

To be completed when presenting an offer.
AGENCY DISCLOSURE STATEMENT -- SELLER



The real estate agent who is providing you with this form is required to do so by Kentucky law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below.

Seller(s): _____

Property Address: _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Seller is represented by _____
AGENT

NAME OF BROKERAGE AND PRINCIPAL BROKER'S NAME

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the same real estate brokerage represent both the Buyer and the Seller, check the following relationship that will apply:

Designated Agency:

- Agent(s) _____ of _____ represents the Seller and another Agent(s) in the same firm represents the Buyer. The principal broker and managers will be "dual agents," which is explained on the back of this form. As dual agents, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information; OR

Dual Agency:

- Every agent in the brokerage represents every "client" of the brokerage. Therefore, Agent(s) _____ and _____ will be working for both the Buyer and Seller as "dual agents". Dual agency is explained on the back of this form. As a dual agent, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information. To the best of the Agent's knowledge, neither the agent(s) nor the principal broker acting as a dual agent in this transaction has a **PERSONAL**, **FAMILY**, or **BUSINESS** relationship with either the Buyer or Seller. *If such a relationship does exist, please explain:*

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

(Mark the appropriate box.)

Agent _____ and real estate brokerage _____ will

- be a "dual agent" representing both parties in this transaction. Dual agency is explained on the back of this form. As dual agents they will remain loyal to both parties, and they will protect all parties' confidential information. To the best of the agent's knowledge, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a **PERSONAL**, **FAMILY**, or **BUSINESS** relationship with either the Buyer or Seller. *If such a relationship does exist, please explain:*

_____ ; OR
- represent only the (check one) **Seller** or **Buyer** or **neither** in this transaction as a client. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information regarding dual agency or designated agency explained on the back of this form.

SELLER(S) _____ DATE/TIME _____

SELLER(S) _____ DATE/TIME _____

This contract is for use by Maria Gnas. Use by any other party is illegal and voids the contract.



DUAL AGENCY

Kentucky law permits a real estate agent and brokerage to represent both the Seller and Buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested¹;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the Buyer or Seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a Buyer is willing to offer or that a Seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party or act in a biased manner on behalf of one party.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the Buyer and Seller from the responsibility to protect their own interests. The Buyer and Seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement.

DESIGNATED AGENCY

If both Buyer and Seller consent, the broker responsible for a real estate office may designate agents to represent the Buyer and the Seller to the exclusion of all other agents associated with his office. The Seller will become the client of the agent designated to represent him and the Buyer will become the client of the agent designated to represent him. Designated agency allows two licensees in the same firm to represent different parties to a real estate transaction. The principal broker serves as a dual agent in a designated agency transaction. Consent of the client is always needed to create designated agency.

For use only by members of the Lexington-Bluegrass Association of REALTORS



ESTIMATED SELLER PROCEEDS

PROPERTY ADDRESS: _____

BASED ON SELLERS PRICES SHOWN BELOW AND PRORATION DATE OF: _____

REALTOR: _____ AGENT: _____ DATE: _____

A. SELLING PRICE..... \$ _____

- LESS MORTGAGE PAYOFF – PRINCIPAL BALANCE..... \$ _____
- Escrow Account Shortage \$ _____
- Prepayment Penalty \$ _____
- Release Fee..... \$ _____
- Interest to Closing or first of month..... \$ _____
- Earned FHA Premiums..... \$ _____
- Late Charges..... \$ _____
- Other Liens..... \$ _____

B. LESS TOTAL APPROXIMATE INDEBTEDNESS ABOVE..... \$ _____

C. GROSS TO SELLER BEFORE SALES EXPENSES.....(Line A less Line B) \$ _____

- LESS ESTIMATED EXPENSES OF SALE
- Realtor Commissions..... \$ _____
- Deed Preparation \$ _____
- Transfer Tax \$ _____
- Pest Control Inspection Fee (if paid by seller(s)) \$ _____
- Pest Control Repairs \$ _____
- Repairs and Fixing-up Costs..... \$ _____
- Discount Fee (FHA or VA points)..... \$ _____
- Prorated Taxes \$ _____
- Prorated Sewer Fee..... \$ _____
- Prorated Rents \$ _____
- Security Deposits and Prepaid Rent..... \$ _____
- _____ \$ _____
- _____ \$ _____

D. LESS EXPENSES OF SALE..... \$ _____

E. ESTIMATED NET CASH PROCEEDS.....(Line C less Line D)..... \$ _____

- PLUS OTHER POSSIBLE CREDITS:
- Insurance Refund..... \$ _____
- Prorated Taxes and Sewer Fees \$ _____
- Escrow Account Balance..... \$ _____

F. TOTAL ESTIMATED CREDITS \$ _____

G. APPROXIMATE NET TO SELLER..... \$ _____

The figures above are only estimates, but are correct to the best of our ability to project. These figures Are in no way binding, but are to be considered as approximate only. The above figures are subject to change, without notice, by the respective companies.

