

will be accepted by broker as official notice to amend listing agreement. The waiver of any right to performance of any term of this Agreement shall not constitute a waiver of any other similar right to performance.

24. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, assigns and/or nominees.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CLIENT HEREBY CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THIS AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last of the parties below has affixed his/her signature.

BROKER

Avenue, LC

By: _____
Authorized Representative Date

CLIENT

****All owners and spouses of owners must sign this agreement****

Client Printed Name

Client Signature Date

Client Printed Name

Client Signature Date

Initial _____ Initial _____



**Exhibit A to Real Estate Listing Agreement
Additional Exclusive Agency Transaction Brokerage Services**

Broker shall provide following additional services and or products for and on behalf of the Client. Client shall pay or have paid fees for such services in the amounts and in the manner as indicated by each item below.

Please choose desired option and initial next to your selection:

<u>Initials</u>	<u>Initials</u>	<u>Service(s) and / or Product(s)</u>	<u>Flat Fee(s)</u>
_____	_____	Full Service Contract and Closing Coordination	\$500 paid at closing
		Full service agent to receive, present, negotiate and counter all offers for your home. Phone support with dedicated licensed agent who will coordinate the inspection process, negotiate inspection resolutions, coordinate title activities, and coordinate closing. All contracts, counteroffers, amendments and other needed paperwork will be provided.	
_____	_____	Agent Assist Listing Package	\$100 now and \$500 at closing
		Online / Telephone listing consultation. Comparative market analysis. Showing Solutions answering and feedback service. Premium Avenue Real Estate Group yard sign and two Avenue Real Estate Group directional signs. Combination key lockbox. Full Service Contract and Closing Coordination (see above). Listing period telephone support. Extended weekend phone and e-mail support.	
_____	_____	Limited Service Closing	None
		E-mail support during business hours of 9:00 am to 6:00 pm - Monday through Friday.	

BROKER

CLIENT

****All owners and spouses of owners must sign this agreement****

Avenue, LC

By: _____
Authorized Representative Date

Client Signature Date

Client Signature Date

Menu of Additional Services

We continually strive to provide you with the same products and services traditional agents use to sell homes.
Please check the box of any items that may interest you and your client service coordinator will contact you with more details.

- Yes
 Maybe
 No



REALTOR Friendly SUPRA iBox

- Industry standard lockbox that allows only registered agents to access key
- Agent must use SUPRA key and unique PIN number to access lockbox
- Keeps electronic record of time, date, and agent name each time key is accessed
- Maximum security as keys can only be accessed from 8:00 am to 8:00 pm
- \$100 with a \$50 refundable deposit for length of listing

- Yes
 Maybe
 No




Combination Lockbox

- This combination lockbox allows you to securely store a key attached to your front door
- You set private combination to open the lockbox and access the key
- Allows REALTORS to access the property once you give them the code
- Combination is easily changed
- Key may be easily removed at night or when away
- Great for both showings and pre-closing inspections
- Only \$29 which includes shipping

- Yes
 Maybe
 No



Showing Solutions Answering/Scheduling Service

- This is the same quality showing service that traditional REALTORS use to schedule showings on their listings and collect showing feedback from agents
- An agent will call the Showing Solutions 1-800 number provided on your MLS listing 
- Showing Solutions will verify that the caller is an agent
- Showing Solutions will follow the instructions provided by you
- \$99 for length of listing

- Yes
 Maybe
 No



Avenue Real Estate Group Yard Sign

- Agent friendly yard sign – you appear to be listed with a traditional agent
- Won't confuse traditional buyer agents when they arrive to show your home
- Can be customized with your phone number before shipping
- Will eliminate solicitation calls from listing agents
- Only \$39 which includes customization and shipping

