



# REAL ESTATE AGENCY DISCLOSURE AND ELECTION

This document is not an employment agreement

Document updated:  
November 2024

 <p><b>ARIZONA</b> association of <b>REALTORS®</b> <small>REAL SOLUTIONS. REALTOR® SUCCESS.</small></p>	<p><i>The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.</i></p>	 <p><b>REALTOR®</b> <small>EQUAL HOUSING OPPORTUNITY</small></p>
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1. Firm Name ("Broker") RE/MAX Solutions
2. acting through Brook Miller  

LICENSEE'S NAME
LICENSEE'S NAME
3. hereby makes the following disclosure.

## DISCLOSURE

4. Before a **Seller or Landlord (hereinafter referred to as "Seller")** or a **Buyer or Tenant (hereinafter referred to as**
5. **"Buyer")** enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer
6. should understand what type of agency relationship or representation they will have with the broker in the transaction.
7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In
8. these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation
9. for services rendered, either in full or in part, from the Seller or through the Seller's broker:
10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings
11. with the Buyer.
12. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or
13. similar properties as Buyer is seeking.
14. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
15. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings
16. with the Seller.
17. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is
18. selling.
19. **III. Broker Representing both Seller and Buyer (Limited Representation Broker):** A broker, either acting directly or
20. through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a
21. transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the
22. Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the
23. Buyer and the Seller:
24. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms
25. other than stated in the listing or that the Buyer will accept a price or terms other than offered.
26. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential
27. information may be made only with written authorization.
28. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the
29. performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known
30. facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers,
31. Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide,
32. homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having
33. AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity
34. of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential
35. unless there is a confidentiality agreement between the parties.
36. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER**
37. **FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD**
38. **CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR**
39. **UNDERSTANDING OF THE TRANSACTION.**

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**ELECTION**

40. **AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION.**

41. Compensation paid by a Buyer or Seller to their Broker is not set by law, is always fully negotiable and the amount  
42. chosen shall be documented in a separate written employment agreement after discussion with their Broker. Should  
43. a Seller also choose to offer compensation to a Buyer's Broker, the offered amount is also not set by law, is fully  
44. negotiable and agreed upon after discussion with Seller's Broker.

45. **(BUYER OR SELLER INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_

46. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker  
47. (check any that apply):

48. ☐ represent the Buyer as Buyer's Broker.  
49. ☐ represent the Seller as Seller's Broker.  
50. ☐ show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and  
51. Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's  
52. informed consent should be acknowledged in a separate writing other than the purchase contract.

53. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker  
54. (check any that apply):

55. ☐ represent the Buyer as Buyer's Broker.  
56. ☒ represent the Seller as Seller's Broker.  
57. ☒ show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both  
58. Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and  
59. Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

60. The undersigned ☐ Buyer(s) or ☒ Seller(s) acknowledge that this document is a disclosure of duties.

61. **I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**

**Charles Musick**

^ PRINT NAME

^ PRINT NAME

^ SIGNATURE

MO/DA/YR

^ SIGNATURE

MO/DA/YR



## WIRE FRAUD ADVISORY

Criminals are targeting social media and email to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means. We do not want you to be the next victim of wire fraud. Money wired to a fraudulent account is stolen money that typically cannot be recovered. Additionally, there is generally no insurance for this loss. You may never get the money back.

### PROTECT YOURSELF

#### **DO NOT TRUST EMAILS CONTAINING WIRE INSTRUCTIONS**

- If you receive an email containing wire transfer instructions, immediately call your escrow officer to ensure the validity of the instructions.

#### **DO NOT TRUST EMAILS SEEKING PERSONAL/FINANCIAL INFORMATION**

- If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

#### **TRUST YOUR SOURCE OF INFORMATION**

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring instructions.