SELLER _____ SELLER _____





EXCLUSIVE RIGHT TO SELL CONTRACT

For use only by Members of the Lexington-Bluegrass Association of REALTORS®

In consideration of your agreement to list the property for sale described as _____

and place this listing on the Multiple Listing Service of the Lexington-Bluegrass Association of REALTORS®, Inc and to use your efforts to find a purchaser, I (we) the seller(s) do hereby agree

- TERMS OF AGENCY:** To give said listing broker the exclusive right and privilege for the period of _____ days, commencing on _____ and ending at midnight on _____ to sell the described real property for the price of _____ (\$ _____) and upon the terms and conditions as set forth herein, or for such other price, terms or conditions to which I (we) may agree. The broker or broker associates will not advise on matters outside the scope of their real estate license.
- COMMISSION:** To pay said listing broker _____ of the selling price for services (a) in case of a sale or exchange of said property or any part of it within said listing period by the seller(s), the listing broker, or by any person or (b) upon the listing broker finding a buyer who is ready, willing and able to complete the purchase on the terms of this agreement as proposed by the seller(s) or (c) in case of any such sale or exchange of the said property or any part of it within _____ days (protection period) subsequent to the expiration of this agreement to any party shown the property or any part of it during the term of the listing; however, that the provisions of this subparagraph (c) shall not apply if a commission is earned for the sale or exchange of the property by another licensed real estate broker acting pursuant to an exclusive right to sell listing contract or an exclusive listing entered into during said protection period. In the event subagency is offered, listing broker is authorized to negotiate the division of commission with said subagent. Owner further agrees that in the event a buyer or transaction broker participates in the sale, the listing broker is hereby authorized to negotiate the division of the commission with said buyer broker or transaction broker.
- LIMITED DUAL AGENCY:** Pursuant to this agreement, broker will be acting in the capacity of seller's agent. However, seller hereby specifically acknowledges that the listing broker may also represent buyers. Should any such buyer become interested in the property which is the subject of this Exclusive Right to Sell Contract, the seller, upon notification by the listing broker, may authorize the listing broker to serve as a limited dual agent for seller and buyer. As a limited dual agent the listing broker has the duty to make a full and timely disclosure of all material facts and information within his/her knowledge which might in any way affect either the seller's or buyer's rights and interest or otherwise influence either party's action or decisions in connection with the contemplated transaction. Notwithstanding the foregoing, to the extent that confidential information has been communicated to the listing broker by either party, it is agreed that the listing broker is not required to disclose and will not disclose such information to the other party. For example, listing broker will not disclose to the seller that the buyer will pay a sum greater than the price offered and will not disclose to the buyer that the seller will accept a price less than the listing price; and the listing broker will not disclose information relating to prior offers and counter-offers involving the parties, nor information relating to either party's motivation to enter into the transaction.
- TITLE:** To provide an unencumbered, marketable title to said property conveyed by deed of general warranty, with the usual covenants such as any title company will insure, except easements of record and all restrictions as to use and improvements of the property of record and any restrictions imposed by the planning and zoning commission and except _____
- POSSESSION:** To give possession _____
- EARNEST MONEY:** That in the event of a buyer's default and the earnest money is relinquished by the buyer(s) as liquidated damages, said earnest money deposit shall be divided one-half to the listing broker and one-half to the seller(s). However, broker's one-half cannot exceed the amount of the commission that would have been earned on the sale.
- ADVERTISING:** That the listing broker may display a "For Sale" and/or "Sold" sign on said property, except where prohibited by law or covenant and remove all other signs. Broker may advertise/market the property in any media deemed appropriate including but not limited to radio, newspaper, TV, internet, multiple photos and/or virtual tours.

Seller's Initials _____ **Date/Time** _____ **Seller's Initials** _____ **Date/Time** _____



EXCLUSIVE RIGHT TO SELL CONTRACT

8. To refer to said listing broker all inquiries from other brokers, salesmen and prospective purchasers during the term of this listing.
9. **FAIR HOUSING:** To offer said property without regard to race, color, sex, creed, religion, national origin, handicap or familial status. Additionally, Fayette County properties are offered for sale without regard to sexual orientation. The seller(s), by signing this contract hereby acknowledge(s) receipt from the listing REALTOR®, a copy of a brochure entitled, "What Kentucky's Fair Housing Law Means (Your Rights and Responsibilities under Kentucky's Civil Rights Act.)".
10. **ACCURACY AND DISCLOSURE:** To warrant the accuracy of the information of the description of the property provided herewith to said listing broker and agree to hold listing broker and the Multiple Listing Service of the Lexington-Bluegrass Association of REALTORS®, Inc. harmless from any liability or damage arising out of any incorrect information knowingly withheld by the seller(s). A "Seller's Real Property History" form will be completed at the time of signing this listing contract.
11. **LOCK BOX:** That the listing broker may install a type of lock box. Seller(s) agrees to release all authorized brokers, and their sales associates, from any loss, injury or damage to persons and property arising from the presence of said lock box, which is not the direct result of gross negligence on the part of said brokers and their sales associates. This paragraph is applicable only if initialed by the seller(s).

