



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 or 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
 Broker's agent

Buyer'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: _____

*** Means Required Information**

*Broker Load (Y or N) *ML #

LOCATION	Street #: <input type="text"/> Street Dir: <input type="text"/> *Street Name: <input type="text"/> St Suffix: <input type="text"/>
	*Town: <input type="text"/> *Zone: <input type="text"/> *Zip: <input type="text"/> Zip + 4: <input type="text"/>
	Sec/Area: <input type="text"/> *Cross St: <input type="text"/>
	Development: <input type="text"/> *School District Name: <input type="text"/>
	*School District #: <input type="text"/> District: <input type="text"/> Section: <input type="text"/> Block: <input type="text"/>
	Lot: <input type="text"/> Zoning: <input type="text"/> Corner Prop. (Y or N): <input type="text"/> Cul-de-sac (Y or N): <input type="text"/>
	*Waterfront (Y or N): <input type="text"/> Water Frontage: <input type="text"/> Waterfront Desc.: <input type="text"/> *Waterview (Y or N): <input type="text"/>
	Bulkhead (Y or N): <input type="text"/> Docking Rights: <input type="text"/> Beach Rights (Y or N): <input type="text"/> *Adult Community (Y or N): <input type="text"/> Minimum Age: <input type="text"/>
	Gated Property (Y or N): <input type="text"/> Front Exposure: <input type="text"/>
PRICE & DATES	*Listing Price: <input type="text"/> *Taxes (w/o exempt.): <input type="text"/> Additional Village Taxes: <input type="text"/>
	Taxes W/Basic Star Exempt: <input type="text"/> *Listing Date: <input type="text"/> *Exp Date: <input type="text"/>
HOME CHARACTERISTICS	*Style: <input type="text"/> *Rooms: <input type="text"/> *Bedrooms: <input type="text"/> *Baths-Full: <input type="text"/> *Baths-Half: <input type="text"/>
	*# Families: <input type="text"/> *Detached/Att (Det-Att-Sd): <input type="text"/> *# Kitchens: <input type="text"/> *Eat In Kitchen (Y or N): <input type="text"/>
	*Dining Room: <input type="text"/> *Den/Family Rm (Y or N): <input type="text"/> *Office (Y or N): <input type="text"/> *Attic (Y or N): <input type="text"/> *MBR 1 ST Floor (Y or N): <input type="text"/>
	(If 2 or more Fam.) Permit (Co-Exempt-Permit): <input type="text"/> Permit #: <input type="text"/> Handicap Access (Y or N): <input type="text"/>
	Handicap Access Desc.: <input type="text"/>
	Approx int Square Footage: <input type="text"/> *Basement (Crawl-Full-Part-None-Opt): <input type="text"/> Finished Bsmt (P-Y-N): <input type="text"/>
	*# Fireplaces: <input type="text"/> W/W Carpet (Y or N): <input type="text"/> Wood Floors (Y or N): <input type="text"/> *Approx. Year Built: <input type="text"/> *New Construction: (Y or N): <input type="text"/>
	Skylight: <input type="text"/> Appearance: <input type="text"/>
	Floor Description: Bsmt/Subfloor: <input type="text"/>
	*1st Floor: <input type="text"/>
2nd Floor: <input type="text"/>	
3rd Floor: <input type="text"/>	
EXTERIOR	*Construction: <input type="text"/> Garage: <input type="text"/> Garage Type: <input type="text"/> *Driveway (PTY-PVT-N): <input type="text"/>
	Deck: <input type="text"/> Patio: <input type="text"/> Porch: <input type="text"/>
	*Pool: <input type="text"/> Pool Desc.: <input type="text"/>
	Inground Lawn Sprinklers: <input type="text"/> Tennis Court (Y or N): <input type="text"/> Tennis Court Desc.: <input type="text"/>
	Horse Property: <input type="text"/> *Lot Size: <input type="text"/> *Lot Sq. Footage: <input type="text"/>
Building Size: <input type="text"/>	



RESIDENTIAL PROPERTY DATA SECTION (PDS)



Means Required Information

*Broker Load (Y or N) Y *ML #

APPLIANCES *Stove: *Refrigerator: *Washer: *Dryer: *Dishwasher:

UTILITIES *Fuel: *Heat: # Heating Zones: Sewer (Y or N): Separate Hot Water Heater: *A/C (# or CAC): CAC # Zones: Water (Public-Well):

GREEN Green Features (Y or N): Green Certified (Y or N): Certification Type: Certification Year: Energy Efficiency Attributes:

OWNER/BROKER *Owner: *Status/Showing Phone #: *Broker or Agent Owned (Y or N): *Seller Agency Compensation: *Buyer Agency Compensation: *Broker Agency Compensation: Agency (Enter A if Agency): *Exclusions (Y or N): *Negotiate Direct (Y or N): Occupancy: Show Instructions: Lockbox (Y or N): Owner Financing (Y or N):

REMARKS Remarks: *Directions: Property Desc.: (No Contact info, Status, etc.)