#### **ONLINE RESOURCES:**

There are many online sources that can provide useful information regarding similar topics including, but not limited to, the following sites:

The Federal Bureau of Investigation @ <https://www.fbi.gov/scams-and-safety>

The Internet Crime Complaint Center @ [www.ic3.gov](http://www.ic3.gov)

The National White Collar Crime Center @ <https://www.nw3c.org/services/research/cyber-crime-links>

On Guard Online @ [www.onguardonline.gov](http://www.onguardonline.gov)

Consumer Financial Protection Bureau (CFPB) @ <https://www.consumerfinance.gov/about-us/blog/mortgage-closing-scams-how-protect-yourself-and-your-closing-funds/>

### VERIFY AND NOTIFY

**Before you wire funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally meet them or call a verified telephone number (not the telephone number in the email) to confirm before you act!**

**Immediately notify your banking institution and Settlement/Title Company if you are a victim of wire fraud.**

**The undersigned acknowledges receipt of this Wire Fraud Advisory.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## COMMERCIAL SELLER ADVISORY

Document updated:  
February 2008**WHEN IN DOUBT - DISCLOSE!**

**Sellers are obligated by law to disclose all known material (important) facts about the property to the buyer.** Arizona law requires that you disclose material facts about the property whether or not you are asked by the buyer or a real estate agent, or when asked to complete a disclosure form. You may also be required to complete and record an affidavit of disclosure if selling property in an unincorporated area of a county.

*"...you have a duty to disclose the information, regardless of whether or not you consider the information material."*

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, regardless of whether or not you consider the information material. You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or a misrepresentation: for example, if something changes. However, a seller does not generally have a legal obligation to correct defects in the property, as long as the defects are disclosed. Any correction of the defects is a matter of contract negotiation between you and the buyer.

If you do not make the legally required disclosures, you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

**The Arizona Association of REALTORS® Commercial Seller's Property Disclosure Statement ("SPDS") is designed to assist you in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts.**

You should complete the SPDS by answering all questions as truthfully and as fully as possible. Attach copies of any available supporting documentation to insure that you are disclosing accurate information. Also, use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess — use the blank lines to explain the situation.

**The SPDS is divided into nine general sections:****(A) Ownership and Property:**

This section asks for general information about the property such as location and ownership. Any seller should be able to answer most, if not all, of the questions in this section.

**(B) Property Type:**

This section indicates whether this is office, industrial, retail, etc.

**(C) Utilities:**

You are asked whether the property currently receives the listed utilities.

**(D) Access/Use:**

This section asks for any easement or restriction information governing the property.

**(E) Compliance with Law/Legal Matters:**

Zoning issues and any previous property violations are addressed here.

**(F) Contractual Obligations:**

This section asks what, if any, contractual obligations are attached to the property.

**(G) Environmental Factors:**

This section deals with the property and the area around it. What, if any, environmental factors such as noise, hazardous materials, etc. are addressed here.

**(H) Reports/Studies:**

If there have been any studies or reports made on this property, you will be asked to address them here.

**(I) Material Physical Defects and Other Factors:**

Any miscellaneous items not addressed elsewhere are addressed in this section.

**Please note:** By law, sellers are not obligated to disclose that the property is or has been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know"; instead you should either answer truthfully or respond that you are not legally required to answer the question.



# COMMERCIAL SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) (To be completed by Seller)

Document updated:  
February 2008

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



## MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

## MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

**INSTRUCTIONS:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as environmental studies, CC&R's, association bylaws, surveys, title report or commitment, etc. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area. (8) Obtain such other professional advice as you deem necessary.

**THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).**

### A. OWNERSHIP AND PROPERTY IDENTIFICATION

#### 1. THIS DISCLOSURE CONCERNS THE FOLLOWING REAL PROPERTY:

2. Address 1704 N Country Club Drive
3. City Mesa, County Maricopa, AZ, Zip 85201
4. Assessors No.(s) \_\_\_\_\_ Approximate Year Built \_\_\_\_\_
5. Legal Owner(s) \_\_\_\_\_ Date Purchased \_\_\_\_\_
6. Owner ☐ Is ☐ Is not occupying property. Owner ☐ Has ☐ Has not occupied the Property in the past.

### B. PROPERTY TYPE

7. ☐ Office ☐ Industrial ☐ Retail ☐ Hotel/Motel/Resort ☐ Multi-family ☐ Other \_\_\_\_\_

### C. UTILITIES

#### 8. THE PROPERTY IS SERVED BY THE FOLLOWING UTILITIES:

- | YES  | NO                       | PROVIDER  |
|--|--------------------------|---|
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Septic System .....   |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Sewer .....   |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Electric .....  |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Domestic Water <input type="checkbox"/> Public <input type="checkbox"/> Private .....                                   |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Well Registered <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Registration number: .....             |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | If yes, complete and attach the <b>Domestic Water Well/Water Use Addendum</b> .   |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Fuel Supply <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Other: ..... |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Garbage/Waste Collection <input type="checkbox"/> Public <input type="checkbox"/> Private .....                         |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Fire Protection <input type="checkbox"/> Public <input type="checkbox"/> Private .....                                  |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Telephone .....   |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Irrigation .....  |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Cable TV .....  |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Satellite Dish .....  |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | High Speed Internet Connection (Cable, T1, Fiber Optics, Etc.) .....  |
| <input type="checkbox"/>                                       | <input type="checkbox"/> | Other .....   |
| 24. Please describe any other items concerning utilities ..... |                          |   |
| 25. ....   |                          |   |

