

# Important Information Regarding This Kit

The documents in this kit are important. They must be completed **accurately** and **completely**. Your agent relies on the data to represent your property on the multiple listing system and to prospective buyers.

The Sellers Property Disclosure Statement will become part of the Purchase Contract. Any inaccuracy or misrepresentation on it could jeopardize the transaction or leave you open to legal liability. It is always better to over disclose than under disclose. Avoid checking "I don't know" if possible. Potential buyers may become suspicious that you are avoiding full disclosure.

If applicable, when completing the lead paint form check the correct statements and initial in the seller disclosure section located in the middle of the form. Sign and date towards the bottom.

Write a description of the property along with any upgrades, updates and features that can be placed in the MLS public remarks section. The information should be those things that would encourage a buyer to look at the property. The public remarks section is one of the first areas that buyers look at, so take your time and give us information that will keep the buyer's interest.

All owners must sign the forms. Married persons must both sign even if the property is titled in only one person's name.

All documents must be completed electronically or in black ink. All writing must be legible. You may type directly into the forms, and they can be saved and signed with Adobe Reader 11 and above. Otherwise, to save them, select "print" and print them. If you want to save them as a PDF document, select "print" and print using a PDF printer. Free PDF printers are available online. Forms can be signed digitally from updated versions of Adobe Reader or through such services as Dotloop, DocuSign, Nitro and Concord or manually. Once printed documents are completed, they may be scanned on a computer based scanner in text mode, which is black and white, at 300 - 400 dpi and emailed to [Listings@MikeSalkin.com](mailto:Listings@MikeSalkin.com). If a scanner is not available, forms may be faxed to 402-330-4002 on fine or preferably, super fine resolution.

To set the resolution on most fax machines, put the documents in the fax, toggle the "resolution" button until "fine" appears in the window, press enter, input the phone number and send the fax. If that does not work, check your manual. It is imperative that we receive the documents in clean, clear form, especially the Sellers Property Condition Disclosure Statement. It will be posted online for buyers to access and it has to survive a couple more scans or faxes as the transaction progresses. If you are not familiar with digital conversion technology, you can always take the documents to an office service, such as Office Depot, FedEx Office.

Digital photos should be emailed to the same address. The MLS will accommodate up to 36 photos. The photos must be no smaller than 1280 x 960 (1.3 megapixels) and no larger than 2560 x 1920 (5.0 megapixels) and meet the quality requirements as outlined in the "Selling Tips" page. The file name on the photos should be the room name that they represent. The MLS uses the file name as the label for the photo. If you are not able to take photos that meet the requirements, hire a photographer. Photos are the single most important item buyers use to decide to look or not to look at a house.

Please take a few moments to review the information on our "Selling Tips" page. The information on that page is critical to your success. We can only input what you send us so take your time and double check your work. The better job you do, the better job we will be able to do for you.

If this is more involved than you anticipated, please check out our deep discount full service program at [www.mikesalkin.com/sellers.htm](http://www.mikesalkin.com/sellers.htm). Thank-you for choosing Berkshire Real Estate to sell your home.

# Checklist For Submitting Listings

For best results we recommend completing the checklist in chronological order and following the recommendations below.

- \_\_\_\_\_ **Read our [Selling Tips](#) page.** The page has a lot of good information on preparing your house for sale and getting the best price possible.
- \_\_\_\_\_ **Read the instructions on page one.** To avoid potential problems or delays it is important that the recommendations are followed.
- \_\_\_\_\_ **Take the photos.** Review the recommendations in the photo section at the end of the [Selling Tips](#) page to insure that the photos meet MLS requirements and encourage buyers to schedule an appointment to see your home. You MAY NOT use photos taken by someone else or published by someone else without their written permission. We will reject any photo that was previously on the MLS or any website. We cannot post any photo that contains any contact information of the seller.
- \_\_\_\_\_ **Complete the Listing Input form.** This form provides us with the information that we enter in the MLS. All entries marked with an \* has to be completed.
- \_\_\_\_\_ **Complete the Sellers Property Condition Disclosure.** This is an important form that will be part of the purchase documents. Follow the guidance in the instructions on page one and take your time completing the form. Each page needs to be initialed and the last page signed and dated.
- \_\_\_\_\_ **Complete the Lead Paint Disclosure if your house was built before 1978.** There are two sections that must be completed, the Disclosure section and the Certification section. Review the 2 disclosures, initial the appropriate ones and sign at the bottom. If your house is in the Lead Focus area, initial the top of the next page with the map and sign. **This form must be printed, signed and scanned to PDF or initialed and signed through a service such as DocuSign.** This form will be part of the purchase documents.
- \_\_\_\_\_ **Complete the Agency Disclosure form.** This form requires initials at the arrow and signatures at the bottom of the page from all owners.
- \_\_\_\_\_ **Complete the Listing Agreement.** Carefully read the Agreement, this is the contract between you and Berkshire Real Estate company. It contains important disclosures and lays out the responsibilities of each party. The listing should start no sooner than the day after all forms and photos are submitted to us.

Once all documents have been given their final review to make sure there are no errors and photos are checked to make sure they meet the guidelines email them to **Listings@mikesalkin.com**.

## COMPLETING THE FORMS DIGITALLY - PLEASE READ

### Windows Computers

The instructions below will walk you through the process of completing the documents and assist you in digitally completing them.

#### First things first

To complete the forms and sign them using the signature blocks on the forms, you MUST open this kit in Adobe Reader DC (a free program). You may fill out the forms using most PDF programs, such as the one in your Internet browser. However, you must sign the forms in Adobe or by other means.

If you do not have Adobe Reader DC you may download it at <https://get.adobe.com/reader/> . The site should recognize your operating system and offer you the correct download. During the installation it will offer to install a McAfee security program (I chose no) and offer to make Adobe Reader the default PDF program (I chose yes). Adobe Reader DC has a lot more features than the PDF readers used in browsers.

Save this kit to your desktop or any other folder in which you can easily find the file. Throughout the process you will be saving the kit to that folder and when finished, will attach the file to an email to send it to us.

#### Completing the Forms

To complete the forms, mouse click the form field if visible or click just above the line and start typing. The documents need to be completed prior to signing.

*Tip: If you don't see the highlighted form fields click "enable form fields" above the document. If that option is not available, open preferences with the keyboard short cut Ctrl+K, select Forms and check the box in the Highlight Color section next to Show Border Hover Color for Form Fields.*

Next, go to each document, review for accuracy and on the last page, mouse click the Signature Block. Select your previously stored signature, if you have one, and enter your password. Make sure the box next to 'Lock document after signing' is unchecked before you click sign.

If you have not created a signature, Adobe will walk you through the steps to create one. 1) It will give you three choices as to the type of digital signature you want to create. Choose the last one "Create a New Digital ID" then click "Continue". 2) It will ask you where you want to store the signature, select the first option "Save to File" which stores it locally on your computer. Click "Continue". 3) Type in your name and your email address as indicated and click "Continue". 4) Type in a password that you will be able to easily remember and click "Save". Your digital signature is ready for use and may be used on any PDF document going forward.

Once all the signatures that are needed have been completed, attach the kit to an email and send the email to [mike@mikesalkin.com](mailto:mike@mikesalkin.com) .

## **COMPLETING THE FORMS DIGITALLY - PLEASE READ**

### **MacIntosh Computers**

The instructions below will walk you through the process of completing the documents and assist you in digitally completing the forms.

#### **First things first**

You may fill out the forms using most PDF programs, such as the one in your Internet browser. However, you must sign them in Preview, Adobe Fill and Sign or by other means. Preview is probably the easiest way to complete and sign the forms and is usually the default PDF program. Preview is factory installed and if you open the saved file, it should open in Preview.

Save this kit to your desktop or any other folder in which you can easily find the file. Throughout the process you will be saving the kit to that folder and when finished, will attach the file to an email to send it to us.

#### **Completing the Forms**

To complete the forms, mouse click the form field if visible or click just above the line and start typing. Normally, form fields become visible on a mouse hover. The documents should be completed prior to signing.

Next, go to each document and review for accuracy. To sign the documents in Preview, select Tools from the menu bar, scroll to Annotate in the drop down menu and select it. Then scroll to the bottom of the 2nd drop down menu and select Signature. If you have a signature saved, select it. Otherwise, a signature creation dialog opens and gives you the choice of using your mouse/track pad to create a signature by tracing it or to use the camera. Selecting the camera may be a better way to create your signature if you aren't good at tracing. To use the camera, manually sign your name on a clean white sheet of paper and hold it up to the camera, which is automatically turned on. Align the bottom of the signature with the blue line and hold it steady until the signature is cropped and saved. Once it is saved you may use it on any document you wish to sign in the future. You may also create additional signatures by using the same method.

By selecting Signature (which can be accessed from the signature icon as well), Preview plants a signature on the page for you to drag to where you want it and adjust the size of the signature box to fit the space. Repeat for each time you wish to sign a document. After the signature process is complete, save the kit and email it to us.