Initials _____

Initials _____

12. **INSPECTIONS:** Sellers acknowledge and agree to the following: (1) they have been informed by the listing broker that buyers, or their representative, may request certain property inspections, including, but not limited to a wood destroying organisms inspection, which will be made subsequent to the signing of the offer to purchase contract; (2) in the event wood destroying organisms are found, the sellers may be obligated to pay to have the property treated, and in the event of damage from wood destroying organisms, obligated to have such damage repaired at a cost to the seller not to exceed 1% of the sales price; and (3) to cooperate with buyers and/or buyer's inspectors by permitting access to the property.

No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto.

We have read this contract, understand fully the contents thereof, understand that this is the complete content of said contract, understand that upon signing, this contract becomes legally binding, and acknowledge receipt of same. If you have any questions regarding the terms and content of this contract, please do not hesitate to ask or consult legal counsel.

Accepted: _____ 20_____

Seller

Date/Time

Listing Broker

Seller

Date/Time

Address

Address

By: _____

INTRODUCTION

Although a majority of real estate transactions close without incident, there is a possibility that a problem or dispute will occur. When a dispute does arise, it is usually successfully resolved through normal channels of communication and negotiation. Occasionally, a dispute arises which the parties cannot resolve themselves. In the past, when this has happened, parties took their cases to court. Today, they are taking their disputes to mediation.

WHAT IS MEDIATION

Mediation is a process in which disputing parties attempt to resolve their disagreements with the help of an impartial, trained third party -- the mediator. The mediator does not offer opinions, pass judgment, or render binding decisions. The mediator's only function is to help parties identify their differences and reach agreement on how to resolve them.

When the disputing parties have reached and agreed on a mutually acceptable solution, they sign a written agreement which outlines the terms of the settlement. Once the agreement is signed, parties are legally bound to abide by its terms. If the parties cannot reach a mutually agreeable settlement, they are free to arbitrate or litigate.

In addition to being easier, faster, and less expensive than litigation, mediation is non-adversarial. Decisions rendered by an arbitrator or judge usually involve a winning party and a losing party. In mediation, there are no losing parties because the parties have been part of the process and together have agreed on the terms of the settlement.



HOMESELLERS/HOMEBUYERS DISPUTE RESOLUTION SYSTEM MEDIATION

■ Access to Service

Mediation can be used by any of the parties to a real estate transaction -- sellers, buyers, brokers, builders, home inspectors, etc. With the exemption of controversies that are subject to hearing under REALTOR® Professional Standards procedures, including disputes between REALTORS, almost any type of dispute that arises from the transaction can be mediated.

■ Rules and Regulations

How, when and by whom mediation is initiated and conducted is covered under the Mediation Center of Kentucky's guidelines. The guidelines ensure fairness, uniformity, and expediency.

■ Agreeing to Mediate

When homesellers/homebuyers enter into a sales contract they may choose to sign a mediation clause or an addendum which includes mediation. The clause states, in part, that parties agree to submit any dispute or claim that arises from the transaction to mediation under the guidelines of the Mediation Center of Kentucky. Once the contract or addendum is signed by the parties, parties must submit their disputes to mediation. Parties who do not pre-commit to mediation when the sales contract was executed may still choose mediation to resolve a dispute. The same process and guidelines apply to parties who have not pre-committed to mediate.

■ Steps Toward Mediation

First, the party who has the dispute needs to contact the other party and discuss the problem. If the two parties cannot agree on a resolution to the problem, then the Mediation Center will schedule a mediation session. Both parties need to call the Mediation Center, 859/246-2664, in order to start the mediation scheduling process. The typical session will last approximately three hours and is held at the Mediation Center office.

■ Mediators

Mediators at the Center have professional backgrounds and have been specially trained to conduct mediation. While many mediators are attorneys, a law degree is not required. All mediators are required to be knowledgeable with the major issues in a real estate case before being assigned to the case.

■ Role of the Attorney

Although parties to the mediation have the right to be represented by counsel, attorneys do not have to participate in the mediation conference. Parties should have legal questions or concerns answered by an attorney. Mediators will not give the parties legal advice during the mediation session.

■ Fees

Fees for mediation services are established by the Mediation Center of Kentucky. The Mediation Center requires that the fee is paid by both parties prior to the scheduling of the mediation session.

BENEFITS OF MEDIATION

Control The outcome of mediation is controlled by the parties – not by the mediator or an outside authority who imposes a solution.