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SELLER	SELLER
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BUYER	BUYER
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**D. ACCESS/USE****26. ARE YOU AWARE OF ANY OF THE FOLLOWING AFFECTING ACCESS OR USE OF THE PROPERTY?**

- |     | YES  | NO                       |   |
|-----|--|--------------------------|---|
| 27. | <input type="checkbox"/>   | <input type="checkbox"/> | Encroachments                                   |
| 28. | <input type="checkbox"/>   | <input type="checkbox"/> | Access Easements                                |
| 29. | <input type="checkbox"/>   | <input type="checkbox"/> | Utility Easements                               |
| 30. | <input type="checkbox"/>   | <input type="checkbox"/> | Unrecorded Easements                            |
| 31. | <input type="checkbox"/>   | <input type="checkbox"/> | Reciprocal Easement Agreement                   |
| 32. | <input type="checkbox"/>   | <input type="checkbox"/> | Restrictions on Legal or Physical Access        |
| 33. | <input type="checkbox"/>   | <input type="checkbox"/> | Shared Use Agreements                           |
| 34. | <input type="checkbox"/>   | <input type="checkbox"/> | Use Permits                                     |
| 35. | <input type="checkbox"/>   | <input type="checkbox"/> | Deed Restrictions                               |
| 36. | <input type="checkbox"/>   | <input type="checkbox"/> | Shared Fences/Walls                             |
| 37. | <input type="checkbox"/>   | <input type="checkbox"/> | Shared Driveways                                |
| 38. | <input type="checkbox"/>   | <input type="checkbox"/> | Shared Signage                                  |
| 39. | <input type="checkbox"/>   | <input type="checkbox"/> | Leased Parking                                  |
| 40. | <input type="checkbox"/>   | <input type="checkbox"/> | Grandfathered Uses                              |
| 41. | <input type="checkbox"/>   | <input type="checkbox"/> | Association Agreements                          |
| 42. | <input type="checkbox"/>   | <input type="checkbox"/> | Covenants, Conditions and Restrictions (CC&R's) |
| 43. | <input type="checkbox"/>   | <input type="checkbox"/> | Other (describe) _____                          |
| 44. | If the answer to any of the preceding is yes, please explain. (Attach additional sheets if necessary). _____ |                          |   |
| 45. | _____  |                          |   |
| 46. | _____  |                          |   |

**E. COMPLIANCE WITH LAW/LEGAL MATTERS****47. ARE YOU AWARE OF:**

- |     | YES  | NO                       |   |
|-----|--|--------------------------|---|
| 48. | <input type="checkbox"/>   | <input type="checkbox"/> | Any legal actions such as condemnation, pending or anticipated, that affect the Property? |
| 49. | <input type="checkbox"/>   | <input type="checkbox"/> | Any tenant bankruptcy proceedings?  |
| 50. | <b>Any violation of laws or regulations of the following:</b>  |                          |   |
| 51. | <input type="checkbox"/>   | <input type="checkbox"/> | Zoning  |
| 52. | <input type="checkbox"/>   | <input type="checkbox"/> | Building Code   |
| 53. | <input type="checkbox"/>   | <input type="checkbox"/> | Occupational Safety and Health Administration (OSHA)                                      |
| 54. | <input type="checkbox"/>   | <input type="checkbox"/> | Utility Service   |
| 55. | <input type="checkbox"/>   | <input type="checkbox"/> | Sanitary Health Regulations   |
| 56. | <input type="checkbox"/>   | <input type="checkbox"/> | Swimming Pools  |
| 57. | <input type="checkbox"/>   | <input type="checkbox"/> | Covenants, Conditions and Restrictions (CC&R's)   |
| 58. | <input type="checkbox"/>   | <input type="checkbox"/> | Americans With Disabilities Act (ADA)   |
| 59. | If the answer to any of the preceding is yes, please explain and provide copies of any documentation you have pertaining to such |                          |   |
| 60. | matters. (Attach additional sheets if necessary). _____  |                          |   |
| 61. | _____  |                          |   |
| 62. | _____  |                          |   |

