

# 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 supplied 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.

Email 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 in black ink and all writing must be legible. Once the documents are completed, they may be scanned in text mode, which is black and white, at 300 - 400 dpi and emailed to Mike@MikeSalkin.com. Do not scan in color or gray scale. If a scanner is not available, they may be faxed to 402-330-4002 on fine resolution with the originals mailed to 418 S 166 St. Omaha NE 68118.

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 on line 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 mail the forms in and we can convert them for you.

Digital photos should be emailed to the same address. The MLS will accommodate up to 34 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, your agent can take them for you for a nominal charge. 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. In addition, you will be functioning as our administrative assistant so understanding your role is important. 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.

# REAL ESTATE CONSULTING/LISTING AGREEMENT

For the State of Iowa

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



This agreement is between Berkshire Real Estate Company ("Broker"), Omaha Nebraska and

seller(s) ("Seller") of the property legally described below.

also known as: Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_.

**1. DUTIES AND RESPONSIBILITIES OF BROKER:** Seller acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. Seller is hereby advised to seek such other professional advice as may be important to Seller. The following minimum service shall be provided to the client.

- Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
- Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
- Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
- Provide prospective buyers access to listed properties.

**2. DUTIES AND RESPONSIBILITIES OF SELLER'S LIMITED AGENT AS A LIMITED DUAL AGENT:** Seller's Limited Agent 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.

**3. 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.

**4. CONSULTING/LISTING PERIOD:** The term of this contract shall begin \_\_\_\_\_ and expire \_\_\_\_\_.  
Expiration date **MUST** be at least 5 months from beginning date.

**5. PRICE AND TERMS:** The listing price for the property shall be \_\_\_\_\_ (\$ \_\_\_\_\_) on the following terms: ☐ Cash, ☐ Conventional, ☐ PMI, ☐ FHA, ☐ VA, or any other price or terms acceptable to the Seller.

**6. COMMISSION:** Seller agrees to pay Broker a cash commission based on the purchase price of (select one):

- \_\_\_\_\_ A.) Seller Assistance Program: \$495 plus, Seller to reimburse Broker for any expenses incurred at the request of Seller.
- \_\_\_\_\_ B.) Seller Assistance + MLS Program: 1% commission rate on the first \$300,000 and 0.5% thereafter, or \$1,000 whichever is higher, and a 2.4% cooperative commission payable to a cooperating broker/agent, if they procure the buyer. If listing agent finds the buyer, only the cooperative commission is due.

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

- 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
- 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 Agreement, 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
- if this agreement is revoked or violated by Seller, or
- 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
- if Broker is unfairly hindered by Seller in the showing of or attempting to sell the Property, within said period.

Seller authorizes Broker to compensate Purchaser's Agents; Agents acting for both Purchaser and Seller (Dual Agents). Payment of cash commission is due at the time of transaction settlement. Seller authorizes Broker or other escrow agent to pay Broker from Seller's proceeds of the sale.

**7. 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.

**8. PRICE TO INCLUDE:** The Price shall include all attached equipment and fixtures, including attached wall to wall carpeting, built-in appliances, light fixtures, light bulbs, ceiling fans, water softeners, shutters, shades, rods, blinds, awnings, storm doors, screens, television antennas, door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, shelving, gates, bushes, trees, shrubs, and plants, except:

**9. SELLER PROPERTY CONDITION DISCLOSURE STATEMENT:** Seller represents to the Broker, solely for the purposes of this Agreement, 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.

**10. 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:

- All items set forth in paragraph 8 above to be included in the sale are and will be in good working order and performing the function for which they were intended on possession;
- There are no structural defects, either latent or apparent;
- There is no evidence of wood infestation on the Property; and
- The lower level or basement level of all structures are free from leakage or seepage of water;
- 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 Agreement 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.

**11. EARNEST DEPOSIT ("Deposit"):** Broker may: (1) accept earnest money deposits; (2) hold earnest money checks until both purchaser and Seller have executed a sales agreement; (3) deposit earnest money in Broker's trust account; (4) hold earnest money until the transaction has been consummated or otherwise terminated unless transferred to an Escrow Agent; (5) require written releases from all parties before releasing trust funds. If the Deposit is forfeited by a purchaser, after Broker's expenses are deducted, Seller shall receive the full remainder to apply to damages which the Seller may suffer as a result of the default by purchaser.

**12. 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 is usually equally divided between purchaser and Seller, unless purchaser is obtaining a VA or FHA loan, then cost of the Escrow Agent shall be paid by Seller. If an escrow agent is not used to perform the closing Seller agrees that Purchaser's broker may perform it.

