

**Open/ "Off Market" Residential Sale Listing**

**Required:**

- NYS Agency Disclosure Form**  
*Identify whether you will be working in the best interest of the seller (without a signed OneKey MLS Listing agreement) or the buyer as your client. Either way, both parties must sign a separate disclosure form. One party will receive **OLDCAR** while the other receives fair and honest treatment*
- NYS Housing and Anti Discrimination Disclosure Form** (Both parties must sign a separate form)
- Realtor Notice to Seller and Landlord regarding **NYS Smoke Detector Law**
- Lead Paint Form** if Pre-1978 Construction (Both Parties must sign a single form)
- Lead Paint Brochure: Give to Both Parties
- KWGC **Seller Commission Agreement** (If the seller is paying your commission)
- KWGC **Buyer-Client Commission Agreement** (If the buyer is paying your commission)
- KWGC Important Notice to Consumer Regarding **Wire Fraud** Advisory Form (Both parties must sign single form)
- KWGC **Deal Sheet**





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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.

**REALTOR DISCLOSURE TO SELLERS AND LANDLORDS**  
**REGARDING NYS SMOKE DETECTOR LAW**

**The following is being presented to you as a service as this disclosure is not required to be supplied by Realtors to Sellers or Landlords under any present law.**

**As of April 1st, 2019, NYS General Obligations Law 399-ccc will be in effect. According to the new law, all sellers and landlords will need to either hard wire smoke detectors onto a property or replace old portable smoke detectors with 10 year non-removable or non-replaceable (sealed) batteries, but ONLY IF THE OLD SMOKE DETECTORS ON THE PREMISES REQUIRE REPLACEMENT!**

**If the smoke detectors on the premises are new or continue to be in working order, the landlord and/or seller is under no legal requirement to replace them! Replacement of working smoke detectors on any premises is not required unless and until the smoke detector on the premises is not working or needs to be replaced. All new smoke detectors placed on any premises after April 1st, 2019 will have to meet the standards of the new law, but LANDLORDS AND SELLERS ARE UNDER NO LEGAL OBLIGATION TO REPLACE SMOKE DETECTORS UNDER THE MANDATES OF SECTION 399-CCC IF THOSE PREMISES ARE RENTED OR SOLD AFTER THAT DATE IF THE SMOKE DETECTORS ON THE PREMISES ARE IN WORKING ORDER AT THE TIME OF RENTAL AND/OR SALE.**

**ANY PLACEMENT OF NEW OR REPLACEMENT OF OLD SMOKE DETECTORS AFTER APRIL 1ST, 2019 WILL HAVE TO MEET THE REQUIREMENTS OF THE NEW LAW.**

**Read and Understood,**

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Landlord/Seller

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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: \_\_\_\_\_





**COMMISSION AGREEMENT - SELLER**

**\*\*THIS IS A LEGALLY BINDING CONTRACT ("AGREEMENT"). IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.\*\***

It is agreed that if the sale of the property located at:

\_\_\_\_\_ is brought about by \_\_\_\_\_ of Keller Williams Realty Gold Coast.

The commission will be \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_, if applicable.

The above commission is to be paid by the sellers and made payable to:  
**Keller Williams Realty Gold Coast**

The commission is due only if, as and when title passes, except by willful default on the part of the seller. Said commission shall be payable ONLY by certified check, bank check or attorney's check. Personal checks will NOT be accepted as payment.

The seller, directly or through the attorney, will notify the broker of the time and place of closing forty-eight (48) hours prior to said closing.

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

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

Keller Williams Gold Coast by:

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

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





**COMMISSION AGREEMENT: BUYER CLIENT**

**\*\*THIS IS A LEGALLY BINDING CONTRACT ("AGREEMENT"). IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.\*\***

It is agreed that if during the period of \_\_\_\_\_ to \_\_\_\_\_ **Keller Williams Realty Gold Coast** sells any or all of the properties listed below (and on the addendum to this form): \_\_\_\_\_

the buyer will pay a commission of \_\_\_\_\_% of the purchase price of the property sold by Keller Williams Realty Gold Coast.

Said commission is deemed earned at the time the buyer client enters into a contract of sale for purchase of any property during the time of this agreement, or, if shown to client during the term of this agreement, if the client purchases the property within \_\_\_\_\_ days after the termination of this agreement.

The commission is due only if, as and when the title passes for the individual property. Said commission shall be payable **ONLY** by certified check, bank check or attorney's check upon closing of title. Personal checks will **NOT** be accepted as payment.

The buyer, directly through their attorney, will notify the broker of the time and place of closing forty-eight (48) hours prior to said closing.

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

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

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

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

**Broker:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ADDENDUM TO COMMISSION AGREEMENT:**  
**BUYER-CLIENT**

Buyer Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Showing	Property Address	Agency Representation	Buyer Initials

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

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

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





**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**

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