- Yes
 Maybe
 No



"For Sale By Owner" Agent Friendly Yard Sign

- Reads : "For Sale By Owner – Agents Welcome" sign while being agent friendly
- Printed with your direct number
- Includes free listing on SoldByMe.com to display photos and additional information
- Shipped with a "1-800 Audio Tour" rider that will allow buyers to listen to property info
- Only \$29 which includes customization and shipping

- Yes
 Maybe
 No



Directional Arrow Signs

- Directs traffic to drive by your listing
- Helps buyers and agents to find your home
- High contrast, 2-color, extra large 9" x 24" design
- Shipped with extra tall step stake
- Only \$10 which includes two (2) signs, two (2) stakes and shipping

- Yes
 Maybe
 No



Full Service Contract and Closing Upgrade

- Transaction Broker to assist you and your buyer in complete a real estate transaction
- Experienced licensed agent to accept, present, and counter all offers for your home
- Upgrade from email only support to full phone support from a licensed agent
- Includes all paperwork and full service closing activities from contract to closing
- Only \$500 and paid only at closing

- Yes
 Maybe
 No



Seller's Intelligence Report and Market Monitoring

- MLS data gathering of everything you need to know to price and sell your home
- Mapping of comparable sold homes and current competing homes for sale
- A professional to review your price, marketing, photos and will make recommendations
- Monitoring of your market with instant alerts of price reductions, new listings, and sales
- Only \$79 which includes monitoring for the length of your listing

Menu of Additional Services – page 2

We continually strive to provide you with the same products and services traditional agents use to sell homes.

Please check the box of any items that may interest you and your client service coordinator will contact you with more details.

- Yes
- Maybe
- No



Home Warranty – Seller and Buyer Coverage ?

- Free coverage for you the seller during the listing period
- Covers unknown conditions, lack of maintenance, sediment, rust & corrosion and more
- Makes your home more attractive to potential buyers / will be requested in most offers made by agents
- May reduce repair costs during the buyer inspection period of your sale
- \$419 paid only at closing – Seller's coverage is free during the listing once ordered

- Yes
- Maybe
- No



REALTOR.com Showcase Listing

- Upgrades your current REALTOR.com listing from 4 photos to 12 photos
- Upgrades your description from details only to custom 4,000 character description
- Ability to post open houses and upload video to REALTOR.com
- Ability to control headlines and additional information
- Only \$99 for the listing term

- Yes
- Maybe
- No



Second MLS Listing Type or Area

- Some properties have dual use or could be listed in multiple categories
- List as additional MLS Type: *Sale, Lease, Multi-Family, Condo, Land, Farm, Etc.*
- Only \$99 for the listing term

The following services are offered by JF Listing Coordination. JF Listing Coordination provides services to traditional agents from all companies and is now offering their same services to you as a For Sale by Owner MLS client.

- Yes
- Maybe
- No



MLS Data Gathering and Description Creation

- All pertinent data that can entered into the MLS will be obtained.
- All room dimensions will be measured and recorded
- Full facts and features of your home will be gathered
- Marketing description will be crafted by professional to give your home emotional appeal
- Only \$45 for complete session

- Yes
- Maybe
- No



Professional Photography

- Professional photographer to capture both interior and exterior photos
- Photos will be taken with extra wide angle lens to give rooms a spacious appearance
- All photos will be Photoshop enhanced to create emotionally impactful images
- Photos will be uploaded to the MLS. You will receive and own all photos
- Only \$45 for complete session

- Yes
- Maybe
- No



Professional Full Color Brochure Design

- Professional designer to create impressive brochure layout
- All photos will be Photoshop enhanced to create emotionally impactful images
- Marketing description will be crafted by professional to give your home emotional appeal
- Delivered to you in PDF format for easy printing
- \$90 for 1 page / \$100 for 2 pages / \$120 for 4 pages
- \$10 for 1 page / \$20 for 2 pages / \$30 for 4 pages (If added on to photo or data gathering package)