Less Adversarial The mediation process is informal because most parties enter mediation in “good faith”, meaning they come to the table with the intention of trying to resolve the matter.

Preserves Option Parties can enter into mediation without jeopardizing their option to arbitrate or litigate.

Swift Settlement Mediation often leads to a resolution much sooner than litigation.

Lower Cost Mediation usually minimizes legal and preparatory costs; productivity is maximized; and the fees and expenses of mediation itself are modest.

Preservation of Relationships By reaching an early, mutually satisfactory agreement, chances for preserving personal or business relationships are greatly enhanced.

Creative Solutions Mediators help parties fashion creative solutions that may not be obvious to the parties or available through court.

For more information, please contact:

Mediation Center of Kentucky
177 North Upper Street, Suite 102
Lexington, KY 40507-1100
(859) 246-2664
Fax (859) 246-2663
mckinc@LEX.infi.net



MEDIATION
CENTER
OF KENTUCKY

Homesellers/Homebuyers
DISPUTE RESOLUTION
SYSTEM

MEDIATION PROGRAM

A FAST, EASY, AND
INEXPENSIVE ALTERNATIVE
TO LITIGATION

LEXINGTON-
BLUEGRASS
ASSOCIATION OF
REALTORS®



NOTIFICATION OF INTENT TO SELL



To: _____

Date: _____

We are listing for sale the property described below with our REALTOR®.

In the event the terms of the Note and Mortgage require a “Loan Payoff Notice” and since we expect to sell in the near future, please consider this letter as such a notice of our intention to prepay in order to avoid any penalty. Please notify us immediately of any special payoff requirements. Your assistance is appreciated

NAME: _____

ACCT#: _____

ADDRESS _____
Street City State Zip

(Owner's Signature)

Form No. 9

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7/97

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R

EXCLUSIVE RIGHT TO SELL CONTRACT and LEXINGTON ON-LINE MLS INPUT SHEET

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*Required Field

(Use Property Sub Type "Single Family", "Townhome", "Condo")

MLS# [][][][][][][][] ADDL CHGL Date _____ *Status

*Tax ID _____ *Area _____ *Office ID _____ *Agent ID _____ Co-Agent ID _____

*Street # _____ Street Dir _____ *Street Name _____ *Suffix _____

Unit # _____ *City _____ *Zip Code _____

*Subdivision _____

*Market Range Pricing (NO/YES) MRP Low _____ MRP High _____

*List Price _____

*Property Sub Type (Single Family / Townhome / Condo)

*Agreement Type (Excl Right to Sell / Excl Agency)

*Show Address to Public (Yes / No)

CONTINGENCY CODES

- RP Reserved Prospects
- TP Third Party Transfer
- PP Purchase Specific Property
- CP Other Contingency
- Variable Rate Commission (N / Y)

*Commission to Selling Office

(% / Flat \$) _____

*Bedrooms _____ *Full Baths _____ *Half Baths _____

*Total Finished SqFt _____ Lot Size (SQFT/ACRE) _____

*Age _____ New Unknown *Listing Date ____ / ____ / ____ *Expiration Date ____ / ____ / ____

Schools--- *Elementary _____ *Middle _____ *High _____

*Occupant Type (Owner / Tenant / Vacant)

Owner Name _____

Owner Phone _____

Occupant Name _____

Phone to Show _____

Below Grade Unfinished SqFt _____

Below Grade Finished SqFt _____

1st Floor SqFt _____

2nd Floor SqFt _____

3rd Floor SqFt _____

Above Grade Unfinished SqFt _____

*Total Finished SqFt _____

Marketing Remarks (Agent personal marketing information NOT allowed)

Agent Only Remarks

*Directions To Property

Sewer Fee \$ _____ HOA/CONDO Fee \$ _____ Mandatory Yes No

Sewer Fee Frequency (Annual / Semi-Annually / Quarterly / Monthly) HOA/CONDO Frequency (Annual / Semi-Annually / Quarterly / Monthly)

Tax District _____ Amenity Fee \$ _____ Mandatory Yes No

*Tax Rate _____ Amenity Fee Frequency (Annual / Semi-Annually / Quarterly / Monthly)

Seller's Initials _____ Date/Time _____ Seller's Initials _____ Date/Time _____

R *Street Address

	Foyer	LR	DR	Kitchen	FR	Grt	Den	RR	Bonus	Util	M Bedr	Bedr	F/Bth	H/Bth	Hm Off
Lower Level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
First Level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Second Level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Third Level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***Showing Instructions**

- ML Vacant
- ML Occupied
- CBS Code
- Call Owner
- Leave Message & Show
- Call Listing Agent
- Call Listing Office
- Occupied Key L O
- Vacant Key L O
- L A Accompany
- No Sign
- Pet - See Remarks
- Res. Hours/Days
- Call To Show Phone #

