

**Buyer Client Documents: Co-Ops and Condos**

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## New York State Disclosure Form for Buyer and Seller

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### **THIS IS NOT A CONTRACT**

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

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

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

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### **Disclosure Regarding Real Estate Agency Relationships**

#### **Seller's Agent**

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

#### **Buyer's Agent**

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

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

#### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

#### **Dual Agent**

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

#### **Dual Agent with Designated Sales Agents**

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

# New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by \_\_\_\_\_ of \_\_\_\_\_  
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

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

Seller as a (check relationship below)

Buyer as a (check relationship below)

Seller's Agent

Buyer's Agent

Broker's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

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

Advance Informed Consent Dual Agency

Advance Informed Consent to Dual Agency with Designated Sales Agents

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

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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



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## **New York State Housing and Anti-Discrimination Disclosure Form**

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

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

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

### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

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

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

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

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

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



# Division of Licensing Services

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

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

## New York State Housing and Anti-Discrimination Disclosure Form

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

This form was provided to me by \_\_\_\_\_ (print name of Real Estate Salesperson/  
Broker) of \_\_\_\_\_ (print name of Real Estate company, firm or brokerage)

(I)(We) \_\_\_\_\_

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

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

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

## EXCLUSIVE RIGHT TO REPRESENT AGREEMENT

Buyer \_\_\_\_\_ [hereinafter called "Client"], residing at \_\_\_\_\_ hereby retains \_\_\_\_\_ [hereinafter called "Broker"] represented by \_\_\_\_\_ ["Salesperson/Associate Broker"] to assist Client in locating and/or negotiating for the purchase, lease, exchange, option, and/or acquisition of property, a general description of which is provided below. The terms and conditions of this Agreement are as follows:

### 1. AGREEMENT PERIOD

This Agreement begins on \_\_\_\_\_, 20\_\_\_\_\_, and ends at midnight on \_\_\_\_\_, 20\_\_\_\_\_ or upon the closing of a property purchased in accordance with this Agreement.

### 2. BROKER'S OBLIGATIONS

Broker agrees to:

[a] Use reasonable efforts in locating a property on price and terms reasonably acceptable to Client and provide any and all information actually known by the Broker relating to the property to the Client;

[b] Use professional knowledge and skills to determine property fair market value based upon similarly-situated properties that are active or have been sold/pending/rented and negotiate for Client's purchase of the property;

[c] Assist Client throughout the transaction and act in Client's best interests at all times;

[d] Present purchase offers to the seller or to seller's agent if a written authorization granting exclusive authority exists or present lease offers to landlord or landlord's agent if a written authorization granting exclusive authority exists.

Client understands the range of value given by the Broker is not based on exact scientific principles and is only the opinion of the Broker based upon research, knowledge of market conditions and Broker shall only be liable to the Client for damages if the opinion was arrived at as a result of the Broker's gross negligence or bad faith.

### 3. CLIENT'S OBLIGATIONS

During the term of this Agreement, Client agrees:

[a] To provide to Broker upon request:

[i] the general nature, location, requirements and preferred terms and conditions, which Client is seeking in connection with the acquisition of desired property; and

[ii] relevant personal and financial information to assure Client's ability to obtain financing, and Client will notify Broker promptly of any changes to such information that occurs during the term of this Agreement;

[iii] Client agrees to work exclusively with Broker and not with other real estate brokers, Salespersons/Associate Broker, or owner/landlord/seller, with respect to viewing properties and agrees to refer to Broker all inquiries in any form from any other real estate broker, Salesperson/Associate Broker, prospective owner/landlord/seller or any other source; and

[iv] conduct in good faith all negotiations for property, exclusively through Broker.