MISCELLANEOUS Rent Income: *Also For Rent (Y or N): Rental Price: Listing Broker Compensation (For Rental): Personal Property Exclusions: *Supersedes (Y or N): Supersedes ML #: *REO (Y or N): *Short Sale (Y or N):

OPEN HOUSE Broker Open House Start Date: Broker Open House End Date: Broker Open House Time: Broker Open House Note: Consumer Open House Start Date: Consumer Open House End Date: Consumer Open House Time: Consumer Open House Note:

SIGNATURES Owner Signature: Address: Home Phone: Date: Listing Agent: Owner Signature: Email Address: Other Phone: MLS Office Name: WINZONE REALTY INC.: Co-Listing Agent:

**LISTING AGREEMENT FOR REAL PROPERTY
EXCLUSIVE RIGHT TO SELL**

Commission Rates for the Sale, Lease or Management of Property Shall be Negotiated between the BROKER and the Owner

EMPLOYMENT

1. The BROKER agrees to act as a special limited agent for the Owner(s) for the sole purpose of finding a Purchaser and/or Tenant to buy and/or rent the property described in the PROPERTY DATA SECTION hereinafter called PDS at the price and conditions set in the PDS. The PDS is incorporated herein by reference.
2. The parties agree that the BROKER represents the owner as seller's agent and shall cooperate with other licensed real estate brokers who are Participants in the Multiple Listing Service of Long Island, Inc. (MLSLI) (Cooperating Brokers). The owner acknowledges the BROKER must cooperate with agents who represent buyers. Such buyer's agents represent the interests of the prospective buyers only. In addition to cooperating with buyer's agents the owner authorizes the BROKER to work with seller's agents and/or broker's agents as indicated by the compensation offered in paragraph 6. The compensation to be paid to a cooperating broker representing a buyer should be inserted in paragraph 6 of this agreement.
3. BROKER agrees to use its experience and knowledge to determine the appropriate marketing plan for the property. The Owner(s) grants to the BROKER full discretion to determine an appropriate marketing plan for the property.
4. The owner shall not offer nor show their property for sale or rent to any prospective buyers or tenants but shall refer all such prospective buyers or tenants to the BROKER, nor shall the owner negotiate the sale or rental of the property with a buyer unless the BROKER participates in such negotiations.

COPYRIGHT NOTICE

5. The Owner(s) authorizes the BROKER to enter the information set forth in the PDS, and any photographs, images, graphics and video recordings of the owner's property whether taken by BROKER'S agent, supplied by owner or otherwise (listing content), into a listing content compilation owned by MLSLI. The Owner understands and agrees that said compilation is exclusively owned by MLSLI who alone possesses the right to publish said compilation in any media form it deems appropriate, including the World Wide Web. MLSLI may license, sell, lease and commercially utilize its compilation. Among other uses MLSLI may license or sell the listing content to aggregators who will aggregate the listing content and resell the same. Such aggregated content shall not contain any personal information about the owner other than the owner's name. If any photograph, image, graphics or video recording ("Images") are delivered by Owner to the BROKER for use in the MLSLI Compilation, by virtue of such delivery and the execution of this agreement, the Owner hereby represents and warrants that the Owner either: (1) holds all intellectual property rights including the copyrights of Images or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the Images and the right to grant sublicenses through multiple tiers, and grant the same license to MLSLI.

COMPENSATION

6. A. The Owner(s) hereby agrees to pay the BROKER a total commission in the amount of _____% of the selling price Or \$ _____ or in the case of a rental by separate agreement. Said commission shall be shared with Cooperating Brokers as follows:
 If the Cooperating Broker is a Seller's Agent % of the selling price Or \$ _____.
 If the Cooperating Broker is a Broker's Agent % of the selling price Or \$ _____.
 If the Cooperating Broker is a Buyer's Agent _____% of the selling price Or \$ _____.

Owner Initials _____

This commission is offered to MLSLI Participants only.

B. Said total commission shall be earned and payable under any of the following conditions:

- (a) If the BROKER or Cooperating Broker produces a buyer ready, willing and able to purchase the property on the terms and conditions set forth in the PDS;
- (b) If through the BROKER'S or Cooperating Broker's efforts a buyer and the owner(s) reach an agreement upon all the essential terms of a transaction.
- (c) If the property is sold or rented during the term of this Agreement whether or not the sale or rental is a result of the BROKER'S efforts and even if the property is sold as a result of the efforts of the Owner(s) or any other broker or agent not acting under this agreement.
- (d) If the BROKER or Cooperating Broker is the procuring cause of a transaction.

7. The above compensation shall be paid to the BROKER in the event that the owner enters into a contract of sale to sell the property or actually sells the property within a period of _____ days after the termination of the agreement to any person (buyer) who has been shown the property during the term of this agreement. This paragraph shall not apply if the Owner(s) has in good faith relisted the property with another broker after the expiration of this Agreement and Owner(s) affirms there are no current negotiations on the property.