**13. 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.

**14. EARLY TERMINATION:** 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.

**15. POSSESSION:** Possession to be given as mutually agreed between buyer and Seller

**16. MULTIPLE LISTING SERVICE ("MLS") AUTHORITY:** Seller authorizes Broker to process, advertise and distribute information about the Property through the MLS to its subscribers. If the property is to be listed on the MLS Seller's name and telephone number will be listed to allow cooperating agents to call the Seller directly for showing appointments. Seller authorizes Broker to release all information regarding the completed sale of the Property to the Omaha Area Board of REALTORS®, Inc. and the Southwest Iowa Association of Realtors, 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.")

**17. SIGNS AND ADVERTISING:** If Seller Assistance + MLS Program is selected, 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.

**18. HOME WARRANTY:** (Select one):

\_\_\_\_\_ Home Warranty coverage accepted by Seller. Plans normally run about \$425.

\_\_\_\_\_ Home Warranty rejected. I here by decline the warranty contract which was presented to me.

**19. RELEASE OF LOAN INFORMATION:** Seller authorizes their present lender to provide Broker information regarding the status of loan(s)

# \_\_\_\_\_ Lender: \_\_\_\_\_

**20. KEYS AND LOCK BOX:** If Seller Assistance + MLS Program is selected, 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.

**21. 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.

**22. ENTIRE AGREEMENT:** This Exclusive Listing Agreement constitutes the entire agreement between the parties relating to Broker's representation of Seller, and supersedes any prior listing agreement, whether oral or written. This Agreement shall be binding upon the heirs, assigns, executors, and administrators of the parties and only agreements noted herein, shall be binding upon the parties.

The issue of Agency or who represents the Buyer and Seller, the issue of seller's property disclosure and the issue of lead-based paint are addressed on separate addendum's that must be attached to this document. By signing below, the Seller confirms that written disclosure of representation was provided to them before the signing of the transaction document. We do hereby accept the above listing and agree to the terms thereof this day and date above written.

23. \_\_\_\_\_



418 South 166 Street  
Omaha NE 68118  
Mike Salkin  
O. 402-397-2800  
F. 402-330-4002  
C. 402-660-Mike  
Mike@MikeSalkin.com

TS

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

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

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

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

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

By: \_\_\_\_\_  
(Sellers Limited Agent Signature)

\_\_\_\_\_  
(Seller email)



## AGENCY/POLICY DISCLOSURE AND ACKNOWLEDGEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION

(Should be presented at earliest possible convenience - must be signed by Seller or Buyer prior to making or reviewing an Offer)



When you enter into a discussion with a Brokerage (and their affiliated real estate licensees) regarding a real estate transaction, you should understand how the Brokerage is representing each party in the transaction. More importantly, you should understand how that agency relationship impacts on your relationship with the licensee. The term "Broker" or "Brokerage" shall hereinafter refer to: (Brokerage/firm) Berkshire Real Estate, and Brokerage's affiliated licensees (brokers and salespersons). The term "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. A "Client" is a party to a transaction who has an agency agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.

### A. TYPES OF AGENCY REPRESENTATION AND THE POLICY BROKERAGE MAY ELECT UNDER EACH.

Prior to Buyer or Owner giving confidential information they should understand a variety of representation options exist in real estate transactions. Below is a list of representation options available and the policy Brokerage may elect in regard to each. Brokerage will provide a separate Agreement establishing which agency relationship is offered to Buyer or Owner.

**Brokerage has "checked" the appropriate box(es) for the policy that applies to Brokerage:**

- ☒ **1. SINGLE SELLER AGENCY.** **Single Seller Agency** exists when Brokerage and Owner enter into a real estate "Exclusive Listing Agreement" and the property is sold to a "Customer" or by a different real estate company. Brokerage and Broker's affiliated licensees' policy is to represent the Owner as a "Client" in this case. **In Single Seller Agency, Broker does not also represent the Buyer in the transaction.**
- ☐ **2. SINGLE BUYER AGENCY.** **Single Buyer Agency** exists when Brokerage and Buyer enter into a "Buyer Agency Agreement" and Brokerage or an affiliated licensee assist Buyer in writing an offer to purchase property and the property is listed with a different real estate company or offered by owner. Brokerage and Broker's affiliated licensees' policy is to represent Buyer as a "Client" in this case. In this type of agency representation Broker may receive compensation for the transaction from the listing real estate company pursuant to a cooperation agreement between the two companies. **In Single Buyer Agency, Broker does not also represent the Owner in the transaction.**
- ☐ **3. APPOINTED AGENCY.**
  - a. Appointed Seller Agency** exists when Brokerage appoints an affiliated licensee, the listing agent, to act on Owner's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
  - b. Appointed Buyer Agency** exists when Brokerage appoints an affiliated licensee, the selling agent, to act on Buyer's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
  - c. In the event an Appointed Licensee personally represents both Owner and Buyer in the same transaction, that Appointed Agency is considered to be a Consensual Dual Agency (see 4. below).**
- ☒ **4. CONSENSUAL DUAL AGENCY.**
  - a.** When Brokerage (or an Appointed Seller or Buyer Agent, as defined in 3a. and 3b. above) both lists and sells the property, it is the policy of Brokerage and Brokerage's affiliated salespersons to represent both Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
  - b.** When Brokerage and Buyer enter into a "Buyer Agency Agreement", whether exclusive or non-exclusive, and Brokerage or an affiliated salesperson assist Buyer in writing an offer to purchase property and the property is also listed with Brokerage, it is the policy of Brokerage to represent both the Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
  - c.** Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice. **Buyer and Owner are not required to consent to dual agency.**