#### **Smart Phones**

You can complete the forms with a smart phone using similar processes to that of a computer. Androids should sign with Adobe Fill and Sign (available from Google Play). iPhones would use Markup. Follow the signature creation dialogs in the apps. The preferred method is by computer.

Once all the signatures that are needed have been completed, attach the kit to an email and send the email to [mike@mikesalkin.com](mailto:mike@mikesalkin.com).

## **USING A FREE DOCUSIGN ACCOUNT TO SIGN DOCUMENTS**

To set up a Docusign Free account for signing your personal documents go to:

<https://www.docusign.com/free-account>

According to Docusign this is permanent account that you can use to sign your personal documents. It is not designed to be used to send to others for their signatures. If there are two owners, each will need their own Docusign Free accounts.

Set up the account by following the prompts. Each account will need their separate email address and phone number.

Take the Getting Started tutorial that will pop up to familiarize yourself with the process.

To start the signing process:

Make sure you know where the document you want to sign is located on your computer. If you are downloading a document from an email, it is probably in the Download folder unless you designated a different folder when saving the file.

Navigate to the folder using the computer's file explorer or similar app and open the PDF document. Complete the relevant form fields by clicking on the form fields and typing. You will need to do all the editing functions before uploading to Docusign.

Log into your Docusign account.

At your Docusign dashboard select "Add Documents". Click upload and select Desktop if the file is on your computer or if in the cloud select from the 4 choices offered. It is probably easiest to have the document on your computer.

A window will popup displaying your desktop using your computer's file explorer app. Navigate to the folder the file is in and select it. The document will show up in the window.

Click I'm the only signer.

An email subject should be automatically entered if not, add one. You don't need to input an email message.

Enter an envelope type. This designation is more for your benefit based on Docusign's filing system.

Click Sign at the bottom right corner.

Allow Docusign to access your location.

A window will pop up asking to place and complete fields, select continue.

The next step is to drag and drop your initials or signature to the appropriate place on the document. If there is going to be another person signing the document you'll want to leave room for their initials.

Go to the menu at the left and select Initials. If you haven't set up a signature yet you will be directed to do so. Select a signature and initial font option in the pop up window.

Drag your initials to the appropriate place and drop them. Repeat the process until all initials are placed.

Select Signature at the left menu and drag and drop the signature. You may also drag and drop the date if it hadn't been completed beforehand.

Click Finish and you'll have the option to share the document. If there will be a second signature, you may share the document with them at this stage. You will receive the document to your email automatically and can forward it from there instead of sharing through DocuSign. Once all the shares are completed click send. If your signature is the last signature on the document you may share it with us too.

After the document is complete, you will be returned to your Inbox.

**City**                      **State**                      **Zip Code**

<div>*Status <input type="checkbox"/> New <input type="checkbox"/> Model Home Not for Sale <input type="checkbox"/> No Show  If No Show Status: *Available to Show Date  _____</div> <div>IDX/VOX When Active: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Yes will allow for syndication to broker and third-party websites once the listing is Active, No will NOT allow for syndication when the listing is Active)</div>		<div>*Property Subtype <div><input type="checkbox"/> Apartment <input type="checkbox"/> Cabin <input type="checkbox"/> Condo <input type="checkbox"/> Duplex <input type="checkbox"/> Farm <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Manufactured on Land</div><div><input type="checkbox"/> Mobile Home <input type="checkbox"/> Single Family Residence <input type="checkbox"/> Townhouse <input type="checkbox"/> Villa/Patio Home <input type="checkbox"/> Triplex <input type="checkbox"/> Quadruplex</div></div> <div>Contract Pending <input type="checkbox"/> Yes <input type="checkbox"/> No (Yes will auto-pop "Contract Pending" as first words in Public Remarks upon saving)</div> <div>Subject to Home Sale Contingency <input type="checkbox"/> Yes <input type="checkbox"/> No (Yes will auto-pop "Subject to Existing Home Sale Contingency" as first words in Agent Remarks upon saving)</div>		<div>*Asterisk Denotes Required Field*</div> <div>*Property Attached <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>Photos Provided By (multi-select) <input type="checkbox"/> Agent <input type="checkbox"/> Photographer <input type="checkbox"/> Seller <input type="checkbox"/> None</div> <div><input type="checkbox"/> Sale <input type="checkbox"/> Rent</div> <div>*Senior Living (55+) <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>*SID <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, *SID Number: _____</div>	
<div>*County _____ *Address# _____ Direction _____</div> <div>*Street Name _____ *Street Type _____</div> <div>Post Direction _____ Unit# _____ *City _____ *State _____</div> <div>*Zip Code _____ *Parcel # _____</div> <div>*Subdivision _____</div>					
<div>*Listing Price _____</div> <div>*Lot Included in Price <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>*List Date _____ (Date on Listing Agreement)</div> <div>*Expiration Date _____</div>		<div>*Legal Description (250 Char) _____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>* Lot Dimensions (Actual, not Irreg.) (45 Char)</div> <div>_____</div>			
<div>*Occupant Type <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant</div> <div>*HOA <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: HOA Name _____</div> <div>*HOA Fee _____</div> <div>*HOA Fee Term <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually</div> <div>HOA. HOA Includes <div><input type="checkbox"/> 1. Not Applicable <input type="checkbox"/> 2. Ext Maintenance <input type="checkbox"/> 3. Lawn Care <input type="checkbox"/> 4. Security <input type="checkbox"/> 5. Pool Access <input type="checkbox"/> 6. Club House <input type="checkbox"/> 7. Snow Removal <input type="checkbox"/> 8. Lake <input type="checkbox"/> 9. Insurance <input type="checkbox"/> 10. Tennis <input type="checkbox"/> 11. Common Area Mnt <input type="checkbox"/> 12. Heating</div><div><input type="checkbox"/> 13. Air Conditioning <input type="checkbox"/> 14. Water <input type="checkbox"/> 15. Garbage Service <input type="checkbox"/> 16. Golf <input type="checkbox"/> 17. Hiking <input type="checkbox"/> 18. Management <input type="checkbox"/> 19. Pets Allowed <input type="checkbox"/> 20. Playground <input type="checkbox"/> 21. Pool Maintenance <input type="checkbox"/> 22. Other</div></div> <td colspan="4"><div>*Lot Dimension Source <input type="checkbox"/> Assessor <input type="checkbox"/> GIS Calculated <input type="checkbox"/> Measured <input type="checkbox"/> Other <input type="checkbox"/> Public Records <input type="checkbox"/> Plat Map</div><div>*Protective Covenants <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown</div><div>Restrictions <input type="checkbox"/> Airport Environs Dis <input type="checkbox"/> Capitol Environs Dis <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Other <input type="checkbox"/> Planned Unit Development</div><div>Special Assessments <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: *Special Assessment Source _____</div><div>*Special Assessments Amount _____</div><div>Monthly Electric Budget _____</div><div>Monthly Gas Budget _____</div></td>		<div>*Lot Dimension Source <input type="checkbox"/> Assessor <input type="checkbox"/> GIS Calculated <input type="checkbox"/> Measured <input type="checkbox"/> Other <input type="checkbox"/> Public Records <input type="checkbox"/> Plat Map</div> <div>*Protective Covenants <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown</div> <div>Restrictions <input type="checkbox"/> Airport Environs Dis <input type="checkbox"/> Capitol Environs Dis <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Other <input type="checkbox"/> Planned Unit Development</div> <div>Special Assessments <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: *Special Assessment Source _____</div> <div>*Special Assessments Amount _____</div> <div>Monthly Electric Budget _____</div> <div>Monthly Gas Budget _____</div>			
		<div>GRN. Certified Green (If selected, the certification must be attached in Associated Documents) <div><input type="checkbox"/> 1. NAHD <input type="checkbox"/> 3. Nebraska <input type="checkbox"/> 2. LEED <input type="checkbox"/> 4. Energy Star</div></div> <div>HERS <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, *HERS Rating Year _____</div> <div>*HERS Rating (Whole Number only) _____</div>			

\*Bedrooms \_\_\_\_\_  
(Conforming Only in terms of Egress)

\*Bedrooms Above Grade \_\_\_\_\_

\*Bathrooms \_\_\_\_\_

\*# Of Fireplaces \_\_\_\_\_

## FP. Fireplace Type

- ☐ 1. Direct Vent Gas   ☐ 4. Gas Log  
☐ 2. Electric   ☐ 5. Wood Burn.  
☐ 3. Gas Log Ltr.   ☐ 6. Wood Stove

\*Garage Spaces \_\_\_\_\_

## \*GAR. Garage Type

- ☐ 1. Attached   ☐ 6. Carport  
☐ 2. Detached   ☐ 7. Off Street Park  
☐ 3. Built-In   ☐ 8. Heated  
☐ 4. Tandem   ☐ 9. None  
☐ 5. Underground

## Architecture

- ☐ Bungalow   ☐ Log Home  
☐ Cape Cod   ☐ Other  
☐ Colonial   ☐ Resort  
☐ Contemporary   ☐ Traditional  
☐ Earth Berm   ☐ Tudor  
☐ Geodesic Dome   ☐ Victorian