- Yes
- Maybe
- No



Professional Full Color Brochure Printing and Delivery

- Professionally printed brochures
 - Printed and delivered to the property.
- | Pages | # of Prints | Cost |
|-------|-------------|------|
| 1 | 25 | \$36 |
| 2 | 25 | \$45 |
| 4 | 25 | \$80 |

- Yes
- Maybe
- No



Virtual Tour Creation and Upload

- Interior and Exterior Tours will be taken and uploaded to internet then attached to MLS listing.
- \$55 for 6 Virtual tour scenes
- \$25 if used in combination with Professional photo session





SELLER'S DISCLOSURE AND
CONDITION OF PROPERTY ADDENDUM
(Residential)

1 SELLER: _____

2 PROPERTY: _____

3

4 1. NOTICE TO SELLER.

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach
6 additional sheets if space is insufficient for all applicable comments. SELLER agrees to disclose to
7 BUYER all material defects, conditions and facts KNOWN TO SELLER which may materially affect the
8 value of the Property. Non-occupant SELLERS are not relieved of this obligation. This disclosure
9 statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers
10 and buyers will rely on this information.

11

12 2. NOTICE TO BUYER.

13 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not
14 a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any
15 kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

16

17 3. OCCUPANCY.

18 Approximate age of Property? _____ How long have you owned? _____

19 Does SELLER currently occupy the Property? Yes [] No []

20 If "No", how long has it been since SELLER occupied the Property? _____ years/months

21

22 4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH
23 SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

24 (a) Any fill or expansive soil on the Property? Yes [] No []

25 (b) Any sliding, settling, earth movement, upheaval or earth stability problems
26 on the Property? Yes [] No []

27 (c) The Property or any portion thereof being located in a flood zone, wetlands
28 area or proposed to be located in such as designated by FEMA which
29 requires flood insurance? Yes [] No []

30 (d) Any drainage or flood problems on the Property or adjacent properties? Yes [] No []

31 (e) Any flood insurance premiums that you pay? Yes [] No []

32 (f) Any need for flood insurance on the Property? Yes [] No []

33 (g) Any boundaries of the Property being marked in any way? Yes [] No []

34 (h) The Property having had a stake survey? If "Yes", attach copy. Yes [] No []

35 (i) Any encroachments, boundary line disputes, or non-utility easements
36 affecting the Property? Yes [] No []

37 (j) Any fencing on the Property? Yes [] No []

38 If "Yes", does fencing belong to the Property? N/A [] Yes [] No []

39 (k) Any diseased, dead, or damaged trees or shrubs on the Property? Yes [] No []

40 (l) Any gas/oil wells, lines or storage facilities on Property or adjacent
41 property? Yes [] No []

42 (m) Any oil/gas leases, mineral, or water rights tied to the Property? Yes [] No []

43 If any of the answers in this section are "Yes" (except h), explain in detail (attach other
44 documentation): _____

45 _____

46 _____

47 _____

48 **5. ROOF.**

- 49 (a) Approximate Age: _____ years Unknown Type: _____
- 50 (b) Have there been any problems with the roof, flashing or rain gutters? Yes No
- 51 If "Yes", what was the date of the occurrence? _____
- 52 (c) Have there been any repairs to the roof, flashing or rain gutters? Yes No
- 53 Date of and company performing such repairs _____ / _____
- 54 (d) Has there been any roof replacement? Yes No
- 55 If "Yes", was it: Complete or Partial
- 56 (e) What is the number of layers currently in place? _____ layers or Unknown.

57 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**
 58 **and other documentation):** _____
 59 _____
 60 _____
 61 _____
 62 _____

63 **6. INFESTATION. ARE YOU AWARE OF:**

- 64 (a) Any termites, wood destroying insects, or **other** pests on the Property? Yes No
- 65 (b) Any damage to the Property by termites, wood destroying insects or **other**
- 66 pests? Yes No
- 67 (c) Any termite, wood destroying insects or **other** pest control treatments on the
- 68 Property in the last five years? Yes No
- 69 If "Yes", list company, **when and where** treated _____
- 70 (d) Any current warranty, bait stations or other treatment coverage by a licensed
- 71 pest control company on the Property? Yes No
- 72 If "Yes", the annual cost of service renewal is \$_____ and the time
- 73 remaining on the service contract is _____. **(Check one)** The treatment
- 74 system stays with the Property or the treatment system is subject to removal by the
- 75 treatment company if annual service fee is not paid.