       **(Initial if applicable)** If not already in a written Agency Relationship with a brokerage, a person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Owner elect to represent themselves in a transaction, it is the policy of Brokerage to treat that Buyer or Owner as a "Customer" and not as a "Client". "Clients" are responsible for commission which may be owed as to the terms and conditions of previously agreed contracts. If representing themselves, a Self Representation Agency Confirmation and Acknowledgement shall be completed

### B. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.

In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Brokerage and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Provide brokerage services to all parties to the transaction honestly and in good faith.
2. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
3. Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
  - a. Material adverse facts known by the party.
  - b. Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
  - c. Material adverse facts the disclosure of which is prohibited by law.
  - d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
4. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

**Sections "C." through "E.", continued on page 2.**

**C. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.**

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Keep their client(s) confidential information confidential unless they have written permission to reveal.
5. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE: Broker/Licensee (circle applicable) has a financial interest in or an affiliate relationship with the following companies or business entities:**

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**D. DESCRIPTION OF BROKER'S SERVICES.**

Broker may do the following for Sellers and Buyers: (1)Assist Buyer with financing qualification guidelines; (2)Provide helpful information about the property and area; (3)Respond accurately to questions about the property; (4)Disclose all material facts about the property that are known to Broker; (5)Disclose financial qualifications of the Buyer to the Owner; (6)Explain real estate terms and procedures; (7)Explain to Owner and Buyer the benefits of having the property inspected; (8)Explain closing costs and procedures; (9)Help the Owner and Buyer compare financing alternatives; (10)Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (11)Assist with all standard forms, including those that include the necessary protection and disclosures for the Owner and Buyer; and, (12)Work diligently to facilitate the sale and closing. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license. **NOTE: Broker neither offers subagency to, nor accepts subagency from, other brokerage companies.**

**E. GUIDELINES FOR OWNER AND BUYER.**

If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Owner would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

**ACKNOWLEDGEMENT**

The undersigned have read this disclosure and understand the type of representation which may be provided by Broker. The undersigned acknowledge receipt of a copy of this agency disclosure. **This is not a contract; rather it is intended to be only a disclosure notice.**

**If you do not understand this document, seek the advice of the legal counsel of your choice, before signing.**

\_\_\_\_\_  
**Print name of Owner/Seller**

\_\_\_\_\_  
**Print name of prospective Buyer**

\_\_\_\_\_  
**Signature of Owner/Seller**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of prospective Buyer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print name of Owner/Seller**

\_\_\_\_\_  
**Print name of prospective Buyer**

\_\_\_\_\_  
**Signature of Owner/Seller**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of prospective Buyer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**For Seller's or Dual Agent Brokerage**

\_\_\_\_\_  
**For Buyers Brokerage**



Southwest Iowa Association of REALTORS®



## SELLER'S DISCLOSURE OF PROPERTY CONDITION

(To be delivered prior to buyer making offer to buy real estate)

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

Property Owner (print name per title): \_\_\_\_\_

**Purpose of Disclosure:** Completion of Section I of this form is required under Iowa law Chapter 558A of the Iowa Code which mandates Seller discloses condition and information about the property, unless exempt.

### ONLY SIGN IF EXEMPT PROPERTIES

**Exempt Properties:** Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of a decedent's estate, guardianship, conservatorship, or trust; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings.

Seller certifies that the property is exempt from the requirement(s) of 558A because one of the above exemptions apply. **If so sign below and you may stop here.**

_____ Seller Signature	_____ Date	_____ Buyer Signature	_____ Date
_____ Seller Signature	_____ Date	_____ Buyer Signature	_____ Date

**Instructions to the Seller:** (1) Complete this form yourself and fill in all blanks. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, check "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, check UNKNOWN (Unk.) (7) Keep a copy of this statement.

**Seller's Disclosure Statement:** Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections.**

Seller \_\_\_\_\_, \_\_\_\_\_ and Buyer \_\_\_\_\_, \_\_\_\_\_ (initials) acknowledge they have read this page.