## \*Style (Check only one choice)

- ☐ 1 Story/Ranch   ☐ Other  
☐ 1.5 Story   ☐ Raised Ranch  
☐ 1.75 Story   ☐ Split Entry  
☐ 2 Story   ☐ Tri-Level  
☐ 2.5 Story   ☐ Uncategorized  
☐ Multi-Level

Lower Lvl Below Grade SqFt \_\_\_\_\_

Lower Lvl Above Grade SqFt \_\_\_\_\_

\*Main Floor SqFt \_\_\_\_\_

\*2nd Floor SqFt \_\_\_\_\_

\*3rd Floor SqFt \_\_\_\_\_

\*4th Floor SqFt \_\_\_\_\_

\*Basement ☐ Yes ☐ No

If Basement Yes:

\*Total Basement SqFt: \_\_\_\_\_  
(**Can** include Unfinished SqFt)

\*Finished Basement SqFt \_\_\_\_\_

## \*BSF. Basement Type

- ☐ 1. Daylight  
☐ 2. Crawl Space  
☐ 3. Egress  
☐ 4. Walkout  
☐ 5. Walkup  
☐ 6. Other Window  
☐ 7. Full  
☐ 8. Fully Finished  
☐ 9. Partial  
☐ 10. Partially Finished  
☐ 11. Unfinished  
☐ 12. Other

## \*Square Foot Source

☐ Assessor   ☐ Other   ☐ Plans

System Calculated Fields:

\*Finished Abv Grade SqFt

\*Total Finished SqFt

\*Total Finished Below Grade

(Sum of LL Below Grade & Finished Basement)

\*Tax Amount \_\_\_\_\_

☐ Partial ☐ Full

\*Tax Year \_\_\_\_\_

\*Year Built \_\_\_\_\_

## \*New Construction

- ☐ Completed (Never Occupied)  
☐ NOT New, Not a Model  
☐ Under Construction

If "Under Construction"

\*Estimated Completion Date

If "Under Construction" or "Completed (Never Occupied)"

\*Builder \_\_\_\_\_

Model Home ☐ Yes ☐ No

Model Name \_\_\_\_\_

## \*Lot Size Range

- ☐ Up to ¼ Acre  
☐ Over ¼ up to ½ Acre  
☐ Over ½ up to 1 Acre  
☐ Over 1 up to 5 Acres  
☐ Over 5 up to 10 Acres  
☐ Over 10 up to 20 Acres  
☐ Over 20 up to 40 Acres  
☐ Over 40 Acres  
☐ Not Applicable

\*Total Acres \_\_\_\_\_

Lot Square Ft. \_\_\_\_\_

\*School District \_\_\_\_\_

\*Grade School \_\_\_\_\_

\*Jr. High School \_\_\_\_\_

\*High School \_\_\_\_\_

## \*Agreement Type

- ☐ Compensation Agreement  
☐ Exclusive Agency with Var. Rate Compensation  
☐ ERTS w/Reserved Prospect  
☐ ERTS w/Var. Rate Compensation  
☐ Exclusive Agency  
☐ Exclusive Right to Sell

\*Commission Compensation \_\_\_\_\_  
(Percentage/Decimal Figure or Definite Dollar Amount Only)

Bonus(100 Char) \_\_\_\_\_

Current Rent Price \_\_\_\_\_

Lease Expire Date \_\_\_\_\_

Broker Ad Number \_\_\_\_\_

Neigh Rev Strat Area ☐ Yes ☐ No

\*NIFA Target Area ☐ Yes ☐ No

## \*Non Standard Form

☐ Yes ☐ No

\*Agent Has Equity

☐ Yes ☐ No

\*REO (Bank etc owned)

☐ Yes ☐ No



Branded Virtual Tour	Other Room Names	3
Unbranded Virtual Tour		
Branded Video Link		
Unbranded Video Link		

1. Accessory Apt	10. Great Room	19. Other
2. Bathroom	11. Hearth Room	20. Pantry
3. Bedroom	12. In Law	21. Play
4. Den	13. Library	22. Sewing
5. Dinette	14. Loft	23. Sitting
6. Exercise	15. Primary Bath	24. Storage
7. Flex	16. Media/Theater	25. Sun Room
8. Foyer	17. Mud Room	26. Walk In Closet
9. Game	18. Office	27. Workshop

This information is helpful to potential buyers			Level	Room Description Code	
			1,2,3,4,B,V,W	Room Description Code	Room Description Code
			V =Lower Above Grade	(Use Number Code)	
			W= Lower Below Grade		
Living Room	Length	Width		LIV.	1. Wall/Wall Carpeting
Formal Dining				DRF.	2. Wood Floor
Informal Dining				DRI.	3. Ceramic Tile Floor
Kitchen				KT1.	4. Porcelain Tile Floor
Kitchen 2				KT2.	5. Laminate Floor
Family Room				FAM.	6. Stone Floor
Great Room				GRT.	7. Concrete Floor
Rec Room				REC.	8. Marble Floor
Office				OFF.	9. Vinyl Floor
Laundry			*	LAU.	10. Engineered Wood
Primary Bedroom			*	MBD.	11. Window Covering
Bedroom 2				BD2.	12. Bay/Bow Windows
Bedroom 3				BD3.	13. Fireplace
Bedroom 4				BD4.	14. Wood/Coal Stove
Bedroom 5				BD5.	15. Cath/Vaulted Ceiling
Bedroom 6				BD6.	16. 9'+ Ceiling
Other 1:				OR1.	17. Ceiling Fans
Other 2:				OR2.	18. Skylight
Other 3:				OR3.	19. Dining Area
Other 4:				OR4.	20. Pantry
Other 5:				OR5.	21. Balcony/Deck
					22. Interior Balcony
					23. Walk-In Closet
					24. Cedar Closet
					25. Steam/Sauna
					26. Hot Tub/Spa
					27. Whirlpool
					28. Wetbar
					29. Egress Window
					30. Sliding Glass Door
					31. Sunken
					32. Luxury Vinyl Tile
					33. Luxury Vinyl Plank
					34. Exterior Door

*Primary Bath <input type="checkbox"/> Yes <input type="checkbox"/> No  MBT. Primary Bath Type <input type="checkbox"/> 1. Full <input type="checkbox"/> 2. 3/4 <input type="checkbox"/> 3. 1/2 <input type="checkbox"/> 4. Shower <input type="checkbox"/> 5. Whirlpool <input type="checkbox"/> 6. Double Sinks <input type="checkbox"/> 7. Bidet <input type="checkbox"/> 8. None	*Bath Type Totals				
	Main Floor Bath	2nd Floor Bath	3rd Floor Bath	4th Floor Bath	Below Grade Bath
	Full	Full	Full	Full	Full
	3/4	3/4	3/4	3/4	3/4
	1/2	1/2	1/2	1/2	1/2
	1/4	1/4	1/4	1/4	1/4
	Rough In	Rough In	Rough In	Rough In	Rough In

\*Directions to Property (250) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Office Only Remarks (200 Characters Max)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## AP. Appliances Included

- |  |  |
|--|--|
| <input type="checkbox"/> 1. Range (Oven + Cooktop) | <input type="checkbox"/> 11. Water Softener  |
| <input type="checkbox"/> 2. Oven (No Cooktop)      | <input type="checkbox"/> 12. Washer          |
| <input type="checkbox"/> 3. Refrigerator           | <input type="checkbox"/> 13. Dryer           |
| <input type="checkbox"/> 4. Freezer                | <input type="checkbox"/> 14. Double Oven     |
| <input type="checkbox"/> 5. Dishwasher             | <input type="checkbox"/> 15. Warming Oven    |
| <input type="checkbox"/> 6. Disposal               | <input type="checkbox"/> 16. Wine Fridge     |
| <input type="checkbox"/> 7. Compactor              | <input type="checkbox"/> 17. Cooktop         |
| <input type="checkbox"/> 8. Microwave              | <input type="checkbox"/> 18. Convection Oven |
| <input type="checkbox"/> 9. Indoor Grill           | <input type="checkbox"/> 19. Other           |
| <input type="checkbox"/> 10. Ice Maker             | <input type="checkbox"/> 20. None            |

## \*CL. Cooling

- |   |                                   |
|---|-----------------------------------|
| <input type="checkbox"/> 1. Central Air | <input type="checkbox"/> 4. Zoned |
| <input type="checkbox"/> 2. Window AC   | <input type="checkbox"/> 5. Other |
| <input type="checkbox"/> 3. Heat Pump   | <input type="checkbox"/> 6. None  |