***Possession**

- With Deed
- Negotiable
- Delay aft Deed Trnsf

Site Information

Lot Dimensions _____

- Waterfront
- On Golf Course
- Secluded Lot
- Wooded Lot
- Homeowners Assn.
- PUD
- Underground Utility
- Water Retention
- Schools Nearby
- Shopping Nearby
- Park(s) Nearby
- Tennis Nearby
- Pool Nearby
- Horses Permitted
- Inside New Circle Rd

***Type/Style**

- Townhome
- Condo
- Ranch
- 1 1/2 Story
- 2 Story
- 2 1/2 Story
- 3 Story
- Split Foyer
- Split Level
- Patio Home
- Contemporary
- Manufactured
- Loft
- H 1 Overlay
- Modular

***Construction**

- Brick Veneer
- Brick Veneer & Other
- Siding - Aluminum
- Siding - Asbestos
- Siding - Masonite
- Siding - Vinyl
- Siding - Wood
- Solid Masonry
- Bedford Stone
- Cut Stone
- Fieldstone
- Other Stone
- Stone & Other
- Stucco-troweled
- Log
- Log Faced
- EIFS (Synthetic stucco)
- Hardboard
- Other

***Basement**

- Full
- Partial
- Finished
- Partially Finished
- Unfinished
- Exterior Entrance
- No Exterior Entrance
- Walk Out
- Walk Up
- Windows
- Rough-in Half Bath
- Rough-in Full Bath
- Sump Pump(s)
- None

***Garage**

- Garage (YES/NO)
- 1 Car Attached
 - 2 Car Attached
 - 3 Car Attached
 - 1 Car Detached
 - 2 Car Detached
 - 3 Car Detached
 - 1 Car Basement
 - 2 Car Basement
 - 3 Car Basement
 - 4 Car + Garages
 - Garage Door Opener(s)
 - Remote Ctrl(s) Included
 - Carport Single
 - Carport Double
 - Side/Back Entry
 - Off Street Parking
 - Auxiliary Garage

***Foundation**

- Concrete Block
- Poured Concrete
- Crawlspace
- Slab
- Stone
- Wood
- Sump Pump
- Straps
- Piers
- Other

Fireplaces

- Masonry
- Pre-Fab
- Stove Insert
- Free Standing
- Gas Logs
- Gas Starter
- Direct Vent
- Ventless
- Fireplace Blower(s)
- Family Room
- Living Room
- Great Room
- Dining Room
- Kitchen
- Master Bedroom
- Rec Room
- Basement
- None

Dining Facilities

- Formal Dining Room
- Living Room Combo
- Dining Area
- Eat In Kitchen
- Kitchen Bar
- Breakfast Room
- Breakfast Area

***Air Conditioning**

- Electric
- Gas
- Heat Pump
- Zone
- Geo-Thermal
- Window
- Combination
- None

***Heating**

- Forced Air
- Heat Pump
- Baseboard Electric
- Hot Water
- Steam
- Geo-Thermal
- Cable
- Floor Furnace
- Space Heater
- Gravity
- Zone
- Electronic Air Filter
- Humidifier
- Dehumidifier
- Combination
- None

***Fuel**

- Gas
- Electric
- Propane
- Solar
- Wood
- Coal
- Multi-Fuel
- Other

Water Heater

- Gas
- Electric
- Propane
- Solar
- Geo-Thermal
- Combination

Attic

- Access Only
- Permanent Stairs
- Pull Down Stairs
- Walk-in
- Floored
- Partially Floored
- Finished
- Partially Finished
- Expandable
- Roughed In
- Storage Only

Roof

- Shingle Composition
- Shingle Wood
- Dimensional Style
- Slate
- Tile
- Metal
- Flat
- Gravel
- Rubber Membrane
- Other

***Flooring**

- Carpet Wall to Wall
- Carpet Over Hardwood
- Carpet and Other
- Hardwood
- Hardwood & Carpet
- Hardwood & Other
- Parquet
- Marble
- Ceramic Tile
- Slate
- Vinyl
- Wood
- Concrete
- Laminate
- Other

Appliances

- Range
- Double Oven
- Self Cleaning
- Surface Unit
- Jenn-Aire Type
- Microwave
- Dishwasher
- Disposal
- Refrigerator
- Compactor
- Washer
- Dryer
- Central Vac System
- Central Vac Rough-in

Interior Features

- Vaulted Ceiling
- Tray Ceiling
- Ceiling Fan(s)
- Window Treatments
- Window Blinds
- Window Draperies
- Walk-in Closets
- Whirlpool
- Wet Bar
- Wood Stove
- Smoke Alarm(s)
- Carbon Monoxide Det.
- Intercom
- Security Sys.-Leased
- Security Sys.-Owned
- Home Theater
- Washer-Dryer Hook-up
- Attic Fan
- Skylight(s)