**F. CONTRACTUAL OBLIGATIONS****63. ARE YOU AWARE OF ANY OF THE FOLLOWING CONTRACTUAL OBLIGATIONS AFFECTING THE PROPERTY?**

- |     | YES                      | NO                       |                                  |
|-----|--------------------------|--------------------------|----------------------------------|
| 64. | <input type="checkbox"/> | <input type="checkbox"/> | Tenant Leases or Subleases       |
| 65. | <input type="checkbox"/> | <input type="checkbox"/> | Alarm/Security System Agreements |
| 66. | <input type="checkbox"/> | <input type="checkbox"/> | Property Management Agreements   |
| 67. | <input type="checkbox"/> | <input type="checkbox"/> | Leased Equipment                 |

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SELLER	SELLER

&lt;Initials

Initials&gt;

BUYER	BUYER





YES NO

68. ☐ ☐ Service Agreements such as Landscaping, Garbage/Waste Disposal
69. ☐ ☐ Water Treatment Agreements
70. ☐ ☐ Communications Systems or Cable System Agreements
71. ☐ ☐ Other Equipment or Service Contracts or Agreements (describe) \_\_\_\_\_
72. If the answer to any of the preceding is yes, please explain. (Attach additional sheets if necessary). \_\_\_\_\_
73. \_\_\_\_\_

**G. ENVIRONMENTAL FACTORS****74. ARE YOU AWARE OF ANY OF THE FOLLOWING ENVIRONMENTAL FACTORS AFFECTING THE PROPERTY?**

YES NO

75. ☐ ☐ Hazards or hazardous materials on the Property, such as asbestos; chemicals used in the manufacture of methamphetamine, LSD or Ecstasy; PCB transformers; dumps; pesticides; radon; oil or chemicals, now or in the past?
76. \_\_\_\_\_
77. ☐ ☐ Fuel or insecticide storage tanks (above or underground) on the Property, now or in the past?
78. ☐ ☐ Hazards or hazardous materials in close proximity to the Property, such as asbestos, dumps, pesticides, radon, oil, chemicals or underground fuel storage tanks, now or in the past?
79. \_\_\_\_\_
80. ☐ ☐ Location within an area currently of environmental concern, e.g., Superfund, Water Quality Assurance Revolving Fund (WQARF) or Comprehensive Environmental Response Compensation and Liability Act (CERCLA) sites, etc.? \_\_\_\_\_
81. \_\_\_\_\_
82. ☐ ☐ Current or proposed noises, such as airports, freeways, or rail lines?
83. ☐ ☐ Location within the vicinity of an airport (military, public or private)?
84. ☐ ☐ Area odors, nuisances or pollutants?
85. ☐ ☐ High voltage distribution towers or lines?
86. ☐ ☐ Soil settlement, expansion, fissures or erosion now or in the past?
87. **NOTICE TO BUYER: THE ARIZONA DEPARTMENT OF REAL ESTATE PROVIDES EARTH FISSURE MAPS TO ANY MEMBER OF THE PUBLIC IN PRINTED OR ELECTRONIC FORMAT UPON REQUEST AND ON ITS WEB SITE AT [www.azre.gov](http://www.azre.gov).**
88. \_\_\_\_\_
89. \_\_\_\_\_
90. ☐ ☐ Situated on or near a sanitary landfill?
91. ☐ ☐ Location in a flood plain/way?
92. ☐ ☐ Water-caused damage?
93. ☐ ☐ Mold growth or conditions conducive to mold?
94. ☐ ☐ Drywell (drainage)? If yes, Registration # \_\_\_\_\_
95. If the answer to any of the preceding is yes, please explain and provide copies of any documentation you have pertaining to such matters. (Attach additional sheets if necessary). \_\_\_\_\_
96. \_\_\_\_\_
97. \_\_\_\_\_
98. Describe any other known environmental factors that might affect the use or value of the Property \_\_\_\_\_
99. \_\_\_\_\_
100. Buyers are advised to obtain an independent environmental assessment of the Property.