76 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**
 77 **and other documentation):** _____
 78 _____
 79 _____
 80 _____
 81 _____

82 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS. ARE YOU AWARE OF:**

- 83 (a) Any movement, shifting, deterioration, or other problems with walls,
- 84 foundations, crawl space or slab? Yes No
- 85 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 86 crawl space, basement floor or garage? Yes No
- 87 (c) Any corrective action taken including, but not limited to piercing or bracing? .. Yes No
- 88 (d) Any water leakage or dampness in the house, crawl space or basement? Yes No
- 89 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- 90 (f) Any problems with driveways, patios, decks, fences or retaining walls on
- 91 the Property? Yes No
- 92 (g) Any problems with fireplace and/or chimney? Yes No
- 93 Date of last cleaning? _____
- 94 (h) Does the Property have a sump pump? Yes No
- 95 If "Yes", location: _____
- 96 (i) Any repairs or other attempts to control the cause or effect of any problem
- 97 described above? Yes No

98 If any of the answers in this section are "Yes" (except h), explain in detail (attach all warranty
99 information and other documentation): _____
100 _____
101 _____
102 _____
103 _____

104 **8. ADDITIONS AND/OR REMODELING.**

- 105 (a) Are you aware of any additions, structural changes, or other material
106 alterations to the Property? Yes No
107 If "Yes", explain in detail: _____
108 _____
- 109 (b) If "Yes", were all necessary permits and approvals obtained, and was all
110 work in compliance with building codes? N/A Yes No
111 If "No", explain in detail: _____
112 _____
113 _____

114 **9. PLUMBING RELATED ITEMS.**

- 115 (a) What is the drinking water source? Public Private Well Cistern
116 If well water, state type _____ depth _____
117 diameter _____ age _____
- 118 (b) If the drinking water source is a well, when was the water last checked for
119 safety and what was the result of the test? _____
- 120 (c) Is there a water softener on the Property? Yes No
121 If "Yes", is it: Leased Owned?
- 122 (d) Is there a water purifier system? Yes No
123 If "Yes", is it: Leased Owned?
- 124 (e) What type of sewage system serves the Property? Public Sewer Private Sewer
125 Septic System Cesspool Lagoon Other _____
- 126 (f) The location of the sewer line clean out trap is: _____
- 127 (g) Is there a sewage pump on the septic system? N/A Yes No
- 128 (h) Is there a grinder pump system? Yes No
- 129 (i) If there is a privately owned system, when was the septic tank, cesspool, or sewage
130 system last serviced? _____ By whom? _____
- 131 (j) Is there a sprinkler system? Yes No
132 Does sprinkler system cover full yard and landscaped areas? N/A Yes No
133 If "No", explain in detail: _____
- 134 (k) Are you aware of any leaks, backups, or other problems relating to any of the,
135 plumbing, water, and sewage related systems? Yes No
- 136 (l) Type of plumbing material currently used in the Property:
137 Copper Galvanized Other _____
138 The location of the main water shut-off is: _____
- 139 (m) Is there a back flow prevention device on the lawn sprinkling system,
140 sewer or pool? N/A Yes No

141 If your answer to (k) in this section is "Yes", explain in detail (attach available
142 documentation): _____
143 _____
144 _____
145 _____

146 **10. HEATING AND AIR CONDITIONING.**

147 (a) Does the Property have air conditioning? Yes No

148 Central Electric Central Gas Heat Pump Window Unit(s)

149 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

150 1. _____

151 2. _____

152 (b) Does the Property have heating systems? Yes No

153 Electric Fuel Oil Natural Gas Heat Pump Propane

154 Fuel Tank Other _____

155 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

156 1. _____

157 2. _____

158 (c) Are there rooms without heat or air conditioning? Yes No

159 If "Yes", which room(s)? _____

160 (d) Does the Property have a water heater? Yes No

161 Electric Gas Solar

162 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?