Exterior Features

- Insulated Glass
- Storm Windows
- Window Screens
- Storm Door(s)
- Patio
- Deck
- Hot Tub
- Wood Fence
- Chain Link Fence
- Privacy Fence
- Partially Fenced
- Invisible Pet Fence
- Landscaped
- Sprinkler System
- Trees
- Circular Drive
- Cable Available
- Satellite Dish
- Satellite Controls
- Storage Shed

Miscellaneous

- Basement
- Foyer
- Foyer-2 Story
- Master Bdrm 1st Floor
- Bedroom 1st Floor
- Formal Living Room
- Family Room
- Great Room
- Den
- Rec Room
- Bonus Room
- Guest Quarters
- Separate Utility Room
- Home Office
- Inground Pool
- Above Ground Pool
- Handicap Accessible
- Barn/Stable
- Owner Fin.-1st Mortgage
- Owner Fin.-2nd Mortgage
- Lease Option
- L/A Non Qualifying
- Auction
- HUD/Repo OR Foreclosure
- RELO/3rd Party
- Existing Home Warr (YES/NO)
- Existing Home Warr Co. _____
- Elevator

***Water**

- City
- City Available
- Well
- Cistern

***Sewer**

- Sewer
- Sewer Not Connected
- Sewer Rental
- Sewer Assessment
- Septic System
- Wetlands System
- Lagoon System
- Private Sewer System

HOA/Condo Fee(s) Incl

- Common Area Maintenance
- Common Area Insurance
- Recreation Facility
- Pool Services
- Clubhouse Maintenance
- Management
- Builder Controls
- Central Heating/Cooling
- Common Electric Svc.
- Water/Sewer Fee
- Trash Collection
- Snow Removal
- No Fee
- Call Listing Agent
- Condo Level _____

New Construction

- Completion Date _____
- Registered Builder
- Written Builders Warranty
- Fully Sodded
- Partially Sodded
- Seeded
- Mailbox at Door
- Mailbox at Curb
- Mailbox Cluster
- Mailbox Installed
- New Construction
- Designated Builder
- Proposed Construction
- Builder _____
- Home Warranty (YES/NO)
- Home Warranty Co. _____

The undersigned certify that an Exclusive Right to Sell Contract for the described property has been executed and we do authorize this information to be published and distributed by the Lexington-Bluegrass Association of Realtors® Multiple Listing Service. Seller acknowledges and agrees that all information on this document is NOT CONFIDENTIAL. This information will be available to the public through the MLS members.

Listing Broker _____

Seller _____

Seller _____

Rev 7/08

Page 2 of 2 To accompany Exclusive Right to Sell Contract

This contract is for use by Maria Gnas. Use by any other party is illegal and voids the contract.



SELLER DISCLOSURE OF PROPERTY CONDITION

The information in this form is based upon the undersigned's observation and knowledge about the property during the period beginning on the date of his or her purchase of it on:

_____ and ending on _____
(date of purchase) (date of this form)

PROPERTY ADDRESS: _____



This form applies to sales and purchases of residential real estate. This form is not required for:

- 1. Residential purchases of new homes if a warranty is offered;
- 2. Sales of real estate at auction; or
- 3. A court supervised foreclosure.

PURPOSE OF STATEMENT: Completion of this form shall satisfy the requirements of KRS 324.360 which mandates the seller's disclosure of information about the property he is about to sell. This disclosure is based solely on the seller's observation and knowledge of the property's condition and the improvements thereon. This statement shall not be a warranty by the seller or seller's agent and shall not be intended as a substitute for an inspection or warranty the purchaser may wish to obtain. This is a statement of the conditions and information concerning the property known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architectural, engineering, or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential buyer. Unless otherwise advised, the seller has not conducted any inspection of generally-inaccessible areas such as the foundation or roof. It is not a warranty of any kind by the seller or by any agent representing any seller in this transaction. It is not a substitute for any inspections. Purchaser is encouraged to obtain his or her own professional inspections.

INSTRUCTIONS TO THE SELLER: (1) Complete all numbered items. (2) Report all known conditions affecting the property. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself or sign the authorization at the end of this form to authorize the licensee to complete this form on your behalf in accordance with KRS 324.360(9). (5) If some items do not apply to your property, write "not applicable." (6) If you do not know the answer to a question, write "unknown."

SELLER'S DISCLOSURE: As seller, I/we disclose the following information regarding the property. This information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes the agent to provide a copy of this statement to a person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. The following are not the representations of the agent.

Please answer all questions. If the answer is yes, please explain. If additional space is needed, use the reverse side or make attachments.