**SECTION I****Property Conditions, Improvements and Additional Information: (Section I is Mandatory)**

			Date of Repairs/Description
<b>1. Basement/Foundation:</b> Has there been known water or other problems?	N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>2. Roof:</b> Any known problems? Age? Roof type?	N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>3. Well and Pump:</b> Any known problems? Has the water been tested? If so, results? Type of well _____ Depth _____	N/A <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	Reverse Osmosis?
<b>4. Septic Tanks/Drain Fields:</b> Any known problems? Size & Location of tank? _____ Date tank last cleaned? _____ Date last inspected? _____	N/A <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>5. Public Sewer:</b> Any known problems? Any known repairs?	N/A <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>6. Heating System(s):</b> Any known problems? Approx. Age _____ Any known repairs?	N/A <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>7. Central Cooling System(s):</b> Any known problems? Any known repairs? Approx. Age _____	N/A <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>8. Plumbing System(s):</b> Any known problems? Any known repairs?	N/A <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>9. Electrical System(s):</b> Any known problems? Any known repairs?	N/A <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>10. Pest Infestation:</b> (wood destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.) Any known problems? Previous infestation/structural damage?	N/A <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>11. Asbestos:</b> Is asbestos present in any form in the property?	N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>12. Radon:</b> Any known tests for the presence of radon gas? If yes, test results?  Seller agrees to release any testing results. <b>If not, check box</b>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>  No <input type="checkbox"/>	
<b>13. Lead Based Paint:</b> Known to be present or has the property been tested for the presence of lead based paint? If yes, what were the test results?	N/A <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>14. Zoning:</b> What is the zoning of this property?		Unknown <input type="checkbox"/>	
<b>15. Structural Damage:</b> Any known structural damage?	N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>16. Physical Problems:</b> Any known settling, cracking, flooding, drainage or grading problems?	N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>17. Shared or Co-Owned Features:</b> Any features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads, and driveways whose use or maintenance responsibility may have an effect on the property?	N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>18. Any Known "common areas":</b> such as pools, tennis courts, walkways, or other areas co-owned with others, or a Homeowner's Association which has any authority over the Property?	N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
<b>19. Flood Plain:</b> Is the property located in a flood plain? If Yes, flood plain designation? _____	N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Unknown <input type="checkbox"/>	
<b>20. Covenants:</b> Is the property subject to restrictive covenants? If yes attach a copy OR state where a true copy of the covenants can be obtained:	N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	

Additional descriptions: \_\_\_\_\_

Seller \_\_\_\_\_, \_\_\_\_\_ and Buyer \_\_\_\_\_, \_\_\_\_\_ (initials) acknowledge they have read this page.

**SECTION II (Note: Section II is for the convenience of the buyer/seller and is not mandatory)****ALL APPLIANCES & SYSTEMS INCLUDED IN THE TRANSACTION ARE IN WORKING ORDER EXCEPT AS NOTED.**

Notice: Items marked "included" are intended to remain with the property after sale. However, included items may be negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement.

ITEM	Non-applicable	Included	GOOD WORKING ORDER			COMMENTS
Alarm System	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	Rented <input type="checkbox"/> Owned <input type="checkbox"/>
Attic Fan	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Basketball Hoop	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Boat Dock/Hoist	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Ceiling Fan	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	# of Fans:
Central Vacuum	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	Attachments:
City Water System	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Dishwasher	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Disposal	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Dryer	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Fire Alarm System	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Fireplace/Chimney	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Freezer	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Furnace Humidifier	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Garage Door Opener & Remotes	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	# of remote controls:
Gas Grill	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
High Speed Internet Dish	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	Receivers:
Hood/Fan	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Hot Tub	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Intercom	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Lawn Sprinkler System	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Microwave	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Pool Heater, Wall liner & equip.	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Propane Tank size_____	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	Propane Tank Rented <input type="checkbox"/> Owned <input type="checkbox"/> Propane included <input type="checkbox"/> or prorated <input type="checkbox"/> \$_____/per gal.
Radon Mitigation System	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Range/Oven	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Refrigerator	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Regional Water	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Sauna	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Security Alarm System	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Smoke Alarm	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	# of smoke alarms _____
Solar Heating System	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Sound System (Built in)	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Sump Pump	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Swing Set/Playground	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Trash Compactor	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
TV Satellite Dish	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	Receivers:
Underground "Pet Fence"	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	# of collars: # of remotes:
Washer	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Water Filtration System	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Water Heater	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	Electric <input type="checkbox"/> Gas <input type="checkbox"/> Size (gallon)
Water Softener/Conditioner	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	Rented <input type="checkbox"/> Owned <input type="checkbox"/>
Window A/C	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Windows	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	
Wood Burning System	N/A <input type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unk <input type="checkbox"/>	

**ALL HOUSEHOLD APPLIANCES ARE NOT UNDER WARRANTY BEYOND DATE OF CLOSING.** Warranties may be available for purchase from independent warranty companies.