163 1. _____

164 2. _____

165 (e) Are you aware of any problems regarding these items? Yes No

166 If "Yes", explain in detail: _____

167 _____

168 _____

169 _____

170 _____

171 **11. ELECTRICAL SYSTEM.**

172 (a) Type of material used: Copper Aluminum Unknown

173 (b) Type of electrical panel(s): Breaker Fuse

174 Location of electrical panel(s): _____

175 Size of electrical panel (total amps), if known: _____

176 (c) Are you aware of any problem with the electrical system? Yes No

177 If "Yes", explain in detail: _____

178 _____

179 _____

180 _____

181 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

182 (a) Any underground tanks on the Property? Yes No

183 (b) Any landfill on the Property? Yes No

184 (c) Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No

185 (d) Any testing for any of the above-listed items on the Property? Yes No

186 (e) Any testing for radon on the Property? Yes No

187 (f) Any testing for mold on the Property? Yes No

188 (g) Any other environmental issues? Yes No

189 (h) Any methamphetamine or controlled substances ever being

190 used or manufactured on the Property? Yes No

191 **(In Missouri, a separate disclosure is required if methamphetamine or**

192 **other controlled substances have been present on or in the Property.)**

193 If any of the answers in this section are "Yes", explain in detail (attach test results and other
194 documentation): _____
195 _____
196 _____
197 _____
198 _____

199 **13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 200 (a) Any current/pending bonds, assessments, or special taxes that
201 apply to Property? Yes No
202 If "Yes", what is the amount? \$ _____
- 203 (b) Any condition or proposed change in your neighborhood or surrounding
204 area or having received any notice of such? Yes No
- 205 (c) The Property being subject to covenants, conditions, and restrictions of a
206 Homeowner's Association or subdivision restrictions? Yes No
- 207 (d) Any violations of such covenants and restrictions? N/A Yes No
- 208 (e) The Homeowner's Association imposing its own transfer fee and/or
209 initiation fee when the Property is sold? N/A Yes No
210 If "Yes", what is the amount? \$ _____
- 211 (f) Any defect, damage, proposed change or problem with any
212 common elements or common areas? Yes No
- 213 (g) Any condition or claim which may result in any change to
214 assessments or fees? Yes No
- 215 (h) Any streets that are privately owned? Yes No
- 216 (i) The Property being in a historic, conservation or special review district that
217 requires any alterations or improvements to the Property be approved by a
218 board or commission? Yes No
- 219 (j) The Property being subject to tax abatement? Yes No
- 220 (k) The Property being subject to a right of first refusal? Yes No

221 If any of the answers in this section are "Yes" (except c and e), explain in detail (attach other
222 documentation): _____
223 _____
224 _____
225 _____

226 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____
227 payable yearly semi-annually monthly quarterly, sent to _____ and
228 such includes: _____

229 Homeowner's Association/Management Company contact name, phone number, website, or email
230 address: _____
231 _____
232 _____
233 _____

234 **14. PRE-INSPECTION (INSPECTION DONE IN PREPARATION OF LISTING THE PROPERTY).**

- 235 (a) Has Property been pre-inspected? Yes No
236 If "Yes", attach copy of inspection report consisting of _____ number of pages.

237 **15. OTHER MATTERS. ARE YOU AWARE OF:**

- 238 (a) Any of the following?
239 Party walls Common areas Easement Driveways Yes No
- 240 (b) Any fire damage to the Property? Yes No
- 241 (c) Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- 242 (d) Any violations of laws or regulations affecting the Property? Yes No
- 243 (e) Any other conditions that may materially affect the value
244 or desirability of the Property? Yes No
- 245

Boxed Fields and/or bolding denote required information that must be provided. Circle selections and number in order of importance.