1. HOUSE SYSTEMS

Any past or current problems affecting:

	YES	NO	UNKNOWN
(a) Plumbing	___	___	___
(b) Electrical system	___	___	___
(c) Appliances.....	___	___	___
(d) Floors and walls.....	___	___	___
(e) Doors and windows	___	___	___
(f) Ceiling and attic fans	___	___	___
(g) Security system	___	___	___
(h) Sump pump	___	___	___
(i) Chimneys, fireplaces, inserts	___	___	___
(j) Pool, hot tubs, sauna	___	___	___
(k) Sprinkler system.....	___	___	___
(l) Heating.....age_____	___	___	___
(m) Cooling/air conditioning.....age_____	___	___	___

Explain: _____

2. FOUNDATION/STRUCTURE/BASEMENT

(a) Any defects or problems, current or past, to the foundation or slab?	___	___	___
(b) Any defects or problems, current or past, to the structure or exterior veneer?.....	___	___	___

Explain: _____

(c) Has the basement leaked at anytime since you have owned or lived in the property?.....	___	___	___
--	-----	-----	-----

(d) When was the last time the basement leaked? _____

(e) Have you ever had any repairs done to the basement?.....	___	___	___
--	-----	-----	-----

(f) If you have had repairs done to the basement relative to leaking, when was the repair performed? _____

Explain: _____

(g) If the basement presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.) _____

Initials (Buyer) _____ Date/Time _____ Initials (Seller) _____ Date/Time _____

This contract is for use by Maria Gnas. Use by any other party is illegal and voids the contract.



	YES	NO	UNKNOWN
(h) Have you experienced, or are you aware of, any water or drainage problems with regard to the crawl space?.....	___	___	___
3. ROOF			
(a) Age of the roof ? _____			
(b) 1. Has the roof leaked at any time since you have owned or lived in the property?..... 2. When was the last time the roof leaked? _____	___	___	___
(c) 1. Have you ever had any repairs done to the roof? 2. If you have ever had the roof repaired, when was the repair performed? _____	___	___	___
(d) 1. Have you ever had the roof replaced?..... 2. If you have had the roof replaced, when was the replacement performed? _____	___	___	___
(e) If the roof presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.) _____			
(f) 1. Have you ever had roof repairs that involved placing shingles on the roof instead of replacing the entire roof?..... 2. If you have ever had roof repairs that involved placing shingles on the roof instead of replacing the entire roof, when was the repair performed? _____	___	___	___
4. LAND/DRAINAGE			
(a) Any soil stability problems?.....	___	___	___
(b) Has the property ever had a drainage, flooding, or grading problem?.....	___	___	___
(c) Is the property in a flood plain zone?.....	___	___	___
(d) Is there a retention/detention basin, pond, lake, creek, spring, or water shed on or adjoining this property? Explain: _____	___	___	___
5. BOUNDARIES			
(a) Have you ever had a staked or pinned survey of the property?.....	___	___	___
(b) Do you know the boundaries?.....	___	___	___
(c) Are the boundaries marked in any way?.....	___	___	___
(d) Are there any encroachments or unrecorded easements relating to the property of which you are aware? Explain: _____	___	___	___
6. WATER			
(a) 1. Source of water supply _____ 2. Are you aware of below normal water supply or water pressure?	___	___	___
(b) Is there a water purification system or softener remaining with the house?.....	___	___	___
(c) Has your water ever been tested? If yes, give results Explain: _____	___	___	___
7. SEWER SYSTEM			
(a) Property is serviced by:			
1. Category I. Public Municipal Treatment Facility;.....	___	___	___
2. Category II. Private Treatment Facility;.....	___	___	___
3. Category III. Subdivision Package Plant;.....	___	___	___
4. Category IV. Single Home Aerobic Treatment System (AKA: "Home Package Plant")	___	___	___
5. Category V. Septic Tank with drain field, lagoon, wetland, or other onsite dispersal;	___	___	___
6. Category VI. Septic Tank with dispersal to an offsite, multi-property cluster treatment system;.....	___	___	___
7. Category VII. No Treatment/Unknown.....	___	___	___
(b) For properties with Category IV, V, or VI systems: Date of last inspection (sewer): _____ Date of last inspection (septic): _____ Date last cleaned (septic): _____			
(c) Are you aware of any problems with the sewer system?..... Explain: _____	___	___	___
8. CONSTRUCTION/REMODELING			
(a) Have there been any additions, structural modifications, or other alterations made?.....	___	___	___
(b) Were all necessary permits and government approvals obtained?..... Explain: _____	___	___	___
9. HOMEOWNER'S ASSOCIATION			
(a) 1. Is the property subject to rules or regulations of a homeowner's association?..... 2. If yes, what is the yearly assessment? \$ _____	___	___	___

Initials (Buyer) _____ Date/Time _____ Initials (Seller) _____ Date/Time _____

	YES	NO	UNKNOWN
(b) Are you aware of any condition which may result in an increase in taxes or assessments?.....	___	___	___
(c) Are any features of the property shared in common with adjoining landowners, such as walls, fences, driveways, etc.?..... Explain: _____	___	___	___