**H. REPORTS/STUDIES****101. DO YOU HAVE ANY OF THE FOLLOWING ITEMS CONCERNING THE PROPERTY?**

YES NO

102. ☐ ☐ Soils Test Report
103. ☐ ☐ Land Survey
104. ☐ ☐ Flood Plain Report
105. ☐ ☐ Septic/Waste Disposal Reports/Certifications
106. ☐ ☐ Registrations of Wells
107. ☐ ☐ Any Environmental Site Assessments or Studies
108. ☐ ☐ Title Reports
109. ☐ ☐ Other \_\_\_\_\_
110. If the answer to any of the preceding is yes, please explain and provide copies of any reports/studies you have pertaining to such matters. (Attach additional sheets if necessary). \_\_\_\_\_
111. \_\_\_\_\_
112. \_\_\_\_\_ >>

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SELLER	SELLER

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Initials&gt;

BUYER	BUYER

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**I. MATERIAL PHYSICAL DEFECTS AND OTHER FACTORS**

113. ARE YOU AWARE OF:

**YES NO**

114. ☐ ☐ Any structural, electrical, plumbing or other modifications made without necessary permits?
115. ☐ ☐ Any past or present roof leaks or other roof problems?
116. ☐ ☐ Any past or present insect infestation problems?
117. ☐ ☐ Security lighting in parking and/or common areas?
118. ☐ ☐ Any recorded and/or unrecorded liens against the Property?
119. ☐ ☐ An archeological site on the Property?
120. ☐ ☐ The Property being located in a designated historical district?
121. ☐ ☐ Any insurance claim submitted on the Property?
122. ☐ ☐ Any proposed land use changes relating to the adjacent or nearby Property, such as: new developments, zoning changes, or land trades?
123. ☐ ☐ Any other material items on the Property or improvements and structures thereon that might affect the decision of a buyer to purchase/use the Property?
124. ☐ ☐ Any defects/problems with the heating, ventilating, air conditioning, plumbing, electrical, fire safety, security, or lighting systems?
125. ☐ ☐ Any defects/problems with the heating, ventilating, air conditioning, plumbing, electrical, fire safety, security, or lighting systems?
126. ☐ ☐ Any defects/problems with the heating, ventilating, air conditioning, plumbing, electrical, fire safety, security, or lighting systems?
127. ☐ ☐ Any defects/problems with the heating, ventilating, air conditioning, plumbing, electrical, fire safety, security, or lighting systems?
128. If the answer to any of the preceding is yes, please explain and provide copies of any documentation you have pertaining to such matters. (Attach additional sheets if necessary).
129. \_\_\_\_\_
130. \_\_\_\_\_
131. What other material (important) information are you aware of concerning the Property that might affect the Buyer's decision-making process, the value of the Property, or its use? Please explain: \_\_\_\_\_
132. \_\_\_\_\_
133. \_\_\_\_\_

134. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to Seller's knowledge as of the date signed. Seller agrees that any material changes in the information contained herein will be disclosed by Seller to Buyer prior to Close of Escrow.

137. \_\_\_\_\_ MO/DA/YR \_\_\_\_\_ MO/DA/YR

138. **Charles Musick**  
SELLER'S NAME PRINTED

SELLER'S NAME PRINTED

139. **By:** \_\_\_\_\_

140. **Its:** \_\_\_\_\_

141. **Reviewed and updated:** Initials: \_\_\_\_\_ / \_\_\_\_\_ MO/DA/YR

142. **BUYER'S ACKNOWLEDGEMENT OF RECEIPT:** Buyer acknowledges that the information contained herein is based only on the Seller's knowledge and is not a warranty of any kind. Buyer acknowledges that it is Buyer's obligation to investigate all material facts regarding the property to Buyer's satisfaction. Buyer is encouraged to obtain property inspections by an independent third party and to obtain other independent professional counsel as Buyer deems necessary. By signing below, Buyer hereby acknowledges receipt of a copy of this Seller's Property Disclosure Statement.

147. If Buyer disapproves or is concerned about any item in this disclosure, it is the Buyer's responsibility and not the responsibility of the broker(s) or agent(s) to investigate such items and to satisfy Buyer as to the condition of the Property within the Buyer's Due Diligence Period.

149. \_\_\_\_\_ MO/DA/YR \_\_\_\_\_ MO/DA/YR

150. \_\_\_\_\_ BUYER'S NAME PRINTED

BUYER'S NAME PRINTED

151. **By:** \_\_\_\_\_

152. **Its:** \_\_\_\_\_

Commercial Seller's Property Disclosure Statement (SPDS)  
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SELLER	SELLER
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<Initials

Initials>

BUYER	BUYER
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