## \*EF. Exterior Features

- |  |  |
|--|--|
| <input type="checkbox"/> 1. Porch            | <input type="checkbox"/> 18. Decorative Lighting |
| <input type="checkbox"/> 2. Patio            | <input type="checkbox"/> 19. Tennis Court        |
| <input type="checkbox"/> 3. Enclosed Porch   | <input type="checkbox"/> 20. Satellite Dish      |
| <input type="checkbox"/> 4. Enclosed Patio   | <input type="checkbox"/> 21. Accessible          |
| <input type="checkbox"/> 5. Covered Deck     | <input type="checkbox"/> 22. Drain Tile          |
| <input type="checkbox"/> 6. Covered Patio    | <input type="checkbox"/> 23. Extra Parking Slab  |
| <input type="checkbox"/> 7. Deck/Balcony     | <input type="checkbox"/> 24. Gas Grill           |
| <input type="checkbox"/> 8. Storm Cellar     | <input type="checkbox"/> 25. Gazebo              |
| <input type="checkbox"/> 9. Hot tub/spa      | <input type="checkbox"/> 26. Guest House         |
| <input type="checkbox"/> 10. Pool In-Ground  | <input type="checkbox"/> 27. Hunting Land        |
| <input type="checkbox"/> 11. Pool Above Grnd | <input type="checkbox"/> 28. Lake Use            |
| <input type="checkbox"/> 12. Dog Run         | <input type="checkbox"/> 29. Recreational        |
| <input type="checkbox"/> 13. Horse Permitted | <input type="checkbox"/> 30. Separate Entrance   |
| <input type="checkbox"/> 14. Storage Shed    | <input type="checkbox"/> 31. Zero Step Entry     |
| <input type="checkbox"/> 15. Out Building    | <input type="checkbox"/> 32. Other               |
| <input type="checkbox"/> 16. Sprinkler Sys   | <input type="checkbox"/> 33. None                |
| <input type="checkbox"/> 17. Greenhouse      |  |

## EX. Exterior

- |  |  |
|--|--|
| <input type="checkbox"/> 1. All Brick    | <input type="checkbox"/> 11. Brick/Other     |
| <input type="checkbox"/> 2. Stone        | <input type="checkbox"/> 12. Log             |
| <input type="checkbox"/> 3. Alum Siding  | <input type="checkbox"/> 13. Shingle         |
| <input type="checkbox"/> 4. Steel Siding | <input type="checkbox"/> 14. Cement Board    |
| <input type="checkbox"/> 5. Vinyl Siding | <input type="checkbox"/> 15. Asbestos        |
| <input type="checkbox"/> 6. Hardboard    | <input type="checkbox"/> 16. Block           |
| <input type="checkbox"/> 7. Wood         | <input type="checkbox"/> 17. Frame           |
| <input type="checkbox"/> 8. Wood Shingle | <input type="checkbox"/> 18. Poured Concrete |
| <input type="checkbox"/> 9. Stucco       | <input type="checkbox"/> 19. Other           |
| <input type="checkbox"/> 10. Asphalt     |  |

## \*FN. Fence

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> 1. Chain Link | <input type="checkbox"/> 6. Iron      |
| <input type="checkbox"/> 2. Wood       | <input type="checkbox"/> 7. Vinyl/PVC |
| <input type="checkbox"/> 3. Full       | <input type="checkbox"/> 8. Other     |
| <input type="checkbox"/> 4. Partial    | <input type="checkbox"/> 9. None      |
| <input type="checkbox"/> 5. Privacy    |                                       |

## \*HF. Heating Fuel

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 1. Gas      | <input type="checkbox"/> 6. Water Source |
| <input type="checkbox"/> 2. Electric | <input type="checkbox"/> 7. Wood         |
| <input type="checkbox"/> 3. Oil      | <input type="checkbox"/> 8. Other        |
| <input type="checkbox"/> 4. Propane  | <input type="checkbox"/> 9. None         |
| <input type="checkbox"/> 5. Solar    |  |

## \*HT. Heating Type

- |   |   |
|---|---|
| <input type="checkbox"/> 1. Forced Air  | <input type="checkbox"/> 8. Hot Water   |
| <input type="checkbox"/> 2. Heat Pump   | <input type="checkbox"/> 9. Steam       |
| <input type="checkbox"/> 3. Gravity     | <input type="checkbox"/> 10. Zoned      |
| <input type="checkbox"/> 4. Baseboard   | <input type="checkbox"/> 11. Geothermal |
| <input type="checkbox"/> 5. Radiant     | <input type="checkbox"/> 12. Other      |
| <input type="checkbox"/> 6. Wall        | <input type="checkbox"/> 13. None       |
| <input type="checkbox"/> 7. Wood Assist |   |

## IN. Interior Features

- |   |   |
|---|---|
| <input type="checkbox"/> 1. Central Vac         | <input type="checkbox"/> 18. Whirlpool          |
| <input type="checkbox"/> 2. Security System     | <input type="checkbox"/> 19. 2nd Kitchen        |
| <input type="checkbox"/> 3. Cable Avail         | <input type="checkbox"/> 20. Bidet              |
| <input type="checkbox"/> 4. Wetbar              | <input type="checkbox"/> 21. Ceiling Fan        |
| <input type="checkbox"/> 5. Intercom            | <input type="checkbox"/> 22. Drain Tile         |
| <input type="checkbox"/> 6. Walk-Up Attic       | <input type="checkbox"/> 23. Formal Dining      |
| <input type="checkbox"/> 7. Attic Exhaust Fan   | <input type="checkbox"/> 24. Garage Door Opener |
| <input type="checkbox"/> 8. Whole House Exhaust | <input type="checkbox"/> 25. Garage Floor Drain |
| <input type="checkbox"/> 9. 9'+ Ceiling         | <input type="checkbox"/> 26. Jack/Jill Bath     |
| <input type="checkbox"/> 10. Fire Sprinkler     | <input type="checkbox"/> 27. Pantry             |
| <input type="checkbox"/> 11. Power Humidifier   | <input type="checkbox"/> 28. Skylight           |
| <input type="checkbox"/> 12. Elect. Air Filters | <input type="checkbox"/> 29. Sump Pump          |
| <input type="checkbox"/> 13. Accessible         | <input type="checkbox"/> 30. Water Purifier     |
| <input type="checkbox"/> 14. Exercise Room      | <input type="checkbox"/> 31. Zero Step Entry    |
| <input type="checkbox"/> 15. Two Story Entry    | <input type="checkbox"/> 32. Other              |
| <input type="checkbox"/> 16. LL Daylight Window | <input type="checkbox"/> 33. None               |
| <input type="checkbox"/> 17. Elevator           |   |

## FC. Floor Coverings

- |  |   |
|--|---|
| <input type="checkbox"/> 1. Carpet       | <input type="checkbox"/> 8. Stone               |
| <input type="checkbox"/> 2. Ceramic Tile | <input type="checkbox"/> 9. Porcelain Tile      |
| <input type="checkbox"/> 3. Concrete     | <input type="checkbox"/> 10. Engineered Wood    |
| <input type="checkbox"/> 4. Wood         | <input type="checkbox"/> 11. Other              |
| <input type="checkbox"/> 5. Laminate     | <input type="checkbox"/> 12. Luxury Vinyl Tile  |
| <input type="checkbox"/> 6. Marble       | <input type="checkbox"/> 13. Luxury Vinyl Plank |
| <input type="checkbox"/> 7. Vinyl        |   |

## \*FD. Foundation Details

- |   |  |
|---|--|
| <input type="checkbox"/> 1. Poured Concrete | <input type="checkbox"/> 5. Tile         |
| <input type="checkbox"/> 2. Slab            | <input type="checkbox"/> 6. Brick/Mortar |
| <input type="checkbox"/> 3. Concrete Block  | <input type="checkbox"/> 7. Other        |
| <input type="checkbox"/> 4. Stone           | <input type="checkbox"/> 8. None         |

## LT. Lot Description

- |  |  |
|--|--|
| <input type="checkbox"/> 1. In City            | <input type="checkbox"/> 13. Rolling             |
| <input type="checkbox"/> 2. Corner Lot         | <input type="checkbox"/> 14. Sloping             |
| <input type="checkbox"/> 3. Riverfront         | <input type="checkbox"/> 15. Pond/Stream on Prop |
| <input type="checkbox"/> 4. Lakefront          | <input type="checkbox"/> 16. Wooded              |
| <input type="checkbox"/> 5. Cul-De-Sac         | <input type="checkbox"/> 17. Paved Road          |
| <input type="checkbox"/> 6. Golf Course Frntge | <input type="checkbox"/> 18. Common Area         |
| <input type="checkbox"/> 7. In Subdivision     | <input type="checkbox"/> 19. Irregular           |
| <input type="checkbox"/> 8. Public Sidewalk    | <input type="checkbox"/> 20. Secluded            |
| <input type="checkbox"/> 9. Alley              | <input type="checkbox"/> 21. Trackage            |
| <input type="checkbox"/> 10. Curb and Gutter   | <input type="checkbox"/> 22. Private Roadway     |
| <input type="checkbox"/> 11. Curb Cut          | <input type="checkbox"/> 23. Waterfront          |
| <input type="checkbox"/> 12. Level             | <input type="checkbox"/> 24. Other               |

## \*SW. Sewer And Water

- |   |   |
|---|---|
| <input type="checkbox"/> 1. Public Water  | <input type="checkbox"/> 6. Private Sewer |
| <input type="checkbox"/> 2. Private Water | <input type="checkbox"/> 7. Septic        |
| <input type="checkbox"/> 3. Rural Water   | <input type="checkbox"/> 8. Other         |
| <input type="checkbox"/> 4. Well          | <input type="checkbox"/> 9. None          |
| <input type="checkbox"/> 5. Public Sewer  |   |