**Exceptions/Explanations for "NO" responses above:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Seller** \_\_\_\_\_, \_\_\_\_\_ **and Buyer** \_\_\_\_\_, \_\_\_\_\_ **(initials) acknowledge they have read this page.**



**SECTION III Additional Non-Mandatory Requested Items:**

		If yes, please explain
1. Any Structural modification, alterations, or additional repairs?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
2. Has there been a property/casualty loss, insurance claim over \$3,000 or major damage to the property from fire, wind, hail, flood(s) or landslides? If yes, has the damage been repaired/replaced?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
3. Are there any known current, preliminary, proposed or future assessments by any governing body or homeowner's association of which you have knowledge?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
4. Does property contain mold?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
5. Energy Efficiency Testing: Has the property been tested for energy efficiency? If yes, what were the test results?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
6. Neighborhood or stigmatizing conditions or problems affecting this property?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
7. Are there any known burial sites on this property?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
8. Is abstract available?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
9. Attach copy of survey (if available)	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
10. Attic Insulation: Type:	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	Amount:
11. Environmental: Are you aware of any area environmental concerns?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
12. Is the property in a Real Estate Improvement District (REIDs)? If yes, are the REIDs assessments paid?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	Balance \$
13. Any known encroachments (ie. outbuildings, fences, laterals & etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	
14. Are you related to the listing agent?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/>	

**For additional explanations please indicate here with item number or attach additional sheets if necessary:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Seller has owned the property since** \_\_\_\_\_ **(date).** Seller has indicated above the history and condition of all the items based solely on the information known to the Seller or reasonably available to the Seller. If any changes occur in the structural, mechanical, appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes in writing to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's salespersons. **Seller will be provided a copy of this signed disclosure.**

**Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Seller(s) Fact Sheet" prepared by the Iowa Department of Public Health.**

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

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

\_\_\_\_\_  
Date

**Buyer hereby acknowledges receipt of a copy of this disclosure. This statement is not intended to be a warranty or to substitute for any inspection the buyer may wish to obtain.**

**Buyer acknowledge receipt of the "Iowa Radon Home-Buyers and Seller(s) Fact Sheet" prepared by the Iowa Department of Public Health.**

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT:  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

**Address:** \_\_\_\_\_

**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 (initial)**

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

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

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and Reports available to the Seller (check one below):

☐ 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).  
\_\_\_\_\_  
\_\_\_\_\_

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**PURCHASER'S ACKNOWLEDGEMENT (initial)**

\_\_\_\_\_ (c) ☐ Purchaser has received copies of all information listed above.

or, ☐ No Records or Reports were available (see (b) above).

\_\_\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home, Lead Poisoning: How to Protect Iowa Families*, or a similarly approved booklet.

\_\_\_\_\_ (e) Purchaser has (check one below):

☐ 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

☐ 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 ACKNOWLEDGEMENT (initial)**

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

**CERTIFICATE OF ACCURACY**

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

_____ Seller	_____ Date	_____ Purchaser	_____ Date
_____ Seller	_____ Date	_____ Purchaser	_____ Date
_____ Seller's Agent	_____ Date	_____ Purchaser's Agent	_____ Date