Heartland Multiple Listing Service

(System Assigned)

The information provided here will be available to all Heartland system users now and in the future and may not be deleted.

RES RESIDENTIAL

Initial Status ** Active Incoming **Type** ** Single Family Mobile Home **Attached?** YES NO **Price** ** **Low List Price**
 (Circle 1) Auction Model (Circle 1) Condo/Loft Patio/Villa
 Coop Other \$ _____ \$ _____
 Half Duplex Townhouse

Area ** _____ **Unit Number** _____ **Address** _____
 _____ NUMBER _____ DIR _____ STREET NAME _____ (Required) _____ ST TYPE _____
City ** _____ **County** ** _____ **Zip** ** _____ **Subdivision** ** _____

Legal _____ **Tax ID** _____
 (Req'd if County is Cass, Clay, Jackson, Platte, Johnson or Wyandotte)

-PROPERTY INFORMATION-

Bedrooms ** _____ **Full Baths** ** _____ **Half Baths** ** _____ **Bldg Conversion?** YES NO **Age Restricted?** YES NO **Maint Provided?** YES NO
Sq Ft - Total ** _____ **Sq Ft - Main Floor** ** _____ **Age Description** ** Under Const 11-15 Yrs 51-75 Yrs **Year Built** _____ **Est Completion Days** (Circle 1) (Req'd if AGE=UC)
 (Circle 1) Never Occupied 16-20 Yrs 76-100 Yrs _____ 0-45 91-150
 2 Yrs/Less 21-30 yrs 101 Yrs + _____ 46-90 150+
 3-5 Yrs 31-40 Yrs Model _____
 6-10 Yrs 41-50 Yrs
Acreage ** _____ **Basement?** ** YES NO **Lot Size** ** _____ **Central Air?** ** YES NO **Complex Sz** _____
Fireplace? YES NO **# Fireplaces** ** _____ **Garage?** YES NO **# Garage Spaces** ** _____ **Maintenance Provided** Bldg Exterior Roof Replace
 HVAC Snow Removal
 Lawn Street
 Roof Repair

-GENERAL INFORMATION-

Elementary School ** _____ **Middle School** ** _____
Senior High School ** _____ **School District** ** _____