Owner Initials _____

GOOD FAITH

8. In the event the Owner(s) signs a binder/contract of sale during the term of this employment agreement, the parties agree that the expiration date set forth below 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 one of the parties. Nothing herein contained is intended to reduce the term of this Agreement.
9. The Owner(s) agrees at all times to act in good faith to assist the BROKER in the performance of the BROKER'S obligations and to fully cooperate with the BROKER in the BROKER'S efforts to find a buyer for the property and complete the transaction contemplated by this agreement.

RENTAL OF THE PROPERTY

10. Should the Owner(s) desire to rent the property or any portion thereof during the term of this agreement, the parties shall modify this agreement so as to specify the amount of the rent desired by the Owner(s); the terms of the rental; the amount of commission to be paid to the BROKER.
11. In the event the tenant purchases the real property described in the PDS during the term of the tenancy or during the occupancy of the tenant where such occupancy exceeds the original term, the Owner(s) agrees to pay the BROKER the total commission set forth in paragraph 6 hereof.

TERM OF AGREEMENT

12. This agreement shall commence on the date set forth below and shall terminate at midnight on _____.

Owner Initials _____

MISCELLANEOUS PROVISIONS

- 13. Any notices required to be given under this agreement shall be in writing and may be given to the party by hand delivery of such notice, confirmed facsimile or by certified or ordinary mail.
14. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT AND NOT BY ANY OTHER PRIOR ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS.
15. Any change to this listing agreement which would make the property unavailable for sale through the MLS, including but not limited to any withdrawal, cancellation, reduction in term of listing term or termination thereof, must be in writing signed by the BROKER in order to have any binding legal force and effect.
16. The Owner(s) understands and agrees that neither the Long Island Board of Realtors, Inc. nor the MLS/L are parties to this agreement and that the BROKER is not an agent for either of said organizations and has no authority to make any representation, agreement or commitment with respect to either of said corporations other than those contained in the printed portions hereof.

REAL PROPERTY LAW 294-b NOTICE

- 17. (a) Effective January 1, 2009, Broker Shall have the rights set forth in Real Property Law Section 294-b. Notice is hereby given to the seller that: AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT YOU DO NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.
(b) In the event the Broker waives his or her rights under Real Property Law Section 294-b for any reason (including, but not limited to, not filing or serving an Affidavit of Entitlement specified in said Law), the parties agree that any dispute between the parties with respect to the commission earned by the Broker shall be resolved by arbitration before National Arbitration and Mediation (NAM).
(c) In any dispute submitted to arbitration pursuant to Section 17(b) above, the Owner shall establish an escrow account with a title insurance agent or company or with a party mutually agreeable to Broker and Owner, and shall place into said escrow account an amount equal to the compensation set forth herein or the disputed amount, as the case may be.

INDEMNITY

- 18. In the event any claim or action is commenced against the BROKER or a cooperating broker as a result of the BROKER or cooperating broker obeying the lawful instructions of the Owner(s), then, and in such event, the Owner(s) hereby agrees to defend, indemnify and hold harmless the BROKER or cooperating broker in any such claim or action.
19. With respect to the provisions of this agreement relating to compensation (Paragraph 6) and indemnity (Paragraph 18) cooperating brokers shall be third party beneficiaries of this agreement.

PROPERTY CONDITION DISCLOSURE

- 20. The Seller is required by law to complete and sign a Property Condition Disclosure Statement 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.
21. 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.
22. If prior to closing or possession by the buyer the seller acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, the seller must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable.
23. If the seller fails to so deliver a Property Condition Disclosure Statement, the buyer will be entitled to a credit in the amount of \$500 against the purchase price of the property upon the transfer of title.

AUTHORIZATIONS

- 24. Agent [] (is) [] (is not) hereby authorized to use a lockbox. (Check one)
25. Agent [] (is) [] (is not) authorized to place a "For Sale" sign on the property. (Check one)
26. Owner(s) [] (gives permission) [] (does not give permission) to the Agent to share the keys to the property with Cooperating Brokers. (Check one)

EXPLANATIONS

- 27. An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the Owner(s) 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.
28. An "EXCLUSIVE AGENCY" listing means that if you, the Owner(s) 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.

EQUAL OPPORTUNITY IN HOUSING

- 29. The parties agree that the above listed property is to be marketed in compliance with all Federal, State, Municipal and Local Laws concerning discrimination in housing.
* Wherever the word broker is capitalized (BROKER) in this agreement, it is intended to describe the real estate broker who is a party and signatory to this agreement and no other broker.

Owner Signature _____ Owner Signature _____

Owner Resident Address _____ City/Town _____ State _____ Zip _____

Home Phone _____ Other Phone _____ Email Address _____

Date _____ MLS Office Name WINZONE REALTY INC. _____

Listing Agent _____ Co-Listing Agent _____

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: _____