[b] To compensate Broker if Client or any other person acting on Client's behalf buys, exchanges for, obtains an option on, or leases real property. The compensation shall be \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price of the property or \_\_\_\_\_ % of the aggregate rental of the lease and all options as exercised or \$ \_\_\_\_\_, which sum shall be deemed earned at the time the Client enters into a contract of sale for purchase or a written or oral lease agreement for any rental of any property during the time of this Agreement. The commission shall be collected at the time the sale closes or the rental commences unless the Client willfully defaults, in which case the commission is due immediately upon such default. Should a Client who leases a property found by Broker later purchases said property, Client agrees to pay an additional commission to Broker of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price at the time of closing.

[c] If the property is listed with a real estate company or licensee, Broker will accept a fee equal to the fee being offered to cooperating agents, but in no event less than the amount set forth above. If such fee, or any portion thereof, is paid by the seller/lessor or the seller's/lessor's agent as a convenience of the transaction, in consideration of Client being credited by Broker for the amount so paid, Client agrees to permit Broker to accept compensation from more than one party. Client expressly acknowledges that Client shall remain liable to Broker for any remainder due to the Broker under the terms of this Agreement.

[d] Client acknowledges that if within \_\_\_\_\_ months of the termination of this Agreement, with or without the services of a licensed agent, Client buys, exchanges for, obtains an option on, or leases real property shown to Client by Broker during the term of this Agreement, compensation as set forth in this Agreement shall be applicable and Client shall pay such fee to Broker, provided however, that if during such protection period a valid exclusive buyer agency agreement is entered into with another real estate broker, any payments made thereunder for said transaction may be credited against the sums otherwise due and owing pursuant to this Agreement.

### 4. ADVICE ON TECHNICAL MATTERS

Broker shall only have such duties which are set forth in this Agreement. If the Client wishes the Broker to perform any other services, the Client shall enter into a separate Agreement for said additional services and the Client shall have no right against the Broker to demand any such additional services absent a signed writing enumerating the additional services to which the Client states the Broker has agreed. The Broker will not counsel Client on legal matters, home inspections, public health, surveying, tax, financial or other technical matters which are outside of the scope of the Broker's expertise. Broker has recommended to Client that Client seek the advice and counsel of qualified experts in connection with the physical condition of the property, its state of repair, water, termite, radon, lead and similar tests and as to legal matters with respect to the property. Client hereby acknowledges that it is Client's sole responsibility for obtaining such services and for retaining any experts which Client chooses to obtain.

### 5. FAIR HOUSING

Broker is committed to compliance with all laws as well as the philosophy of fair housing for all people. Broker will present properties to Client in full compliance with local, State and Federal Fair Housing laws against discrimination involving any and all classes protected by said laws.

### 6. OTHER POTENTIAL BUYERS

The Client is put on notice that, in dealing with the Broker, the Client may be dealing with one particular agent of said Broker. The Client understands the Broker may have other agents in addition to the agent with whom the Client is dealing. The Client is hereby made aware and agrees that the Broker, either through an agent other than the agent with whom the Client is working or through the agent with whom the client is working, has the right to present offers to the owner of a property made by other buyers or tenants in competition with the offer or offers being made by the Client. The Client consents to Broker's representation of such other potential buyers or tenants before, during, and after the expiration of this Agreement. Client understands and agrees in such a case that there is no obligation created by this Agreement which requires such agent to reveal to the Client the amount, terms, or conditions of any competing offer. No obligation is created in this Agreement for the agent who is working with the Client for the agent to ascertain whether or not other agents working with other buyers or tenants are negotiating on a property





**FLOOD INSURANCE DISCLOSURE FORM**

Your mortgage lender (may) (will) require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert - Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase.

In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property.

Read and understood,

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

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





**AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE**

This disclosure is for the property commonly known as: \_\_\_\_\_

When any purchase and sale contract is presented for the sale, purchase or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets Law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

*It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of the property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-aa of the Agriculture and Markets Law.*

This disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of this disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred fifty-three (353) of the real property law.

I have received and read this disclosure notice.