Architecture (Circle up to 2) **Dining Area** ** (Circle up to 4) **Utility Room** ** (Circle up to 2) **Garage** ** (1 Req'd if GAR# > 0; Circle up to 4)
 A FRAME CONTEMP TUDOR BRKFST RM FORMAL LR-DR COMBO BASEMENT HOOKUP-ELE MAIN LVL ATTACHED BASEMENT REAR ENT
 ANTEBELLUM FRENCH VICTORIAN COUNTRY HEARTH OTHER MULTIPLE CLOSET NONE COVERED LOT BUILT-IN SHARED DR
 CAPE COD SPANISH OTHER EAT IN KIT-DR COMBO SINK GARAGE OFF KITCHEN IN BUILDING CARPORT SIDE ENT
 COLONIAL TRADITIONAL BATHROOM HALL ROOM LEASED CONVERTED TANDEM
 BEDRM LVL KITCHEN SECOND LVL OFF STREET DETACHED OTHER
 HOOKUP-GAS LOWER LVL SECURED FRONT ENT
Roof (Circle up to 2) **Lake Description** ** (Circle up to 3) **Floor Plan** ** (1 Req'd; Circle up to 2) **Basement** ** (1 Req'd if Basement = Y; Circle up to 3)
 COMP SHAKE TILE BOATHSE LAKE FRONT 2ND TIER 1.5 STORY EARTH CONT RAISED RNCH BLOCK FINISHED SLAB
 CONCRETE SLATE WOOD PRIV DOCK LAKE PRIV 3RD TIER 2 STORY F/B SPLIT REVERSE 1.5 CELLAR FULL STONE
 METAL TAR & GRAV OTHER PUB DOCK LAKE RESTR 4TH TIER 3 STORY LOFT S/S SPLIT CONCRETE GAR ENT STUBBED
 LAKE ACC 1ST TIER ATR SPLIT RAISED 1.5 SPLIT ENTRY CRAWL INSIDE ENT WALKOUT
 BUNGALOW RANCH TRI-LEVEL DAYLIGHT PARTIAL WALKUP
 CAL SPLIT REVERSE 1.5 OTHER EGRESS WND RAISED OTHER
Fireplace ** (Circle up to 4) **Other Rooms** ** (Circle up to 10) **Construction** (Circle up to 2) **Lot Description** ** (Circle up to 4)
 BASEMENT GREAT RM REC RM ATRIUM EXP ATTIC MEDIA RM ASBESTOS FRAME STONE TRIM ACREAGE GOLF GREEN LAND LSE
 CIRCULATOR HEARTH RM SEE THROUGH BALCONY FR-GAR LV MUD RM BLOCK LAP STONE VEN CITY GREENSPACE TREED
 DINING RM INSERT STUDY BR in BSMT FR-MAIN LV OFFICE BOARD-BAT LOG STUCCO CORNER LAKE ON PROP SPRING(S)
 ELECTRIC KITCHEN WD BURNING BRKFST FAMILY RM REC RM ALL BRICK METAL SDG SYN STUCCO CUL-DE-SAC LAKE FRNT ZERO LOT
 FAMILY RM LIVING RM WD STOVE DEN/STUDY LR-FORMAL SAUNA BRK/FRAME ROLLED STUC/FRAME ESTATE LEVEL OTHER
 GAS MASONRY ZERO CLRNCE DORMER GREAT RM SEP QTRS BRK TRIM SHINGLE VINYL SDG GOLF POND(S) STREAM(S)
 GAS STARTER MASTER BR OTHER ENC PORCH LIBRARY SITTING RM BRK VENEER ALL STONE WOOD SDG GOLF FRWAY
 ENTRY BR on MAIN SUN RM CEDAR STONE/FRAME OTHER
 EXERCISE RM MB ON MAIN WORKSHOP CONCRETE

-OFFICE INFORMATION-

Agent ID _____ **2nd Agent ID** _____ **Other Phone** _____ **Type** Phone Fax
 Cell Text
Other Phone _____ **Type** Phone Fax
 Cell Text
List Date ____/____/____ **Expiration Date** ____/____/____ **Internet Sites** ALL REALTOR.COM CO-OP WEBSITES NONE
 (MM/DD/YYYY) (MM/DD/YYYY)
Co-op Phone _____ **Bonus** _____ **Bonus XD** ____/____/____ **Email** _____
 (Req'd if Bonus is Entered)
Earnest Deposit To _____ **SA Comp** _____ **Show Instructions** (1 Req'd; Circle up to 3)
 APPT DAYSLEEPER MODEL
 CALL OFC KEY in OFC OCCUPIED
 CALL SELLR LA PRESENT SEC SYSTEM
 COMBO LB iBOX VACANT
 CALL CO-OP LEASED
Buyer Brk Comp _____ **Trans Brk Comp** _____
Possession (Circle 1) **Photo Instructions** (Circle 1) **List Agent Capacity** (Circle 1) **Listing Type** (Circle up to 3)
 CLOSE NEGO SPECIFIC DIAGRAM MLS OUT-AREA DESIGNATED AGT EXCLUSIVE AGY PROSP EXEMPT
 EARLY OTHER TENANT LST OFC NOT REQ UC SELLER'S AGT EXCLUSIVE RIGHT TO SELL VARIABLE RATE
 IMMED TRANS BROKER LIMITED SERVICE