## UT. Utilities at Site

- |   |   |
|---|---|
| <input type="checkbox"/> 1. Electric    | <input type="checkbox"/> 7. Fiber Optic |
| <input type="checkbox"/> 2. Natural Gas | <input type="checkbox"/> 8. Cable TV    |
| <input type="checkbox"/> 3. Water       | <input type="checkbox"/> 9. Propane     |
| <input type="checkbox"/> 4. Sewer       | <input type="checkbox"/> 10. Other      |
| <input type="checkbox"/> 5. Storm Sewer | <input type="checkbox"/> 11. None       |
| <input type="checkbox"/> 6. Telephone   |   |

## \*OW. Ownership Type

- |   |   |
|---|---|
| <input type="checkbox"/> 1. Fee Simple  | <input type="checkbox"/> 4. Cooperative |
| <input type="checkbox"/> 2. Condominium | <input type="checkbox"/> 5. Other       |
| <input type="checkbox"/> 3. Leasehold   | Fee simple is the most common.          |

## \*FT. Financing Terms Accepted

- |   |   |
|---|---|
| <input type="checkbox"/> 1. Private Financing | <input type="checkbox"/> 6. Cash              |
| <input type="checkbox"/> 2. VA                | <input type="checkbox"/> 7. USDA              |
| <input type="checkbox"/> 3. FHA               | <input type="checkbox"/> 8. Seller Assistance |
| <input type="checkbox"/> 4. Conventional      | <input type="checkbox"/> 9. Other             |
| <input type="checkbox"/> 5. Loan Assumption   |   |

## RF. Roof Type

- |  |   |
|--|---|
| <input type="checkbox"/> 1. Composition  | <input type="checkbox"/> 8. Insulated         |
| <input type="checkbox"/> 2. Wood Shingle | <input type="checkbox"/> 9. Built-Up          |
| <input type="checkbox"/> 3. Flat         | <input type="checkbox"/> 10. Concrete         |
| <input type="checkbox"/> 4. Tile         | <input type="checkbox"/> 11. Asbestos Shingle |
| <input type="checkbox"/> 5. Slate        | <input type="checkbox"/> 12. Rock             |
| <input type="checkbox"/> 6. Metal        | <input type="checkbox"/> 13. Shake            |
| <input type="checkbox"/> 7. Membrane     | <input type="checkbox"/> 14. Other            |

## PY. Payment Includes

- |  |   |
|--|---|
| <input type="checkbox"/> 1. Tax Included       | <input type="checkbox"/> 3. MIP/PMI Include |
| <input type="checkbox"/> 2. Insurance Included | <input type="checkbox"/> 4. None            |

## ADMIN INSTRUCTIONS

Admin Instructions (This is NOT an MLS field— It is to be used for notes to input Admins if applicable)

We reserve the right to change or delete any entry on this form that we believe to be inaccurate.

This form should be saved in an editable format. We need to be able to copy certain entries directly into the MLS.



**NEBRASKA REAL ESTATE COMMISSION**  
**SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT**  
**Residential Real Property**

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? \_\_\_\_\_ year(s)  
 Is seller currently occupying the property? \_\_\_\_\_ YES \_\_\_\_\_ NO. If yes, how long has the seller occupied the property? \_\_\_\_\_ year(s)  
 If no, has the seller ever occupied the property? \_\_\_\_\_ YES \_\_\_\_\_ NO If yes when? From \_\_\_\_\_ (year) to \_\_\_\_\_ (year)

This disclosure statement concerns the real property located at \_\_\_\_\_  
 in the city of \_\_\_\_\_, County of \_\_\_\_\_, State of Nebraska and legally described as:  
 \_\_\_\_\_

**This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is NOT a warranty of any kind by the seller or any agent representing a principal in the transaction, and should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.**

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the number in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

**SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:**

**PART I** – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

<b>Section A - Appliances</b>	<b>Working</b>	<b>Not Working</b>	<b>Do not know if working</b>	<b>None / Not included</b>
1. Refrigerator				
2. Clothes Dryer				
3. Clothes Washer				
4. Dishwasher				
5. Garbage Disposal				
6. Freezer				
7. Oven				
8. Range				
9. Cooktop				
10. Microwave oven				
11. Built-In vacuum system and equipment				
12. Range ventilation systems				
13. Gas grill				
14. Room air conditioner ( _____ number )				
15. TV antenna / Satellite dish				
16. Trash compactor				

<b>Section B - Electrical Systems</b>	<b>Working</b>	<b>Not Working</b>	<b>Do not Know if working</b>	<b>None / Not included</b>
1. Electrical service panel capacity _____ AMP Capacity (if known) fuse _____ circuit breakers				
2. Ceiling fan(s) ( _____ number )				
3. Garage door opener(s) ( _____ number )				
4. Garage door remote(s) ( _____ number )				
5. Garage door keypad(s) ( _____ number )				
6. Telephone wiring and jacks				
7. Cable TV wiring and jacks				
8. Intercom or sound system wiring				
9. Built-In speakers				
10. Smoke detectors ( _____ number )				
11. Fire alarm				
12. Room ventilation/exhaust fan ( _____ number )				
13. 220 volt service				
14. Security System _____ Owned _____ Leased _____ Central station monitoring				
15. Have you experienced any problems with the electrical system or its components? _____ YES _____ NO	If YES, explain the condition in the comments section in PART III of this disclosure statement.			
16. Carbon Monoxide Alarm ( _____ number )				

**Seller's Initials** \_\_\_\_/\_\_\_\_ **Property Address** \_\_\_\_\_ **Buyer's Initials** \_\_\_\_/\_\_\_\_

<u>Section C - Heating and Cooling Systems</u>	Working	Not Working	Do not Know if working	None / Not included
1. Air purifier				
2. Attic fan				
3. Whole house fan				
4. Central air conditioning _____ year installed (if known)				
5. Heating system _____ year installed (if known) _____ Gas _____ Electric _____ Other (specify _____)				
6. Fireplace / Fireplace Insert				
7. Gas log (fireplace)				
8. Gas starter (fireplace)				
9. Heat pump _____ year installed (if known)				
10. Humidifier				
11. Propane Tank _____ year installed (if known) _____ Rent _____ Own				
12. Wood-burning stove _____ year installed (if known)				

<u>Section D - Water Systems</u>	Working	Not Working	Do not Know if working	None / Not included
1. Hot tub / whirlpool				
2. Plumbing (water supply)				
3. Swimming pool				
4. a. Underground sprinkler system				
b. Back-flow prevention system				
5. Water heater _____ year installed (if known)				
6. Water purifier _____ year installed (if known)				
7. Water softener _____ Rent _____ Own				
8. Well system				
<u>Section E - Sewer Systems</u>	Working	Not Working	Do not Know if working	None / Not included
1. Plumbing (water drainage)				
2. Sump pump (discharges to _____)				
3. Septic System				

**PART II** - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

**Section A. Structural Conditions** - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

<u>Section A - Structural Conditions</u>	YES	NO	Do not Know
1. Age of roof (if known) _____ year(s)	N / A	N / A	
2. Does the roof leak?			
3. Has the roof leaked?			
4. Is there presently damage to the roof?			
5. Has there been water intrusion in the basement or crawl space?			
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?			
7. Are there any structural problems with the structures on the real property?			
8. Is there presently damage to the chimney?			
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?			

<u>Section A - Structural Conditions</u>	YES	NO	Do not Know
10. Year property was built _____ (if known)	N / A	N / A	
11. Has the property experienced any moving or settling of the following:	-----	-----	-----
- Foundation			
- Floor			
- Wall			
- Sidewalk			
- Patio			
- Driveway			
- Retaining wall			
12. Any room additions or structural changes?			

**Section B. Environmental Conditions** - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

<u>Section B - Environmental Conditions</u>	YES	NO	Do not Know
1. Asbestos			
2. Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			
5. Radon gas			
6. Toxic materials			

<u>Section B - Environmental Conditions</u>	YES	NO	Do not Know
7. Underground fuel, chemical or other type of storage tank?			
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?			
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)			

**Seller's Initials** \_\_\_\_/\_\_\_\_ **Property Address** \_\_\_\_\_ **Buyer's Initials** \_\_\_\_/\_\_\_\_

**Section C. Title Conditions** - Do any of the following conditions exist with regard to the real property?

<b>Section C - Title Conditions</b>	<b>YES</b>	<b>NO</b>	<b>Do not Know</b>
1. Any features, such as walls, fences and driveways which are shared?			
2. Any easements, other than normal utility easements?			
3. Any encroachments?			
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?			
5. Any lot-line disputes?			
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?			
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?			
8. Any condominium, homeowners', or other type of association which has any authority over the real property?			
9. Any private transfer fee obligation upon sale?			

<b>Section C - Title Conditions</b>	<b>YES</b>	<b>NO</b>	<b>Do not Know</b>
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?			
11. Is there a common wall or walls?			
b. is there a party wall agreement?			
12. Any lawsuits regarding this property during the ownership of the seller?			
13. Any notices from any governmental or quasi-governmental agency affecting the real property?			
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?			
15. Any deed restrictions or other restrictions of record affecting the real property?			
16. Any unsatisfied judgments against the seller?			
17. Any dispute regarding a right of access to the real property?			
18. Any other title conditions which might affect the real property?			