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

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

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

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





**SALES - DISCLOSURE FOR PRE-1978 HOUSING SALES  
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**



Seller's Name: \_\_\_\_\_ Property Address: \_\_\_\_\_  
City/State/Zip/Phone: \_\_\_\_\_

**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 Acknowledgment (initial)**

- \_\_\_\_\_ (c) Purchaser has received copies of all information listed above.
- \_\_\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- \_\_\_\_\_ (e) Purchaser has (check 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 Acknowledgment (initial)**

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

**Certification of Accuracy**

*The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.*

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_ Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_  
Agent: \_\_\_\_\_ Date: \_\_\_\_\_ Agent: \_\_\_\_\_ Date: \_\_\_\_\_



**AFFILIATE SERVICES DISCLOSURE / KELLER WILLIAMS NOTICES / and ELECTIONS**  
**FOR BUYERS, SELLERS, LANDLORDS, and TENANTS (CONSUMERS)**

**Disclosure of Ownership and Financial Interest**

This is to give notice that some owners and agents of the following real estate companies have common ownership and financial interests:

Keller Williams NYC - New York, NY

Keller Williams Realty Greater Nassau - Garden City, NY

Keller Williams Points North - Woodbury, NY

Keller Williams Realty Legendary - Franklin Square, NY

Keller Williams Realty Liberty - Ozone Park, NY

Keller Williams Realty Empire - Brooklyn, NY

Keller Williams Realty Gold Coast - Manhasset, NY

Keller Williams Realty Elite - Massapequa, NY

**Disclosure of Business Relationship:**

Further, this is to give notice that some owners and agents of the above-named real estate companies have a business relationship which may have financial or other benefits with certain providers of services related to your sale, purchase, or leasing of real estate. Consumers are **not required** to utilize any of these service providers. The names of the service providers and nature of the relationship are set forth below:

- 1) **1st Equity** - (Title and Closing Service) - 1st Equity National Title and Closing Services was established under the laws of New York and commenced business in 2003. Located in Melville, NY with offices in NJ and PA, they are a national title agency, licensed to do business across the country. Some owners and agents of the above referenced real estate companies and 1st Equity National Title and Closing Services have common ownership and financial interest.
- 2) **Prosper Abstract** - (Title and Closing Service) - Prosper Abstract is a premiere title and closing agency located in Garden City, New York. Some owners and agents of the above referenced real estate companies and Prosper Abstract have common ownership and financial interest.
- 3) **Cliffco Mortgage Bankers** - Cliffco Mortgage Bankers is a fully delegated mortgage banking institution located in Uniondale, New York. Cliffco is fully licensed in New York, New Jersey, Pennsylvania, Connecticut, Florida, and Texas. Some owners and agents of the above referenced real estate companies and Cliffco Mortgage Bankers have common ownership and financial interest.

Consumers (Buyers, Sellers, Landlords, and Tenants) are **NOT** required to use the above-referenced service providers as a condition of settlement of the loan on a subject property, or the purchase, sale, or lease of a subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATES FOR THESE SERVICES** (The above-named real estate companies believe the named service providers' charges would be competitive with charges of other providers of the same services).

Furthermore, any referral or recommendation by agents of the above-named real estate companies for contractors or service providers are as a convenience and suggestion to consumers. The above-named real estate companies, agents, and staff assume no liability for the performance, quality, or warranty for any work performed or service provided. The above-named real estate companies, agents, and staff assume no liability for any improper service, or workmanship, or their lack of insurance coverage for a referred or suggested contractor or service provider. Consumer information such as contact numbers, email addresses, and/or property addresses may be shared with named service providers.

**The above-named real estate companies may request Cashier's Checks or ACH (Automated Clearing House) payment only on all escrows/deposits/rents after a fully executed Contract/Agreement of Sale or Lease.**

Notice to parties to an Agreement of Sale: There may be instances, possibly in multiple offer situations where buyers and sellers may consider having contingencies waived such as appraisal, mortgage, inspections, and verifications which are considered to be for the protection and benefit of the parties to an Agreement of Sale. Buyers and sellers may feel that waiving contingencies may appeal to sellers with the anticipation the seller will accept the buyer's agreement over other offers with contingencies.

