



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



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For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Ashley Scanlin (print name of Real Estate Salesperson/
Broker) of North Star Real Estate & Property Management (print name of Real Estate company, firm or brokerage)

(I)(We) Carter Young & Carlin Butcher

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature *Carter Young* Date: 08/15/2024
Carter Young

Buyer/Tenant/Seller/Landlord Signature *Carlin Butcher* Date: 08/15/2024
Carlin Butcher

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



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Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
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New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

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

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent 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 cannot 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 the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. 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

This form was prepared by Ashley Scanlin using the INSTANT FORMS internet contract management service.

InstantFORMS

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide 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 provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Ashley Scanlin of North Star Real Estate
(Print Name of Licensee) *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

<input checked="" type="checkbox"/> Seller as a (check relationship below)	<input type="checkbox"/> Buyer as a (check relationship below)
<input checked="" type="checkbox"/> Seller's Agent	<input type="checkbox"/> Buyer's Agent
<input type="checkbox"/> Broker's Agent	<input type="checkbox"/> Broker's Agent
<input checked="" type="checkbox"/> Dual Agent	
<input type="checkbox"/> Dual Agent with Designated Sales Agent	

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

Advance Informed Consent Dual Agency

Advance Informed Consent to Dual Agency with Designated Sales Agents

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

(I) (We) Carter Young and Carlin Butcher acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s):

Authorizer
Carter Young
Carter Young

Authorizer
Carlin Butcher
Carlin Butcher

Date: 08/15/2024

Date: 08/15/2024

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

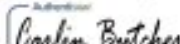
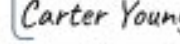
(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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 Carlin Butcher	Ashley Scanlin Date	08/15/2024	 Seller Carter Young	Date	08/15/2024
Purchaser Ashley Scanlin	Date	08/14/24	Purchaser	Date	
Agent Ashley Scanlin	Date		Agent	Date	



REALTOR

ADDENDUM FORM
To Purchase and Sale Contract - Utility Surcharges
Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure
Published by and issued for the Jefferson-Lewis Board of REALTORS®, Inc.



SELLER: Carter Young Carlin Butcher BUYER:

PROPERTY: 38530 State Route 37 Theresa NY 13691-2020

Check all boxes that are applicable.

- Electric Availability
Utility Surcharge
Agricultural Districts/Farming Activity
Uncapped Natural Gas Well

ELECTRIC AVAILABILITY (circle one)

Seller represents that the above referenced property does/does not have utility service available to it.

SELLER: Carter Young BUYER:

SELLER: Carlin Butcher BUYER:

DATE: 08/15/24 DATE:

UTILITY SURCHARGES

Seller represents that this property is subject to an electric, gas, and/or water utility surcharge specified below. Seller also represents that this property is subject to such other surcharge specified below.

Type: electric gas water other Purpose:

Amount: \$ Payable: monthly yearly other

SELLER: BUYER:

SELLER: Carter Young BUYER:

SELLER: Carlin Butcher BUYER:

DATE: DATE:

AGRICULTURAL DISTRICTS/FARMING ACTIVITY DISCLOSURE

Pursuant to Section 310 of the Agricultural and Markets Law, a notice containing the following paragraph must be included in all purchase contracts for property that may be located either partially or wholly within an agricultural district:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire may lie partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not limited to, activities that cause noise, dust, and odors. Prospective residents are also informed that the location of the property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. PROSPECTIVE PURCHASERS SHOULD CONTACT THE NEW CLARIFICATION REGARDING THEIR RIGHTS AND OBLIGATIONS UNDER ARTICLE 25-AA OF THE AGRICULTURE AND MARKETS LAW.

SELLER: BUYER:

SELLER: Carter Young BUYER:

SELLER: Carlin Butcher BUYER:

DATE: DATE:

UNCAPPED NATURAL GAS WELL DISCLOSURE (circle one)

As the seller of residential real property, you are required by law to disclose the existence of an UNCAPPED NATURAL GAS WELL on your property of which you have actual knowledge and to disclose such fact to any purchaser of your property prior to entering into a contract for the sale of such property. (Section 242(3) of the Real Property Law).

I HAVE/DON'T HAVE actual knowledge of an uncapped natural gas well(s) on the aforementioned property. I have received and read this disclosure notice. I authorize my agent to provide a copy of this disclosure notice to any prospective purchaser.

SELLER: Carter Young BUYER:

SELLER: Carlin Butcher BUYER:

DATE: 08/15/24 DATE:

This form has been prepared for the sole use of the Jefferson-Lewis Board of REALTORS®, INC. AND ITS MEMBERS. The Jefferson-Lewis Board of REALTORS®, its members, and its employees assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial, or other advice.



MOLD DISCLOSURE AND WAIVER

Printed Name(s) of Seller(s): Carter Young Carlin Butcher

Printed Name(s) of Buyer(s): _____

Property Address: 38530 State Toute 37, Theresa, Ny 13691

Mold Inspections: Mold contaminants may exist in the Property of which the Broker /Agent(s) is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leaking may have occurred in roofs, pipes, walls, plant, pots, or where there has been flooding; these conditions may be indentified with a typical home inspections. Broker recommends Buyer(s) obtain a home inspection to better determine the condition of the property. Neither the Broker nor the Broker's Agents are experts in the field of mold contaminations. In the event suspect mold contamination is discovered, it is recommended that the buyer(s) satisfy themselves as to the property condition by having a mold inspection performed. The cost and quality of such inspections may vary. Companies able to perform appropriate inspections may be found in the Yellow Pages or on the World Wide Web under "Microbial or Mold Inspections" or "Environmental and Ecological Services."

The Broker of Buyer's Agent has recommended the buyer obtain a Home Inspection.

WAIVER: Buyer(s) agree to hold the Broker and Broker's Agents harmless in the event any mold contaminants are discovered on the property. Buyer(s) understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated at high levels in the living environment. The Broker and the Broker's Agents agree that in the event mold like contamination is discovered, this condition will be reported to the Buyer(s). The only way to determine if a mold like substance is truly mold or is present at high levels is through sample collecting and analytical testing.

RECEIPT OF COPY: Buyer(s) have read this Mold Disclosure /Waiver and by their signatures hereon acknowledge receipt of a copy thereof.

PROFESSIONAL ADVICE: Buyer(s) execute this Disclosure/ Waiver with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

LEGAL ADVICE: Buyer(s) acknowledge that this waiver does not attempt to offer legal advice. If Buyer(s) feel the need for legal advice they should consult an attorney of their choice prior to the execution of this document.

Seller: Carter Young Date: 08/15/24

Seller: Carlin Butcher Date: 08/15/24

Witness: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Witness: [Signature] Date: 08/15/2024

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