10. MISCELLANEOUS

(a) Was this house built before 1978?	___	___	___
(b) Are you aware of any use of ureaformaldehyde, asbestos materials, or lead based paint in or on this home?.....	___	___	___
(c) 1. Are you aware of any testing for radon gas?..... 2. Results, if tested _____	___	___	___
(d) Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns or abandoned wells on the property?.....	___	___	___
(e) Are you aware of any present or past wood infestation (i.e. termites, bores, carpenter ants, fungi, etc.)?.....	___	___	___
(f) Are you aware of any damage due to wood infestation?.....	___	___	___
(g) 1. Have the house or other improvements ever been treated for wood infestation? 2. If yes, when, by whom, and any warranties? _____	___	___	___
(h) Are you aware of any existing or threatened legal action affecting this property?.....	___	___	___
(i) Are there any assessments other than property assessments that apply to this property (i.e. sewer assessments)?.....	___	___	___
(j) Are you aware of any violations of local, state, or federal laws, codes, or ordinances relating to this property?.....	___	___	___
(k) Are you aware of any other conditions which are defective with regard to this property?.....	___	___	___
(l) Are there any environmental hazards known to seller?.....	___	___	___
(m) Are there any warranties to be passed on?.....	___	___	___
(n) Has this house ever been damaged by fire or other disaster (i.e., tornado, hail, etc.)? If yes, please explain: _____	___	___	___
(o) Are you aware of the existence of mold or other fungi in the property?.....	___	___	___
(p) Has this house ever had pets living in it? If yes, Explain _____	___	___	___
(q) Is the property in a historic district?.....	___	___	___

SPACE FOR ADDITIONAL INFORMATION

The seller has owned this property since _____ (date) and makes these representations only since that date. Seller agrees to immediately notify Buyer of any changes which may become known to seller prior to closing.

_____ Seller	_____ Date	_____ Seller	_____ Date
-----------------	---------------	-----------------	---------------

The licensee named here (_____) has been requested by the owner to complete this form and has done so. I hereby agree to hold harmless the named licensee for any representation that appear on this form in accordance with KRS 324.360(9).
Seller: _____ Date: _____

The Seller Refuses to complete this form and acknowledges that the agent shall so inform the buyer.
Seller: _____ Seller: _____
Date: _____ Date: _____

The Seller has refused to complete this form and has refused to acknowledge his failure to complete the form.
Broker/Agent: _____ Date: _____
The Buyer Acknowledges receipt of this form..

_____ Buyer	_____ Date	_____ Buyer	_____ Date
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The Seller may disclose additional information not requested of this form and may respond to additional inquiries of the buyer.

Initials (Buyer) _____ Date/Time _____ Initials (Seller) _____ Date/Time _____





SELLER'S MORTGAGE INFORMATION

ADDRESS OF PROPERTY: _____

NAMES(S) ON DEED: _____

SELLER(S) CONTACT PHONE _____ E-MAIL _____

FIRST MORTGAGE WITH: _____

CONTACT/PHONE: _____

ACCT#: _____ APPROXIMATE BALANCE: _____

SECOND MORTGAGE WITH: _____

CONTACT/PHONE: _____

ACCT#: _____ APPROXIMATE BALANCE: _____

HOME EQUITY LINE/OTHER: _____

CONTACT/PHONE: _____

ACCT#: _____ APPROXIMATE BALANCE: _____

ARE THERE ANY OTHER PERSONAL OR UNRECORDED LIENS AGAINST THE PROPERTY?

_____ NO _____ YES, please describe:

_____ \$ _____

_____ \$ _____

If between the signing of this listing agreement and the date of closing a new lien has been or is about to be recorded against this property, I (we) agree to notify the listing agent immediately.

The seller agrees this information may be used to facilitate the closing and transfer of deed for this property and will notify their lender of intent to sell.

Seller is hereby notified that some mortgage loan terms may require at least 30 days notice of loan payoff to avoid incurring a penalty and should take steps immediately to notify their lender of intent to sell and prepay. Some loans may contain special payoff terms and conditions. Please contact your lender for payoff instructions.

Seller Social Security # _____ Date _____

Seller Social Security # _____ Date _____

I/we hereby consent to your furnishing a written payoff statement to _____
upon receipt of this authorization. (closing attorney)





Lexington-Bluegrass Association of REALTORS®
2250 Regency Road • 276-3503

For use only by members of the Lexington-Bluegrass Association of REALTORS®.

UTILITIES INFORMATION LETTER

I, _____, authorize

Gas Company

_____, &
Water Company

Electric Company

to disclose billing information pertaining to my account at

Address

Address

Signature _____

Date _____

PLEASE RETURN TO:

Office Name

Agent

Address

Address