This notice is to inform parties to Agreements of Sale that the above-named real estate companies considers this practice **ill-advised and will NOT recommend, encourage, or compel parties to Agreements of Sale to waive any contingencies which may be applicable to the property being sold or the parties involved.** Furthermore, the parties to an Agreement of Sale understand that the decision to waive any contingency is at the sole discretion of the parties and has not been initiated, recommended, influenced, or encouraged in any way by the above-named real estate companies their sales associates, brokers, staff, and/or employees.

**Sellers/Landlords and Buyers/Tenants hereby acknowledge their receipt and understanding of this disclosure.**

_____	_____	_____	_____	_____	_____
Consumer Signature	Date	Consumer Signature	Date	Consumer Signature	Date
		_____	_____		
		Agent Signature	Date		

**Election(s) for Consumer(s)**

Consumer(s) request a representative from one of the above-referenced Mortgage Service Providers contact them for a No Charge, No Obligation rate quote and pre-approval.

Yes  No

Initials: \_\_\_\_\_

**\*\*An important note regarding electronic funds transfers: DO NOT ACCEPT NEW, REVISED, OR ALTERED WIRE INSTRUCTIONS WITHOUT VOICE CALL VERIFICATION TO A KNOWN TELEPHONE NUMBER. Alerts of fraudulent email messages containing fraudulent wire instructions have occurred.**



**CONSUMER WIRE FRAUD ADVISORY**

While conducting business and communicating electronically has become a matter of convenience, and in most cases a reality in nearly all aspects of our lives, it has also provided hackers/criminals new opportunities for their criminal activity. In the course of your real estate transaction, you may receive fraudulent/deceptive wiring instructions via email, fax, text, and/or social media. These communications are becoming regular and likely, while having the appearance of being authentic, are actually counterfeit requests for information directing consumers to input private banking information on a fake website or email. Please note that Keller Williams will not send instructions to wire funds beyond advising you to contact your Title Manager / Closing Attorney.

**WARNING:** When wiring funds, never rely exclusively on any electronic means of communication. Call the Title Agent / Closing Attorney at a number that you obtained on your own (i.e., sales contract, their website, etc.). Do not use a phone number that is obtained from any electronic communication. \*INITIALS: \_\_\_\_\_

**BUYERS:** Keller Williams recommends that if you receive wiring instructions, supposedly from a settlement/title company, lender, attorney, or any other entity, verify the authenticity of the instructions prior to initiating any transfer of funds.

- Contact your Title Manager / Closing Attorney at the phone number you received at the beginning of your transaction. NEVER WIRE FUNDS PRIOR TO CALLING YOUR TITLE MANAGER / CLOSING ATTORNEY TO CONFIRM.
- Do not use any phone numbers provided to you in emailed wire transfer instructions. ONLY USE A KNOWN AND CONFIRMED PHONE NUMBER FOR YOUR TITLE MANAGER / CLOSING ATTORNEY.
- Orally confirm, with your Title Manager / Closing Attorney, that the wire transfer instruction is legitimate and confirm the bank routing number, account numbers, and other codes before transferring the funds.
- Avoid sending any personal information via electronic transmission. Provide such information in person or over the phone directly to the Title Manager / Closing Attorney.
- It is recommended that you take steps to secure your information (i.e., create strong passwords, only use secure Wi-Fi, do not use free services, etc.).

**SELLERS:** Keller Williams recommends that if you send wiring instructions of any kind (i.e., for the receipt of your proceeds) via electronic means, you must call immediately and verify that the correct instructions were received by the Title Manager / Closing Attorney. Also, it is important to confirm with the Title Manager / Closing Attorney that the wire instructions are not to be substituted without verbal consent.

