



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

## New York State Disclosure Form for Buyer and Seller

### THIS IS NOT A CONTRACT

Customer Service: (518) 474-4429  
www.dos.state.ny.us

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents. Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate. If you need legal, tax or other advice, consult with a professional in that field.*

### Disclosure Regarding Real Estate Agency Relationships

#### Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are no inconsistent with the agent's fiduciary duties to the buyer.

#### Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

#### Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and the seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and the seller. An agent acting as a dual agent must explain carefully to both the buyer and the seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller of buyer may provide advance informed consent to dual agency by indicating the same of this form.

#### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and the seller. A designated sales agent can not provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provide to me by \_\_\_\_\_ (print name of licensee) of **Winzone Realty Inc.**,  
a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Buyer as a (check relationship below)

Seller's agent

Buyer's agent

Broker's agent

Broker's agent

Dual agent

Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance informed consent dual agency

Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and  
\_\_\_\_\_ is appointed to represent the seller in this transaction.

(I)(We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

Signature of { \_\_\_\_\_ } Buyer(s) and/or {  } Seller(s):

\_\_\_\_\_

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

**BROOKLYN NEW YORK MULTIPLE LISTING SERVICE, INC.  
LISTING AGREEMENT FOR PROPERTY**

28 VILLAGE ROAD NORTH, BROOKLYN, N.Y. 11223

Commission for the Sale, Lease or Management of Property Shall Be  
Negotiated Between The Listing Broker and The Seller

**EMPLOYMENT**

- In consideration of the Broker's\* expertise, experience and knowledge as well as the Broker's efforts to market the subject property, the used of the service and facilities of the Broker's office and the Broker offering Agency to other Brokers participating in the Multiple Listing Service of BROOKLYN, NEW YORK (hereinafter "MLS") the undersigned owner grants the Broker an EXCLUSIVE RIGHT TO SELL the property known as \_\_\_\_\_ The listing expires at midnight on \_\_\_\_\_  
\*The broker employed by this agreement is an agent of the owner.
- In the event owner signs a binder/contract of sale during the term of this employment agreement, the parties agree that the above expiration date shall be extended until the time that said contract of sale is fully performed or until such time as said contract fails to be performed either by its terms or because of the default of the buyer. Nothing herein contained is intended to reduce the term of this agreement.
- The owner authorizes the Broker to appoint the participants of the MLS, as Agents of the Broker with respect to the performance of this agreement. The Broker shall appoint any other Agents or deal with any other Real Estate Brokers only when the Broker believes such appointment is in the owner's best interest. The owner shall be advised of all such appointments of Brokers not affiliated with the MLS and may object to such appointment. All such advice and objections shall be by written notice.

**REPRESENTATIONS OF BROKER**

- That in consideration of this EXCLUSIVE RIGHT OF SALE, Broker agrees:
  - To submit this listing to the MLS for distribution within two (2) business days of the Owner signing this Contract.
  - To use due diligence in procuring a purchaser for the above-described property.

**REPRESENTATIONS OF OWNER**

- That in consideration of the obligations of the Broker, Owner agrees:
  - That Owner warrants and certifies to the best of his knowledge that all of the record title holders of the subject property, or their duly authorized agents, have signed this Contract in the space provided below and that there are no other signatures required on behalf of the Owner in order to grant Broker the exclusive right to sell said Property.
  - That Owner shall immediately refer to Broker all inquiries pertaining to the sale and purchase of said Property.
  - That during the term of this Contract Broker shall have access to the Property and to the building or buildings on said Property for the purpose of showing the same at all reasonable hours by Broker or his agent, and should the Property be occupied by persons other than Owner, Owner agrees to notify the person(s) of the Broker's right to access, and Owner shall be responsible for the actions of any tenant or other persons in possession of the Property in permitting the Broker reasonable access of the Property.
  - That during the term of this Contract, Broker may place "For Sale" signs on the Property, unless said signs are prohibited by governmental authorities or matters of public record, in which case Owner agrees to notify Broker of said prohibited ordinance or restriction.
  - That this Property is offered to any person without regard to age, race, color, religion, creed, sex or national or ethnic origin.
  - The broker (or sub agents) may take and use photos of subject property for purpose of public and private display as a form of marketing subject property.

**PRICE OF SALE AND COMMISSION AMOUNT**

- The price at which said property is to be offered is \$ \_\_\_\_\_ dollars.  
The owner hereby agrees to pay the Broker a commission of \_\_\_\_\_ under any of the following circumstances:

**WHEN COMMISSION IS EARNED**

- (a) When the Broker brings about a buyer ready, willing and able to buy on the terms set forth above; or (b) when the broker brings about a buyer ready, willing and able to buy at another price or on other terms to which the owner agrees or consents either verbally or in writing; or (c) when the broker is the procuring cause of sale consummated between the owner and a purchaser, or (d) if the owner finds a buyer for the property during the term of this agreement; or (e) if another Broker, not a Sub-Agent, finds a buyer during the term of this agreement.

The owner agrees and understands that the success of an Agent in accomplishing result is the same as the Broker. Compensation to Brokers Agent \_\_\_\_\_ Buyers Agent \_\_\_\_\_ is \_\_\_\_\_ % of agreed to commission.

The owner(s) agrees and understands that should they employ any other Broker to sell, rent or exchange or otherwise dispose of the above property or any part thereof, and should said Broker be successful during the term of this agreement or should they personally sell, rent, exchange or otherwise dispose of the above property or any part thereof that they will be liable to the undersigned Broker for the amount of the commission set forth in this agreement.