# GREAT PLAINS REALTORS® MLS - PROPERTY TYPE – RESIDENTIAL

**Please complete this form accurately and completely.**

**Property Address:** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Agent Name:** Mike Salkin \_\_\_\_\_

**\*Asterisk Denotes Required Field**

<b>*PROPERTY SUBTYPE</b> <input type="checkbox"/> Detached Housing <input type="checkbox"/> Attached Housing	Much of the information needed can be obtained from the County Assessor's & Treasurer's websites. A link is available on our website.		<b>*County</b> <input type="checkbox"/> Burt <input type="checkbox"/> Douglas <input type="checkbox"/> Pottawattamie <input type="checkbox"/> Cass <input type="checkbox"/> Harrison <input type="checkbox"/> Sarpy <input type="checkbox"/> Dodge <input type="checkbox"/> Mills <input type="checkbox"/> Saunders <input type="checkbox"/> Fremont <input type="checkbox"/> Other NE <input type="checkbox"/> Washington
<b>*CONDO/TOWNHOUSE/VILLA</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Address</b> <b>*Street#</b> _____ <b>Direction</b> _____ <b>*Parcel Number</b> _____ <b>*Street Name</b> _____ (PIN) <b>Unit#</b> _____ <b>*City</b> _____ <b>*ST</b> _____ <b>*Zip Code</b> _____ - _____		
<b>*Area</b> _____ <b>*Sub-Area</b> _____ (3-Digit Area plus 1-Digit Sub Area Suffix) <b>*Subdivision</b> _____	<b>*Listing Price</b> _____  <b>*Listing Date:</b> _____ Date listed should be the date submitted.	<b>*Block Number</b> _____ <b>*Block Direction</b> _____ (N, S, N/A)	
<b>*SID</b> _____	<b>*Expiration Date</b> _____ Must be at least 5 months from Listing Date.		
<b>*Occupant Type</b> <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant			
<b>* Occupant Name</b> _____ <b>* Phone Number to Call For Showings</b> _____			
<b>*Assessments</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Assessment Fee:</b> _____ <b>Assessments Paid</b> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually			
<b>*Directions to Property</b> _____ (250 Characters Maximum) (Start at a main street and provide compass directions to your house.)			
<b>*Legal Description</b> _____ (100 Characters Maximum)			
<b>*Lot Dimensions</b> _____ (Actual, not "Irregular")			
<b>*Bedrooms</b> _____  <b>*Bathrooms</b> _____  <b>*# of Rooms</b> _____  <b>*# of Fireplaces</b> _____  <b>*Garage Spaces</b> _____	<b>*3rd Floor SqFt</b> _____  <b>*2nd Floor SqFt</b> _____  <b>*Main Floor SqFt</b> _____  <b>*Finished Below Grade</b> _____ Finished Area Below Grade (see note)  <b>*Total Finished SqFt</b> _____ (System Calculated) Note: The below grade finished square Footage is the sum of finished areas that Are wholly or partly below grade.	<b>*Tax Amount:</b> _____ <b>Taxes:</b> <input type="checkbox"/> Partial <input type="checkbox"/> Full  <b>*Tax Year:</b> _____ <b>*Year Built:</b> _____  <b>*New Construction</b> <input type="checkbox"/> Under Construction <input type="checkbox"/> Completed (Never Occupied) <input type="checkbox"/> NOT New Construction and NOT a Model Home  <b>Estimated Completion Date:</b> _____	<b>*Lot Size Range</b> <input type="checkbox"/> Under 1/4 Acre <input type="checkbox"/> Over 1/4 up to 1/2 Acre <input type="checkbox"/> Over 1/2 up to 1 Acre <input type="checkbox"/> Over 1 up to 5 Acres <input type="checkbox"/> Over 5 up to 10 Acres <input type="checkbox"/> Over 10 up to 20 Acres <input type="checkbox"/> Over 20 up to 40 Acres <input type="checkbox"/> More than 40 Acres <input type="checkbox"/> Not Applicable
<b>*Schools</b>  <b>*Grade School:</b> _____  <b>*Jr. High School:</b> _____  <b>*High School:</b> _____		<b>*School District</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Arlington  <input type="checkbox"/> Bellevue  <input type="checkbox"/> Bennington  <input type="checkbox"/> Blair  <input type="checkbox"/> Conestoga/Murray  <input type="checkbox"/> Council Bluffs  <input type="checkbox"/> Douglas County West  <input type="checkbox"/> Elkhorn  <input type="checkbox"/> Elmwood/Murdock  <input type="checkbox"/> Fremont           </div> <div style="width: 33%;"> <input type="checkbox"/> Ft Calhoun  <input type="checkbox"/> Glenwood  <input type="checkbox"/> Gretna  <input type="checkbox"/> Lewis Central Com.  <input type="checkbox"/> Louisville  <input type="checkbox"/> Millard  <input type="checkbox"/> Omaha  <input type="checkbox"/> Papillion-La Vista  <input type="checkbox"/> Plattsmouth           </div> <div style="width: 33%;"> <input type="checkbox"/> Ralston  <input type="checkbox"/> South Sarpy Dist #46  <input type="checkbox"/> Tekamah/Herman  <input type="checkbox"/> Weeping Water  <input type="checkbox"/> Westside  <input type="checkbox"/> Yutan  <input type="checkbox"/> Other           </div> </div>	
<b>*Style</b> (Check only one choice in this section) <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Ranch  <input type="checkbox"/> Raised Ranch  <input type="checkbox"/> Split Entry  <input type="checkbox"/> Bungalow           </div> <div style="width: 33%;"> <input type="checkbox"/> Tri-Level  <input type="checkbox"/> Multi-Level  <input type="checkbox"/> 1.5 Story  <input type="checkbox"/> 2 Story           </div> <div style="width: 33%;"> <input type="checkbox"/> 2.5 Story  <input type="checkbox"/> Mobile Home  <input type="checkbox"/> Condo/Apartment Unit  <input type="checkbox"/> Other           </div> </div>		<b>*Agreement Type</b> <input type="checkbox"/> Exclusive Right to Sell <input type="checkbox"/> ERTS w/Reserved Prospect <input checked="" type="checkbox"/> ERTS w/Var. Rate Compensation <input type="checkbox"/> Exclusive Agency	
<b>*Commission Compensation Code</b> 0.24 _____		<b>Current Rent Price</b> _____ <b>Lease Expire Date</b> _____	