**Additionally:** Keller Williams, Closing Attorneys, or Title Managers may request Cashier's Checks only on escrows/deposits/rents after a fully executed contract/agreement of sale or lease. Your real estate agent can help you find out what is required for deposits and closings.

If you believe that you have received fraudulent wire instructions, immediately notify your bank, the Title Manager / Closing Attorney, and your real estate agent. The sources below, as well as others, can also provide information:

- Federal Bureau of Investigation: <http://www.fbi.gov>
- Internet Crime Complaint Center: <http://www.ic3.gov>
- National White Collar Crime Center: <http://www.nw3c.org>
- On Guard Online: <http://www.onguardonline.gov>

**By signing below, the undersigned acknowledge that each has read, understands, and has received a copy of this Consumer Wire Fraud Advisory.**

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

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

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





**HOME WARRANTY PROTECTION PLAN WAIVER AND NOTICE**

**Thank you for choosing Keller Williams!**

**We strive to make your home selling and/or home buying experience convenient and rewarding!**

**In an effort to reduce your risk of having unexpected costs for repairs and/or replacement of appliances and operating systems during the listing period or your first year of ownership, we suggest that you carefully consider the purchase of a home warranty protection plan.**

**Waiver of Coverage:** I/we acknowledge having received a Home Warranty Plan brochure and decline the benefits of a home warranty protection plan and coverage. I/We agree not to hold Keller Williams, the Broker, and /or the agents liable for the repair or replacement of a system or appliance that would otherwise may have been covered by a home warranty protection plan.

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**Property Address**

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**Seller** **Date**

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**Seller** **Date**

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**Seller** **Date**

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**Seller** **Date**

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**Buyer** **Date**

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**Buyer** **Date**

---

**Buyer** **Date**

---

**Buyer** **Date**

---

**Agent** **Date**

KELLER WILLIAMS REALTY GOLD COAST  
1129 Northern Blvd, Suite 410  
Manhasset, NY, 11030  
Office: 516.482.0200 | Fax: 516.482.0250  
[www.kwGoldCoast.com](http://www.kwGoldCoast.com)

*Each Office is Independently Owned and Operated*



THIS IS A LEGALLY ENFORCEABLE CONTRACT. YOU SHOULD CONSIDER WHETHER YOU WISH TO CONSULT YOUR ATTORNEY PRIOR TO SIGNING THE SAME.

"THE RATE OR AMOUNT OF COMMISSION CHARGED FOR THE SALE, EASE, APPRAISAL OR MANAGEMENT OF REAL ESTATE SHALL BE NEGOTIATED BETWEEN EACH MEMBER OF LIBOR AND HIS CLIENT"



**SALES AGREEMENT**

Date \_\_\_\_\_

PURCHASER:

SELLER:

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

The undersigned buyer hereby offers to purchase the real property owned by the seller and located at \_\_\_\_\_  
\_\_\_\_\_ on the

following terms and conditions:

**TERMS AND CONDITIONS**

- 1. Purchase Price \$ \_\_\_\_\_
- 2. Good faith deposit \$ \_\_\_\_\_
- 3. Down payment payable on Formal Contract (including above deposit) \$ \_\_\_\_\_
- 4. Subject to (existing) or (new) mortgage \$ \_\_\_\_\_
- 5. Cash on closing \$ \_\_\_\_\_
- TOTAL \$ \_\_\_\_\_

It is further understood and agreed that if this offer is not accepted by the seller in writing that the above good faith deposit will be totally refunded to the buyer. IN THE EVENT, HOWEVER, THE SELLER DOES ACCEPT THIS OFFER IN WRITING THEN SAID GOOD FAITH DEPOSIT WILL BE DELIVERED TO THE SELLER AND BUYER WILL PROCEED TO COMPLETE THE TRANSACTION IN ACCORDANCE WITH THIS PURCHASE AGREEMENT.