**DISCLOSURE BY OWNER OF PROPERTY DEFECTS**

Owner specifically acknowledges and understands that where Owner knows of facts materially affecting the value or desirability of the Property, whether said facts are readily observable or not readily observable, then Owner is under a duty to disclose said facts to the Buyer and to the Broker. If Owner knows of said facts, he shall set them forth in writing under the "Special Clauses" provision below or by written document attached to this Exclusive Right of Sale Listing Contract and presented upon execution of this Contract. Owner has fully reviewed this Contract and the information relative to said Property (as shown in the listing information above and/or the attached listing information sheet) and Owner warrants, to the best of his knowledge, the accuracy of said information. Owner agrees to indemnify and save harmless Broker and those relying thereon for damages resulting from the inaccuracy of said information and from Owner's failure to disclose any facts materially affecting the value or desirability of the Property.

**ARBITRATION**

- The merits of any dispute arising under or in connection with this agreement shall be determined by arbitration before an arbitrator in the county of New York, State of New York pursuant to the commercial arbitration rules then in effect with the American Arbitration Association. Judgement upon the award rendered may be entered in any court of competent jurisdiction.

IF YOU SIGN A SECOND EXCLUSIVE AGREEMENT DURING THE TIME OF THIS EXCLUSIVE AGREEMENT YOU MAY BE LIABLE FOR BOTH LISTING BROKERS COMMISSIONS

OWNER \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
(Signature of Owner)  
OWNER \_\_\_\_\_ PHONE RES: \_\_\_\_\_ OFFICE: \_\_\_\_\_  
(Signature of Owner)  
DATE \_\_\_\_\_ BROKER: WINZONE REALTY INC.  
LISTING SALESPERSON \_\_\_\_\_ ADDRESS: 7405 18 AVE BROOKLYN  
BROKER'S SIGNATURE: \_\_\_\_\_ PHONE: 718-676-6611

**PLEASE DETACH**

I/WE HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT:

The following explanations are provided for your review and signature

- An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the owner of the property find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.
- An "EXCLUSIVE AGENCY" listing means that if you, the owner of the property, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.
- I have received a list of the participating BROKERS in the MLS

Signature of owner \_\_\_\_\_ Owner \_\_\_\_\_

The Human Rights Law of the State of New York prohibits a Broker from discriminating in the rental or sale of real property based upon Race, Creed, Color, National Origin, Sex, Age, Disability or Familial Status.

BROOKLYN NEW YORK  
MULTIPLE LISTING SERVICE INC.  
28 Village Road North  
Brooklyn, New York 11223  
Phone 718-253-8815 Fax 718-692-1508

**PRIVACY REQUEST FORM**

Date:

To Whom It May Concern:

I, \_\_\_\_\_, owner of property located at \_\_\_\_\_ have been advised that not publishing my phone number on the printed listing could interfere with the sale of my home. However, it is my wish to keep this information private.

I understand that this must be verified by the Multiple Listing Service. My home phone number is \_\_\_\_\_; my business number is \_\_\_\_\_. The best time to call me, Monday through Friday, from 9:00 a.m. to 5:00 p.m., is \_\_\_\_\_.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature



Owner Occ. Units Sold	<input type="text"/>	% <input type="text"/>	Maint./Mo.	<input type="text"/>
<b>CONDO INFORMATION - COMPLETE THE FOLLOWING FIELDS IF THIS IS A CO-OP LISTING</b>				
Common Charges/Mo.	<input type="text"/>		Managing Agent	<input type="text"/>
Annual R.E. Tax	<input type="text"/>		Mgr. Phone	<input type="text"/>
<b>OWNER INFORMATION</b>				
<u>OWNER</u>	<input type="text"/>			
<u>PRINT OWNER PH. Y/N</u>	<input type="text"/>		<u>OWNER PHONE</u> EX.9999999999	<input type="text"/>
<u>Alt. Phone</u> Ex.9999999999	<input type="text"/>		<u>Premesis Owner Y/N</u>	<input type="text"/>
<u>Owner Address</u>	<input type="text"/>		<u>Owner City</u>	<input type="text"/>
<u>Owner State</u>	<input type="text"/>	<input type="text"/>	<u>Owner Zip</u>	<input type="text"/>
<b>COMMISSION INFORMATION</b>				
<u>FULL COMM:</u>	<input type="text"/>	% <input type="text"/>	<u>Neg Thru</u>	Broker <input type="text"/>
<u>BUYER COMM:</u>	<input type="text"/>	% <input type="text"/>	<u>BROKER COMM:</u>	<input type="text"/>
<b>REMARKS</b>				
<u>Remarks</u> (Maximum 2000 Characters)	<input type="text"/>			
<u>Showing Instructions/Real tor Remarks</u>	<input type="text"/>			
<u>REALTOR.COM Y/N</u>	<input type="text"/>	Yes <input type="text"/>	<u>LIST ON INTERNET Y/N</u>	<input type="text"/>
<u>Virtual Tour Y/N</u>	<input type="text"/>		<u>Show Internet Address Y/N</u>	<input type="text"/>

**Disclosure of Information on 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.

**Seller's Disclosure**

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

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) \_\_\_\_\_ Seller has no reports 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 (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

## **Sellers Obligations Regarding Property Condition Disclosure**

As the seller of residential real property, you are required by law to complete and sign a Property Condition Disclosure Statement as prescribed by Real Property Law 462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the seller must be attached to the real estate purchase contract.

If you acquire knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, you must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will you be required to provide a revised Property Condition Disclosure Statement, after the transfer of title from you to the buyer or after the buyer has commenced occupancy of the property.

If you fail to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the property upon the transfer of title.

**I have received and read this disclosure notice.**

**Dated:** \_\_\_\_\_

**Seller:** \_\_\_\_\_

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

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