**Section D. Other Conditions** - Do any of the following conditions exist with regard to the real property?

<b>Section D- Other Conditions</b>	<b>YES</b>	<b>NO</b>	<b>Do not Know</b>
1. a. Are the dwelling(s) and the improvements connected to a public water system?			
b. If so, is the system operational?			
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system?			
b. If so, is the system operational?			
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?			
4. a. Are the dwelling(s) and the improvements connected to a public sewer system?			
b. If so, is the system operational?			
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system?			
b. If so, is the system operational?			
6. a. Are the dwelling(s) and the improvements connected to a septic system?			
b. If so, is the system operational?			
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?			

<b>Section D- Other Conditions</b>	<b>YES</b>	<b>NO</b>	<b>Do not Know</b>
8. a. Is the real property in a flood plain?			
b. Is the real property in a floodway?			
9. Is trash removal service provided to the real property? If so, are the trash services _____ public _____ private			
10. Have the structures been mitigated for radon? If yes, when? ____/____/____			
11. Is the property connected to a natural gas system?			
12. Has a pet lived on the property? Type(s) _____			
13. Are there any diseased or dead trees, or shrubs on the real property?			
14. Are there any flooding, drainage, or grading problems in connection to the real property?			
15. a. Have you made any insurance or manufacturer claims with regard to the real property?			
b. Were all repairs related to the above claims completed?			
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?			

**Section E. Cleaning / Servicing Conditions** - Have you ever performed or had performed the following? (State most recent year performed)

<b>Section E - Cleaning / Servicing Conditions</b>	<b>YEAR</b>	<b>YES</b>	<b>NO</b>	<b>Do not know</b>	<b>None / Not included</b>
1. Servicing of air conditioner					
2. Cleaning of fireplace, including chimney					
3. Servicing of furnace					
4. Professional inspection of furnace A/C (HVAC) System					
5. Servicing of septic system					

<b>Section E - Cleaning/Servicing Conditions</b>	<b>YEAR</b>	<b>YES</b>	<b>NO</b>	<b>Do not know</b>	<b>None / Not included</b>
6. Cleaning of wood-burning stove, including chimney					
7. Treatment for wood-destroying insects or rodents					
8. Tested well water					
9. Serviced / treated well water					

Seller's Initials \_\_\_\_/\_\_\_\_ Property Address \_\_\_\_\_ Buyer's Initials \_\_\_\_/\_\_\_\_

Note: Use additional pages if necessary.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

If checked here \_\_\_\_\_ PART III is continued on a separate page(s)

### SELLER'S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of \_\_\_\_\_ pages (*including additional comment pages*), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

## ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Seller's Initials** \_\_\_\_/\_\_\_\_ **Property Address** \_\_\_\_\_ **Buyer's Initials** \_\_\_\_/\_\_\_\_



**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 (initial (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

---

(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 (initial (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**

(c) Purchaser has (initial (i) or (ii) below):

(i) \_\_\_\_\_ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) \_\_\_\_\_ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

(e) Purchaser has (initial (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

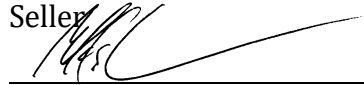
(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment** (initial or enter N/A if not applicable)

- (f) MS Seller's 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.
- (g) \_\_\_\_\_ Purchaser's 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.<sup>1</sup>

**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	Purchaser	Date
Seller 	Date	Purchaser	Date
Seller's Agent	Date	Purchaser's Agent <sup>1</sup>	Date

**Paperwork Reduction Act**

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

<sup>1</sup> Only required if the purchaser's agent receives compensation from the seller.

## Agency Disclosure Information for Buyers and Sellers

Company Berkshire Real Estate Agent Name Mike Salkin

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being **offered**.

For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

**The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):**

## Initial This One

 $\Rightarrow$ 

☒ Limited Seller's Agent

- *Works for the seller*
- *Shall not disclose any confidential information about the seller unless required by law*
- *May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property*
- *Must present all written offers to and from the seller in a timely manner*
- *Must exercise reasonable skill and care for the seller and promote the seller's interests*

*A written agreement is required to create a seller's agency relationship*

## Limited Buyer's Agent

- *Works for the buyer*
- *Shall not disclose any confidential information about the buyer unless required by law*
- *May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction*
- *Must present all written offers to and from the buyer in a timely manner*
- *Must exercise reasonable skill and care for the buyer and promote the buyer's interests*

A written agreement **is not** required to create a buyer's agency relationship

### Limited Dual Agent

- *Works for both the buyer and seller*
- *May not disclose to seller that buyer is willing to pay more than the price offered*
- *May not disclose to buyer that seller is willing to accept less than the asking price*
- *May not disclose the motivating factors of any client*
- *Must exercise reasonable skill and care for both buyer and seller*

A written disclosure and consent to dual agency  
required for all parties to the transaction

**Customer Only** (see reverse side for  
ent may perform for a customer)

- **Agent does not work for you**, agent works for another party or potential party to the transaction as:  
\_\_\_ Limited Buyer's Agent \_\_\_ Limited Seller's Agent  
\_\_\_ Common Law Agent (attach addendum)
- Agent may disclose confidential information that you provide agent to his or her client
- Agent must disclose otherwise undisclosed adverse material facts:
  - about a property to you as a buyer/customer
  - about buyer's ability to financially perform the transaction to you as a seller/customer
- Agent may not make substantial misrepresentations

**Common Law Agent for \_\_\_\_\_ Buyer \_\_\_\_\_ Seller** (complete and attach Common Law Agency addendum)

**THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS.** By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

## Acknowledgement of Disclosure

X

(Client or Customer Signature) (Date)

X

(Client or Customer Signature) (Date)

(Print Client or Customer Name)

(Print Client or Customer Name)

Contact Information:

**Initial Below**

Agent(s) name(s) and phone number(s): **Mike Salkin 402-397-2800**

Only the agent(s) named above is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent. \_\_\_\_\_ **Initial** \_\_\_\_\_ **Initial** (this paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency)

**BERKSHIRE REAL ESTATE 402-397-2800 Mike Salkin, Broker**

*Client or Customer name(s):* \_\_\_\_\_



## UNIFORM LISTING CONTRACT

(This is a legally binding contract. If not understood, seek legal advice.)

**Broker fees and commissions are not set by law and are fully negotiable.**



**1. NAME OF BROKER FIRM** ("Broker"): **BERKSHIRE REAL ESTATE** Omaha Nebraska.

**2. APPOINTMENT OF BROKER:** In consideration of Broker's agreement to list and offer for sale the property described below, and to use Broker's efforts to find a purchaser therefore, Seller (whether one or more) hereby gives Broker the sole and exclusive right for sale of real property located at:

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_.

**3. LISTING PERIOD:** The term of this contract shall begin \_\_\_\_\_ and continue through \_\_\_\_\_.

**NOTE: Listing must begin at least 1 business day after paperwork is sent in and run for at least 4 months but no more than 6 months.**

**4. LISTING PRICE:** The listing price for the property shall be (\$ \_\_\_\_\_)

**5. COMMISSION AND FEES AND PROGRAM SELECTION:** Seller agrees to pay Broker a cash commission at closing based on the purchase price of (select one):

\_\_\_\_\_ **A.) SHOWCASE** - Seller agrees to pay Broker a \$499.00 flat fee. Seller will also pay an additional commission of \_\_\_\_\_ of the total gross sales price to Broker for the services of Buyers Broker if Buyer is procured from a buyers agent or broker. Broker hereby authorizes Escrow Agent to pay Buyers Broker the aforementioned commission directly at closing. The buyer broker commission rate may be changed in the Purchase Agreement.

\_\_\_\_\_ **B.) FULL SERVICE** - Seller agrees to pay a commission rate of 1% on the first \$400,000, dropping to 0.5% on the next \$400,000, and 0% thereafter, or \$1,500, whichever is higher at closing.\* Maximum commission, excluding cooperative commission, is \$6,000. In addition Seller agrees to pay \_\_\_\_\_ of the total gross sales price to Broker for the services of a buyers broker if Buyer is procured by a buyer's agent or broker. This commission rate may be changed in the Purchase Agreement. Broker hereby authorizes Escrow Agent to pay Buyers Broker the aforementioned commission directly at closing.

Seller authorizes Broker to pay the Buyers Agent commission to the Buyers Broker at closing. If seller procures their own buyer through efforts of their own and that buyer does not have an agent, no additional commission is required. All Broker commissions shall be included on the seller side of the settlement statement as a charge to Seller and paid to Broker upon close of escrow.

Broker authorizes escrow agent to pay the Buyers Agent commission directly to the Buyers Broker at closing.

Seller agrees to pay Broker without delay for Broker Fees not paid at closing.