**FINANCING**

A. This sale is subject to and conditioned upon the buyer obtaining a (variable rate) (fixed rate) mortgage in the amount of \$ \_\_\_\_\_ with interest at prevailing rate amortized over a period of not less than \_\_\_\_\_ years. Buyer understands that he/she/they is/are obligated to make a good faith effort to obtain such financing.

B. This sale is subject to existing (variable rate) (fixed) mortgage held by \_\_\_\_\_ which presently bears interest at \_\_\_\_\_ % per annum. The present monthly payment is \$ \_\_\_\_\_ which includes (taxes) (insurance). The final payment is due \_\_\_\_\_. The mortgage commitment is to be obtained within \_\_\_\_\_ days from the date hereof or the date of a formal contract whichever is later. A formal contract is to be signed by the parties on or about \_\_\_\_\_.

**PERSONAL PROPERTY**

The following personal property is included in the sale and is represented by seller to be in working order.

Exclusions are: \_\_\_\_\_

**CLOSING**

The balance of the purchase price will be delivered by the buyer to the seller at the date of closing which will take place on or about \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_.

**LEAD HAZARD CONTINGENCY**

This agreement is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards<sup>1</sup> at the Purchaser's expense until 9:00 p.m. on the tenth calendar day after ratification or a date mutually agreed upon. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 3 days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have 2 days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause. <sup>1</sup>Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.

**ARBITRATION**

Any dispute in which a real estate broker is claiming a commission from a party hereto as a result of the transaction set forth in this agreement and where the dispute involves a sum of money more than \$6,000 shall be resolved by arbitration before one single arbitrator. The arbitration shall be held in the county in which the real estate which is the subject matter of this agreement is located. The arbitration shall be governed by the commercial rules of the National Arbitration and Mediation. The prevailing party in the arbitration shall be entitled to recoup all of its cost including, but not limited to, all fees paid to the National Arbitration and Mediation, the arbitrator, any other administrative fees and reasonable attorneys fees. Any Award of the Arbitrator shall be final and conclusive upon the parties hereto and a Judgment thereon may be entered in the highest court of the State of New York having jurisdiction. Nothing herein contained shall prevent a broker from commencing an action as law or equity where such action is necessary for the broker to obtain injunctive or other temporary relief such as the relief provided in CPLR §2701.

**COMPLETE AGREEMENT**

Buyer and Seller acknowledge and agree that no representations, warranties or agreements have been made with respect to the premises or the purchase price hereof other than those set forth in the agreement. Buyer and Seller further agree that this agreement cannot be changed or modified in any way except by writing signed by both buyer and seller.

**LEAD PAINT DISCLOSURE CONTINGENCY**

This agreement obligates the parties to sell and purchase the real property described herein if as and when the purchaser has received the Lead Paint Hazard Disclosures required by the Residential Lead Based Paint Hazard Reduction Act of 1992 and the purchaser and seller have agreed to perform under the terms hereof or any other terms and conditions subsequently negotiated.

**ATTORNEY'S APPROVAL CLAUSE**

This agreement is contingent upon purchaser and seller obtaining approval of this agreement by their attorney as to all matters contained therein. This contingency shall be deemed waived unless purchaser's or seller's attorney on behalf of their client notifies the broker in writing, of their disapproval of the agreement no later than 3 business days after full execution hereof. If purchaser's or seller's attorney so notifies, then this agreement shall be deemed canceled, null and void, and all deposits shall be returned in full to the purchaser.