<b>*Non Standard Form</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>*Existing Mortgage Type</b> <div> <input type="checkbox"/> Private Financing           <input type="checkbox"/> Conventional 5%           <input type="checkbox"/> Wrap         </div> <div> <input type="checkbox"/> FHA           <input type="checkbox"/> Conventional 10%           <input type="checkbox"/> Blend         </div> <div> <input type="checkbox"/> FHA Adjustable           <input type="checkbox"/> Conventional 20%           <input type="checkbox"/> Loan Assumption –RRQ         </div> <div> <input type="checkbox"/> FHA (NIFA)           <input type="checkbox"/> Conventional Adjustable           <input type="checkbox"/> Loan Assumption – No RRQ         </div> <div> <input type="checkbox"/> FHA Buydown           <input type="checkbox"/> Conventional (NIFA)           <input type="checkbox"/> Not Disclosed         </div> <div> <input type="checkbox"/> VA           <input type="checkbox"/> FmHA           <input type="checkbox"/> Other         </div> <div> <input type="checkbox"/> VA Adjustable           <input type="checkbox"/> FmHA (NIFA)           <input type="checkbox"/> None         </div> <div> <input type="checkbox"/> VA (NIFA)           <input type="checkbox"/> Seller Assistance         </div>			<b>1st Mortgage Payment</b> <hr/> <b>1st Mortgage % Rate</b> <hr/> <b>1st Mortgage Balance</b> <hr/> <b>1st Mortgage Holder</b> <hr/> Complete if mortgage is assumable.																																																																																															
<b>* REO (Bank, etc, Owned)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																			
<b>*Room Dimensions &amp; Descriptions</b>																																																																																																			
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Property Address:\_\_\_\_\_

CityStateZip Code

\* FEATURES (CHECK ALL THAT APPLY IN THIS SECTION)

OTHER ROOM NAMES (OR1, OR2, OR3)

LIB	Library	LOF	Loft
DEN	Den	FOY	Foyer / Entry
GRM	Game Room	SUN	Sunroom
PLY	Play Room	WRK	Workshop
MED	Media Room	BED	Bedroom
OFC	Office	BTH	Bathroom
LAW	In-law Apt.	SIT	Sitting Room
APT	Accessory Apt.	EXC	Exercise Room
KIT	Kitchen	OTH	Other
GRT	Great Room	DNT	Dinette
PTY	Pantry	MDR	Mudroom
HRT	Hearth Room	MBT	Master Bath

\*N. Appliances Included

- ☐ 1. Range
- ☐ 2. Oven
- ☐ 3. Refrigerator
- ☐ 4. Freezer
- ☐ 5. Dishwasher
- ☐ 6. Disposal
- ☐ 7. Compactor
- ☐ 8. Microwave
- ☐ 9. Indoor Grill
- ☐ 10. Icemaker
- ☐ 11. Water Softener
- ☐ 12. Washer
- ☐ 13. Dryer
- ☐ 14. Other
- ☐ 15. None

\*O. Cooling

- ☐ 1. Central Air
- ☐ 2. Window Ac
- ☐ 3. Heat Pump
- ☐ 4. Zoned
- ☐ 5. Other
- ☐ 6. None

\*P. Exterior Features

- ☐ 1. Porch
- ☐ 2. Patio
- ☐ 3. Enclosed Porch
- ☐ 4. Enclosed Patio
- ☐ 5. Covered Patio/Deck
- ☐ 6. Deck/Balcony
- ☐ 7. Storm Cellar
- ☐ 8. Hot Tub/Spa
- ☐ 9. Pool In-ground
- ☐ 10. Pool Above Ground
- ☐ 11. Dog Run
- ☐ 12. Horse Permitted
- ☐ 13. Storage Shed
- ☐ 14. Out Building
- ☐ 15. Sprinkler System
- ☐ 16. Greenhouse
- ☐ 17. Decorative Lighting
- ☐ 18. Tennis Court
- ☐ 19. Satellite Dish
- ☐ 20. Handicapped Modified
- ☐ 21. Other
- ☐ 22. None

\*Q. Exterior

- ☐ 1. All Brick
- ☐ 2. Stone
- ☐ 3. Aluminum Siding
- ☐ 4. Steel Siding
- ☐ 5. Vinyl Siding
- ☐ 6. Hardboard
- ☐ 7. Wood
- ☐ 8. Wood Shingle
- ☐ 9. Stucco
- ☐ 10. Asphalt
- ☐ 11. Brick / Other
- ☐ 12. Log
- ☐ 13. Shingle
- ☐ 14. Cement Board
- ☐ 15. Other

\*R. Fence

- ☐ 1. Chain Link
- ☐ 2. Wood
- ☐ 3. Full
- ☐ 4. Partial
- ☐ 5. Privacy
- ☐ 6. Iron
- ☐ 7. Other
- ☐ 8. None

Additional Information:

\*S. Garage Type

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

\*T. Heating Fuel

- ☐ 1. Gas
- ☐ 2. Electric
- ☐ 3. Oil
- ☐ 4. Propane
- ☐ 5. Solar
- ☐ 6. Water Source
- ☐ 7. Wood
- ☐ 8. Other
- ☐ 9. None

\*U. Heating Type

- ☐ 1. Forced Air
- ☐ 2. Heat Pump
- ☐ 3. Gravity
- ☐ 4. Baseboard
- ☐ 5. Radiant
- ☐ 6. Wall
- ☐ 7. Wood Assist
- ☐ 8. Hot Water
- ☐ 9. Steam
- ☐ 10. Zoned
- ☐ 11. Other
- ☐ 12. None