This commission shall be payable on the happening of any one or more of the following events:

- (a) if a sale or exchange is made, or purchaser found, who is ready, willing & able to purchase or exchange the Property, before the Expiration of this listing or
- (b) if a purchaser is found who executes an option to purchase or a lease with option to purchase ("Option") and if the Option is subsequently exercised, whether or not the Option is exercised during the term of this Uniform Listing Contract, by Broker, Seller or any other person at the above price and terms or for any other price and terms Seller may agree to accept, or
- (c) if this agreement is revoked or violated by Seller after a fully ratified Purchase Agreement has been obtained, or
- (d) if Broker is prevented in closing the sale of this Property by existing claims, liens, judgments or suits pending against the Property, or the Seller thereof, or
- (e) if within 90 days after the Expiration Date of this listing Seller conveys, exchanges or options the Property to anyone due to Broker's efforts performed under this Uniform Listing Contract, unless the Property is listed with another Broker.

Seller authorizes Broker to compensate Purchaser's Agents; Agents acting for both Purchaser and Seller (Dual Agents).

**6. FULL SERVICE LISTINGS:** If Seller chooses the Full Service listing option, Broker may provide assistance with arranging appointments, accepting and presenting offers, advising on offers and counter offers, negotiate for Seller and assist through closing.

**7. LIMITED SERVICE LISTINGS:** If Seller chooses the Showcase option which is a limited service listing, Seller is responsible for the following: providing Broker with a copy of any and all offers, counter offers, estimated proceeds statements, all addenda & signed closing statement within 24 hours of receipt. Seller is also responsible to negotiate their offer, process their paperwork, order title and payoffs and make sure all documents needed are sent to escrow agent. This is not the job of the buyer's agent should there be a buyer's agent. Broker may charge Seller to correct any deficiencies thereof at the rate of \$50/hr. with a minimum of 1 hour.

Broker is responsible to the MLS and the Real Estate Commission for the timely submission of all changes and documents regarding the transaction. Any fines incurred shall be immediately reimbursed by Seller.

**8. EQUAL OPPORTUNITY:** The Property, as required by law, is offered without respect to race, color, religion, sex, handicap or disability, familial status, national origin, or age.

**9. PRICE TO INCLUDE:** The Price shall include all attached equipment and fixtures.

**10. SELLER PROPERTY CONDITION DISCLOSURE STATEMENT:** Seller represents to Broker, for the purposes of this Uniform Listing Contract, that Seller has completed the Seller Property Condition Disclosure Statement fully and correctly to the best of the Seller's knowledge. Seller further states that all oral representations made to Broker are accurate. Broker shall not accept nor attempt to solicit any offers to purchase until the Seller Property Condition Disclosure Statement is completed by Seller and received by Broker.

**11. SELLER'S CERTIFICATION:** Seller certifies that to the best of Seller's knowledge, information and belief, the following describes the true **condition of the Property**:

- a.) All items set forth in paragraph 10 above to be included in the sale are and will be in good working order on possession;
- b.) There are no structural defects, either latent or apparent;
- c.) There is no evidence of wood infestation on the Property; and
- d.) The lower level or basement level of all structures are free from leakage or seepage of water;
- e.) There are no known conditions present or existing with respect to the Property, unless provided in writing, which may give rise to create Environmental Hazards or Liabilities, and that there are no enforcement actions pending or threatened in connection therewith. Seller agrees to inform Broker if any such Environmental Hazards or Liabilities are discovered during the term of this Uniform Listing Contract or any extension thereof, and to provide Broker with full information with respect thereto. However, if any of the above conditions are found on the Property and it is known or discovered that any such condition existed prior to closing, Seller agrees to indemnify and hold harmless Broker, and Broker's salespersons, employees, associate brokers, cooperating broker or purchaser's representative ("Broker Et Al"), from any and all causes of action, loss, damage or expense to which Broker Et Al may be subject in connection with this paragraph.

**12. ASSESSMENTS:** Seller agrees to pay any assessments for paving, curb, sidewalk or utilities previously constructed, or ordered, or required to be constructed by the public authority, but not yet assessed.

**13. EARNEST DEPOSIT ("Deposit"):** Broker is authorized to receive and deposit in a trust account Earnest Deposit money from prospective purchasers making written offers to acquire the Property, and Broker shall retain same until the closing unless transferred to an Escrow Agent. In the event of a dispute over the return or forfeiture of any Deposit held by the Broker/Escrow Agent, the Broker/Escrow Agent shall continue to hold the Deposit in its trust account until Broker/Escrow Agent has a written release from all parties consenting to its disposition or until a civil action is filed to determine its disposition at which time the Broker/Escrow Agent may pay it into court. If the Deposit is forfeited by a purchaser, after Broker's expenses are deducted, Seller shall receive one-half (1/2) and Broker one-half (1/2), to apply to damages which the Seller and Broker may suffer as a result of the default by purchaser.

**14. ESCROW AGENT:** Seller agrees that the closing of any sale made by Broker may be handled by an escrow agent ("Escrow Agent") and that the fee charged by the Escrow Agent shall be equally divided between purchaser and Seller, unless purchaser is obtaining a VA loan, then cost of the Escrow Agent shall be paid by Seller.

**15. TITLE AND CONVEYANCE:** Seller agrees to furnish a complete abstract of title certified to date of sale showing marketable title, or a title Insurance commitment if necessary to complete the sale and to pay any expense incurred in perfecting the title in case the same is found defective, and convey, within a reasonable period from date of sale by warranty deed executed by all persons having any interest therein, and clear of all encumbrances except easements, deed restrictions, and covenants of record.

**16. POSSESSION:** Possession to be given at closing or as agreed in the Purchase Agreement.

**17. KEYS AND LOCK BOX:** Seller grants Broker permission to install and use a lock box containing a key to the Property. Seller acknowledges that:

- a.) A lock box and any other keys available to Broker will permit access to the Property by Broker and cooperating Brokers together with potential purchasers;
- b.) Seller will maintain in force adequate insurance to protect Seller in the event of any damage, loss or claims arising from entry to the Property by persons through the above use of the key and agrees to hold the Broker harmless from any loss, claim, or damage resulting therefrom;
- c.) Seller will obtain and provide to Broker written permission from the occupant of the Property, if it is a person other than the Seller, allowing showings as described above, after giving occupant notice;
- d.) Seller authorizes Broker to allow access to the property by other persons, including but not limited to appraisers, inspectors, utility company personnel, as necessary to complete a sale.

**18. MULTIPLE LISTING SERVICE ("MLS") AUTHORITY:** Seller authorizes Broker to process, advertise and distribute information about the Property through the MLS to its subscribers. Seller authorizes Broker to release all information regarding the completed sale of the Property to the MLS and their assigns. ("The Seller understands that the information provided to any multiple listing service will be accessible by other REALTORS® and subscribers thereof, and Seller agrees to the release of this information to the REALTORS®, salespersons and brokers associated with the Designated REALTORS®, and any other entity approved by the Board of Directors of the aforementioned multiple listing services.")

**19. SIGNS AND ADVERTISING:** Broker is authorized to advertise and promote the sale of the Property, erect a "For Sale" sign thereon, and when sold, to place a "Sold" sign thereon, except where prohibited by law. Seller's property will be listed on the MLS, Realtor.com, local broker sites that subscribe to IDX and third party websites that have syndication agreements with the MLS. Broker has no control over which websites have syndication agreements or the accuracy of the information they post.

**20. RELEASE OF LOAN INFORMATION:** Seller authorizes their present lender to provide Broker information regarding the status of any loan on the property.

**21. DUTIES AND RESPONSIBILITIES OF BROKER:** Broker shall have the following duties and obligations.

- a.) To perform the terms of this agreement;
- b.) To exercise reasonable skill and care for Seller;
- c.) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
  - 1.) Seeking the price and terms which are acceptable to Seller except that Broker shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract for sale;
  - 2.) Presenting all written offers to and from Seller in a timely manner regardless of whether the property is subject to a contract for sale;
  - 3.) Disclosing in writing to Seller all adverse material facts actually known by Broker, and
  - 4.) Advising Seller to obtain expert advice as to material matters of that which Broker knows but the specifics of which are beyond the expertise of Broker;
- d.) To account in a timely manner for all money and property received;
- e.) To comply with the requirements of agency relationships as defined in Neb. Rev. Stat. 76-2401 through 76-2430, the Nebraska Real Estate license act, and any rules or regulations promulgated pursuant to such sections or act; and
- f.) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

**22. DUTIES AND RESPONSIBILITIES OF SELLER'S LIMITED AGENT AS A LIMITED DUAL AGENT:** Seller's Limited Agent (as described below) has disclosed to Seller that Broker permits Seller's Limited Agent to act as an agent for sellers of property or for buyers of property, and with the informed written consent of both the seller and buyer of a particular property, to act as a Limited Dual Agent for both. Seller's Limited Agent agrees to promptly notify Seller whenever a Seller's Limited Agent is also representing a buyer when that buyer becomes interested in acquiring Seller's property. Seller consents to Seller's Limited Agent also serving as an agent of the buyer for Seller's property and acknowledges that Seller's Limited Agent will then be a Limited Dual Agent of both Seller and buyer, serving both Seller and buyer as clients. As a Limited Dual Agent, Seller's Agent will owe to the buyer the following duties and obligations as a buyer's Agent:

- a.) To perform the terms of the written agreement made with the buyer;
- b.) To exercise reasonable skill and care for the buyer;
- c.) To promote the interests of the buyer with utmost good faith, loyalty, and fidelity, including:
  - 1.) Seeking a price and terms which are acceptable to the buyer, except that the licensee shall not be obligated to seek other properties while the buyer is a party to a contract to purchase property;
  - 2.) Presenting all written offers to and from the buyer in a timely manner regardless of whether the buyer is already a party to a contract to purchase property;
  - 3.) Disclosing in writing to the buyer adverse material facts actually known by the buyer's Limited Agent;
  - 4.) Advising the buyer to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the buyer's Limited Agent;
- d.) To account in a timely manner for all money and property received;
- e.) To comply with all requirements of sections 76-2401 to 76-2430, the Nebraska Real Estate License act, and any rules and regulations promulgated pursuant to such sections or act; and
- f.) Comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations

As a limited Dual Agent, Seller's Limited Agent also continues to owe Seller the duties and obligations as a Seller's Limited Agent set out in paragraph 3, and the Seller's Limited Agent also continues to owe to buyer the duties and obligations as a buyer's Limited Agent described above, except that a Limited Dual Agent can disclose to one client any information the Limited Dual Agent has gained from the other client which is relevant to the transaction or client, provided that Limited Dual Agent cannot disclose, without the informed written consent of the client to whom the information pertains:

- a.) That Seller is willing to accept less than the asking price for the property;
- b.) That buyer is willing to pay more than the purchase price offered for the property;
- c.) What the motivating factors are for any client buying or selling the property;
- d.) That either client will agree to financing terms other than those offered by that client;
- e.) Any other confidential information about the client unless the disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute fraudulent misrepresentation.

In the event that Seller's Limited Agent becomes a Limited Dual Agent, Seller's Limited Agent will prepare and present to Seller an Informed Written Consent at or before the time an offer to or from the buyer is first presented. The Informed Written Consent will identify the buyer and disclose the compensation agreement between Seller's Limited Agent and buyer, if any. Seller's Limited Agent will be allowed to continue in the transaction as a Limited Dual Agent only if the Informed Written Consent is signed by both Seller and Buyer.

**23. CONFIDENTIAL INFORMATION AND ADVERSE MATERIAL FACTS:** Broker shall not disclose any confidential information about Seller, without Seller's written permission, unless disclosure is required by statute, rule or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. Broker is required to disclose adverse material facts to any prospective purchaser. Adverse material facts may include any environmental hazards affecting the property which are required by law to be disclosed, physical condition of the property, any material defects in the property, any material defects in the title to the property, or any material limitation on Seller's ability to perform under the terms of the contract.

**24. PRICE CHANGE AUTHORIZATION:** Seller and Broker hereby mutually agree to waive any signature requirement for subsequent price changes. Under Seller's direction provided in writing, by fax or by email, Seller authorizes Broker to make changes to this listing price.

**25. NON-DISCRIMINATION:** As required by law, Seller and Broker agree not to discriminate because of religion, race, color, national origin, age, sex, disability, familial status, or marital status in the sale of the Property. Seller agrees to investigate and comply with all laws regarding discrimination. Broker will in no way be responsible for Seller's actions in violating fair housing laws and will indemnify and hold Broker harmless from any fair housing violation claims.

**26. INDEMNIFICATION:** Seller shall defend, indemnify and hold Broker, its shareholders, directors, officers, employees, agents and representatives harmless from, any and all losses, claims, damages, liabilities and costs, including without limitation commission claims, court costs, reasonable attorneys' fees and MLS penalties and fines, which arise from, are related to, or are in connection with,

- a.) Seller's breach of this Agreement or violation of any federal, state or local law;
- b.) Seller's provision of false, misleading, inaccurate or incomplete information, representations or warranties to Broker, prospective buyers or buyer; or
- c.) claims of third parties relating to the Listed Property, the sale thereof, and/or any compensation to be paid in connection with such sale (including, without limitation, a claim by the Cooperating Brokerage against Broker for a commission).

Seller also accepts any liability for any potential misrepresentation as to the condition and square footage measurement of the home. Seller accepts any responsibility to pay buyers agent commission should it be found that subsequent to closing, a buyer was procured by buyers agent. Seller will require the buyer to obtain a copy of their lender's appraisal or an independent appraisal and investigate all discrepancies between that number, public record and the MLS listing before taking title. If seller fails to require buyer to do this, Seller indemnifies Realtor of all liability. Seller agrees to pay commission and any fees associated with the dispute. Berkshire Real Estate is not an expert in, and is not providing advice to seller concerning legal matters, tax, financing, surveying, structural or mechanical condition, hazardous material or engineering. Seller is encouraged to seek expert help from qualified professionals in such areas.

**27. LIMITATION OF LIABILITY:** In no event will Broker, its shareholders, directors, officers, employees, or agents be liable for any damages, losses, or liability, whether based on warranty, contracts, statutes, regulations, tort or any other legal theory. The Broker's liability hereunder is limited to the Service Fee paid by Seller to Broker. If a commission was paid directly or through Broker to a Cooperating Broker, Seller agrees to make all claims for reimbursement of said commission against the Cooperating Broker directly.

**28. SEVERABILITY:** If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

**29. EARLY TERMINATION:** If Seller chooses the Showcase option, Seller may cancel this Contract at any time, by submitting a request in writing with all Sellers' signatures and the payment of a \$499 cancellation fee. This Contract may not be cancelled if the Property is under contract or when an offer has been presented and not concluded. This Contract can also be cancelled by Broker at its discretion if Seller is not in compliance with MLS rules or has committed any other act that may cause liability for Broker. No early termination fee to be charged on Broker cancellations.

If Seller chooses the Full Service option, this Agreement may not be terminated prior to the expiration date except for good cause. Termination shall be at the sole discretion of Broker. Should Seller decide not to sell the Property, Broker at its discretion may remove advertisement and suspend showings upon written request by Seller.

**30. ACKNOWLEDGMENTS:** For the purpose of this Uniform Listing Contract, the affiliated licensee(s) signing below as "Agent" shall constitute the specific Seller's Limited Agent, together with such other licensee(s) affiliated with Broker as may be assigned by Broker in writing. The affiliated licensee(s) named and the Seller's Limited Agents who may be appointed by the Broker are collectively referred to in this Uniform Listing Contract as Seller's Limited Agents. All responsibilities and duties of Broker shall also be the responsibilities and duties of the Seller's Limited Agent. Seller and Broker acknowledge that they have read this Contract, that all information contained in this contract is true and accurate to the best of their knowledge and they have each received a copy of the executed contract. Seller acknowledges Broker has advised Seller as to Broker's policies regarding cooperation with and the amount(s) of compensation that will be offered to subagents, buyer agents, and others. Time is of the essence of this Listing Contract.

**31. ONLY AGREEMENT:** This Contract is the entire agreement between Broker and Seller. All changes must be in writing and signed by both parties. The broker's fee and duration of this Contract have been determined as a result of negotiations between Broker and Seller. Broker has the right to reject any property for submission at Broker's discretion. If Seller has legal questions, Seller is advised to consult an attorney.



\* Commission Calculation Examples:

\$ 50,000 = \$1,500 which would be 3.000% because \$1,500 is the minimum commission

\$250,000 = 250,000 x 1% = \$2,500 which would be 1.000%

\$400,000 = 400,000 x 1% = \$4,000 which would be 1.000%

\$600,000 = (400,000 x 1%) + (200,000 x .5%) = \$5,000 which would be 0.833%

\$900,000 = (400,000 x 1%) + (400,000 x .5%) + (100,000 x 0%) = \$6,000 which would be 0.667%

We recommend paying the buyers agent 3.0% on the Showcase program and 2.4% on the Full Service.

Ownership: \_\_\_\_ single \_\_\_\_ joint \_\_\_\_ trust / company Marital status: \_\_\_\_ single \_\_\_\_ married

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



**418 South 166 Street  
Omaha NE 68118  
402-397-2800  
Mike Salkin  
402-660-MIKE**

\_\_\_\_\_  
(Seller Name Typed/Printed)

**X** \_\_\_\_\_  
(Seller Signature)

\_\_\_\_\_  
(Seller Name Typed/Printed)

**X** \_\_\_\_\_  
(Seller Signature)

\_\_\_\_\_  
(Seller Address)

\_\_\_\_\_  
(Seller Email Address)

\_\_\_\_\_  
(Seller Home Phone) (Office Phone) (Cell Phone)

By: \_\_\_\_\_  
(Sellers Limited Agent Signature) (Seller Home Phone) (Office Phone) (Cell Phone)

## LISTING - CHANGES

Sellers: \_\_\_\_\_

Property Address: \_\_\_\_\_

Listing Agreement Date: \_\_\_\_\_

Please change the listing price to: \_\_\_\_\_

X \_\_\_\_\_  
Seller Date

X \_\_\_\_\_  
Seller Date