\_\_\_\_\_

\_\_\_\_\_

Purchaser(s)

Owner/Seller(s)

Broker \_\_\_\_\_

by \_\_\_\_\_

Attorney for Purchaser:

Attorney for Seller:

\_\_\_\_\_ (address)

\_\_\_\_\_ (address)

Tel No: \_\_\_\_\_

Tel No: \_\_\_\_\_

**OFFER TO PURCHASE**

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

Purchaser(s): \_\_\_\_\_ Seller(s): \_\_\_\_\_

**Agency Representation:** \_\_\_\_\_

The undersigned buyer offers to purchase the real property owned by the seller located at:

\_\_\_\_\_

The following terms and conditions are:

- |                                    |                  |
|------------------------------------|------------------|
| 1) Purchase Price                  | \$ _____.        |
| 2) Down payment at contract _____% | \$ _____.        |
| 3) Cash at closing                 | \$ _____.        |
| 4) Amount of mortgage              | \$ _____.        |
| <b><u>TOTAL:</u></b>               | <b>\$ _____.</b> |

Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*This sales memorandum does not represent a formal contract\*\***

**Offer Acknowledgement Attached:**     YES     NO

Agent: \_\_\_\_\_ Contact Number: \_\_\_\_\_





Agent Name: \_\_\_\_\_ Cooperating Office: \_\_\_\_\_

Agent Email Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Office Fax: \_\_\_\_\_

The following offer is being made on the property located at:

**A**

Address: \_\_\_\_\_ ML#: \_\_\_\_\_

Listing Office: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Form Received by: \_\_\_\_\_

Signature

Print Name

Date

1. Purchase Price	\$ _____
2. Good Faith Deposit	\$ _____
3. Down Payment	\$ _____
4. Subject to a Mortgage	\$ _____
5. Cash on Closing	\$ _____



Additional Terms & Conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**B**

***In signing this form, sellers are not accepting or rejecting this offer.***

I / We \_\_\_\_\_ Homeowner (s) acknowledge that  
Print Seller's Name

Listing / Broker Agent \_\_\_\_\_ has presented the above offer on our property.  
Print Listing Broker / Agent Name

**Acknowledgement of Offer by Seller(s)** \_\_\_\_\_  
Seller's Signature Date



**Sworn Declaration of Offer Presentation**

**DECLARATION BY REALTOR REQUIRED BY SECTION  
406.4 OF THE RULES OF ONEKEY® MLS**

STATE OF NEW YORK )

ss.:

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, affirming under the penalty of Name  
perjury deposes and says:

1. I am a Licensed Broker/Salesperson affiliated with Listing Office \_\_\_\_\_  
Listing Office

and I make this statement in compliance with Section 406.4 of the Rules of OneKey® MLS.

2. On \_\_\_\_\_, 20\_\_\_\_, I presented to \_\_\_\_\_ the offer to  
Date Seller

purchase property located at \_\_\_\_\_,  
Address of property

from \_\_\_\_\_ as required under Section Cooperating Office  
406.4 of the Rules of OneKey® MLS.

3. Although I indicated to the Seller that Multiple Listing Rules require that I obtain a seller's signature acknowledging said presentation of offer, the Seller has refused or was unable to sign same when presented.

4. Signing this form is not to be considered or interpreted as either an acceptance or rejection of the offer by the seller.

\_\_\_\_\_  
Licensed Broker/Salesperson







**SWORN DECLARATION BY REAL ESTATE LICENSEE  
REQUIRED BY TITLE 19 NYCRR SECTION 175.28  
IN THE EVENT CONSUMER DECLINES TO SIGN NEW YORK STATE  
HOUSING ANTI-DISCRIMINATION DISCLOSURE FORM**

STATE OF NEW YORK            )

)                                    SS.:

COUNTY OF                    )

\_\_\_\_\_ (name) affirming under the penalty of perjury, deposes

and says:

- 1) I am a real estate broker / associate real estate broker / real estate salesperson affiliated with \_\_\_\_\_ (name of brokerage). I make this statement in compliance with Title 19 NYCRR Section 175.28.
- 2) On \_\_\_\_\_, 20\_\_\_\_, I presented to \_\_\_\_\_ (name of prospective buyer(s)/tenant(s)/seller(s)/landlord(s)) the New York State Housing and Anti-Discrimination Disclosure Form required under Title 19 NYCRR Section 175.28. The actual form presented is attached to this statement.
- 3) Although I indicated to the prospective buyer(s)/tenant(s)/seller(s)/landlord(s) that New York State Law required that I request that prospective buyer(s)/tenant(s)/seller(s)/landlord(s) sign the New York State Housing and Anti-Discrimination Disclosure Form, prospective buyer(s)/tenant(s)/seller(s)/landlord(s) refused to sign the New York State Housing and Anti-Discrimination Disclosure Form when presented.

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Date





**DEAL SHEET**

**PROPERTY ADDRESS**

**TERMS**

Address: \_\_\_\_\_ Price: \$ \_\_\_\_\_  
City: \_\_\_\_\_ Down Pmt at contract: \_\_\_\_\_ % \$ \_\_\_\_\_  
Prop Type: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Mortgage: \_\_\_\_\_ % \$ \_\_\_\_\_  
Lot Size: \_\_\_\_\_ Bldg Size: \_\_\_\_\_ Cash at closing: \$ \_\_\_\_\_

**SELLER(S)**

**BUYER(S)**

Name(s): \_\_\_\_\_ Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home/Mobile Phone: \_\_\_\_\_ Home/Mobile Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

**SELLER(S) ATTORNEY**

**BUYER(S) ATTORNEY**

Name(s): \_\_\_\_\_ Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

**LISTING BROKERAGE**

**SELLING BROKERAGE**

Name(s): \_\_\_\_\_ Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_  
Listing Agent: \_\_\_\_\_ Selling Agent: \_\_\_\_\_  
Co-Listing Agent: \_\_\_\_\_ Co-Selling Agent: \_\_\_\_\_  
L/A Comm: \_\_\_\_\_ % or \$ \_\_\_\_\_ S/A Comm: \_\_\_\_\_ % or \$ \_\_\_\_\_  
Co-L/A Comm: \_\_\_\_\_ % or \$ \_\_\_\_\_ Co-S/A Comm: \_\_\_\_\_ % or \$ \_\_\_\_\_

**LENDER**

Company: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

**CONTRACT**

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

**CLOSING**

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

**OTHER REMARKS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**COMMISSION INVOICE**

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

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

LISTING SIDE     SELLING SIDE     BOTH

KWGC Listing Agent Name: \_\_\_\_\_

KWGC Listing Agent Contact #: \_\_\_\_\_

KWGC Listing Agent Email: \_\_\_\_\_

KWGC Listing Agent DOS #: \_\_\_\_\_

KWGC Office DOS #: **10991213047**

Sales Price: \$ \_\_\_\_\_

Commission Due: \$ \_\_\_\_\_



KWGC Selling Agent Name: \_\_\_\_\_

KWGC Selling Agent Contact #: \_\_\_\_\_

KWGC Selling Agent Email: \_\_\_\_\_

KWGC Selling Agent DOS # \_\_\_\_\_

Office DOS # \_\_\_\_\_

Sales Price: \$ \_\_\_\_\_

Commission Due: \$ \_\_\_\_\_

Payable to: **Keller Williams Realty Gold Coast**

Approved by: **Keller Williams Realty Gold Coast**

By: \_\_\_\_\_

(Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)



**CLOSING BILL**

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

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

Agent Name: \_\_\_\_\_

Agent Contact Number: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Agent DOS#: \_\_\_\_\_

Office DOS#: **10991213047** \_\_\_\_\_

Selling Price: \$ \_\_\_\_\_

Commission Due: \$ \_\_\_\_\_

Payable To: **Keller Williams Realty Gold Coast**

Approved By:

**Keller Williams Realty Gold Coast**

By: \_\_\_\_\_

Agent (Print)

\_\_\_\_\_

(Sign)

\_\_\_\_\_

Date

\_\_\_\_\_

Date