\*V. Interior Features

- ☐ 1. Central Vacuum
- ☐ 2. Security System
- ☐ 3. Cable Available
- ☐ 4. Wetbar
- ☐ 5. Intercom
- ☐ 6. Walk-Up Attic
- ☐ 7. Attic Exhaust Fan
- ☐ 8. Whole House Exh Fan
- ☐ 9. 9' + Ceiling
- ☐ 10. Fire Sprinklers
- ☐ 11. Power Humidifier
- ☐ 12. Elect. Air Filters
- ☐ 13. Handicapped Modified
- ☐ 14. Exercise Room
- ☐ 15. Two Story Entry
- ☐ 16. LL Daylight Windows
- ☐ 17. Other
- ☐ 18. None

\*W. Assessment Includes

- ☐ 1. Not Applicable
- ☐ 2. Ext Maintenance
- ☐ 3. Lawn Care
- ☐ 4. Security
- ☐ 5. Pool Access
- ☐ 6. Club House
- ☐ 7. Snow Removal
- ☐ 8. Lake
- ☐ 9. Insurance
- ☐ 10. Tennis
- ☐ 11. Common Area Maint.
- ☐ 12. Heat
- ☐ 13. Air Conditioning
- ☐ 14. Water
- ☐ 15. Other

\*X. Lot Description

- ☐ 1. In City
- ☐ 2. Corner Lot
- ☐ 3. Riverfront
- ☐ 4. Lakefront
- ☐ 5. Cul-De-Sac
- ☐ 6. Golf Course Frontage
- ☐ 7. In Subdivision
- ☐ 8. Public Sidewalk
- ☐ 9. Alley
- ☐ 10. Curb & Gutter
- ☐ 11. Curb Cut
- ☐ 12. Level
- ☐ 13. Rolling
- ☐ 14. Sloping
- ☐ 15. Pond / Stream on Prop
- ☐ 16. Wooded
- ☐ 17. Other
- ☐ 18. Paved Road

\*Y. Master Bath Type

- ☐ 1. Full
- ☐ 2. 3/4
- ☐ 3. 1/2
- ☐ 4. Shower
- ☐ 5. Whirlpool
- ☐ 6. Double Sinks
- ☐ 7. Bidet
- ☐ 8. None

\*Z. Ownership Type

- ☐ 1. Fee Simple
- ☐ 2. Condominium
- ☐ 3. Leasehold
- ☐ 4. Cooperative
- ☐ 5. Other

\*ZA. Roof Type

- ☐ 1. Composition
- ☐ 2. Wood Shingle
- ☐ 3. Flat
- ☐ 4. Tile
- ☐ 5. Slate
- ☐ 6. Metal
- ☐ 7. Membrane
- ☐ 8. Insulated
- ☐ 9. Built-Up
- ☐ 10. Other

\*ZB. Sewer & Water

- ☐ 1. Public Water
- ☐ 2. Private Water
- ☐ 3. Rural Water
- ☐ 4. Well
- ☐ 5. Public Sewer
- ☐ 6. Private Sewer
- ☐ 7. Septic
- ☐ 8. Other
- ☐ 9. None

\*ZC. Financing Terms Accepted

- ☐ 1. Private Financing
- ☐ 2. VA Administration
- ☐ 3. Fed Housing Admin
- ☐ 4. Wrap Around
- ☐ 5. Conventional
- ☐ 6. Conventional 10%
- ☐ 7. Conventional 5%
- ☐ 8. Blend
- ☐ 9. VA Bond
- ☐ 10. FHA Bond
- ☐ 11. Conventional Bond
- ☐ 12. Loan Assump. RRQ
- ☐ 13. Loan Assump. No RRQ
- ☐ 14. Cash
- ☐ 15. FmHA
- ☐ 16. FmHA Bond
- ☐ 17. Seller Assistance
- ☐ 18. Other

ZD. Showing Instructions

- ☐ 1. Electronic Lock Box
- ☐ 2. Call Listing Office
- ☒ 3. Call Owner
- ☐ 4. Call Listing Agent
- ☐ 5. Call Tenant
- ☐ 6. Key in Office
- ☐ 7. Show Any Time
- ☐ 8. Accompany Show
- ☒ 9. Appointment Required
- ☒ 10. Combo Lock Box
- ☐ 11. Call Showing Service

ZE. Payment Includes

- ☐ 1. Tax Included
- ☐ 2. Insurance Included
- ☐ 3. MIP / PMI Included
- ☐ 4. None

ZF. Certified Green

- ☐ 1. NAHB Certified Green
- ☐ 2. LEED Certified Green
- ☐ 3. Nebr. Certified Green
- ☐ 4. Energy Star: 5-Star Plus