

ATTACHMENT TO EXCLUSIVE RIGHT TO SELL OR LEASE CONTRACT

This Attachment to the Exclusive Right to Sell or Lease Contract (collectively, the “Contract”) must be completed and signed by the Owner in order for the Contract to be valid and shall be uploaded as a Supplement (Listing Attachment) in the MLS database.

OWNER DISCLOSURES. Owner of the Property located at _____ makes the following disclosures to the best of their knowledge and is being provided for informational purposes only.

(A) State/National Historic Register/District and/or Local Preservation District.

- ☐ Y ☐ N ☐ Unkn 1. The property is listed in the State/National Register of Historic Places, either individually or as part of a Historic District. Name of Historic District, if applicable: _____.
- ☐ Y ☐ N ☐ Unkn 2. The property is designated under the local municipality’s zoning code, either as an individual landmark or as part of a local Preservation District. Name of Preservation District, if applicable: _____.

(B) Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”) Certification. Owner is a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and IRS Regulations). This is a U.S. tax law that imposes income tax on foreign persons disposing of U.S. real property interests. Consult a tax professional to provide more information.

- ☐ Y ☐ N ☐ Unkn **(C) Gas and Oil Wells.** The Property has an uncapped natural gas and/or oil well, even if inactive. **If Yes, Owner must complete Electric Availability, Utility Surcharges, Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure Form.**

(D) Gas/Mineral/Oil/Timber Rights.

- ☐ Y ☐ N ☐ Unkn 1. All gas, mineral, oil, and timber rights will transfer with the Property.
- ☐ Y ☐ N ☐ Unkn 2. Owner has received, is receiving, or is entitled to receive lease payments, royalties, or other payments and/or free gas under any oil/gas/mineral/timber or other lease or agreement affecting the Property. **If Yes, Owner agrees to promptly furnish complete copies of all written agreements affecting the Property in Owner’s possession to Listing Broker and Owner’s Attorney.**

(E) Propane/Heating Oil. The Property is serviced by propane and/or heating oil. **If Yes, Tank ☐ IS or ☐ IS NOT owned by the Owner (if on Propane). A written contract ☐ EXISTS or ☐ DOES NOT EXIST to provide propane/heating oil between the propane/oil company and the Owner (Owner agrees to promptly furnish a complete copy of any such written contract to Listing Broker and Owner’s Attorney).**

- ☐ Y ☐ N **(F) Solar Panels.** If Yes, Solar panel system ☐ IS or ☐ IS NOT owned by the Owner. If NOT owned, a written contract ☐ EXISTS or ☐ DOES NOT EXIST that may need to be transferred or terminated.

- ☐ Y ☐ N ☐ Unkn **(G) Deed Restrictions (Legally Binding).** There are enforceable deed restrictions affecting the Property.

(H) Vehicular Access/Driveway. Vehicular access to the Property via the driveway is currently by way of:

- ☐ Y ☐ N 1. An immediately adjoining municipal road right of way (e.g., public roadway).
- ☐ Y ☐ N ☐ Unkn 2. An immediately adjoining shared private road right of way. **If yes, is it of record?** ☐ Yes ☐ No ☐ Unknown.
- ☐ Y ☐ N 3. A shared driveway. **If Yes, there ☐ IS or ☐ IS NOT a written agreement regarding ownership/maintenance.**

(I) Audio-Video Surveillance. The Property contains surveillance devices.

WARNING: The crime of eavesdropping is a Class E Felony under NY Penal Law § 250.05. In the event Owner has a recording or remote listening system in or on the Property that records audio and/or video, Owner understands that recording or remote listening of audio may result in a violation of state and/or federal wiretapping laws. Therefore, Owner hereby releases and holds harmless Listing Broker, its designated agents, sub-agents, sales associates, and employees from any liability which may result from the recording or remote listening of audio and/or video in or on Property. **Further, if Owner can view or hear a potential buyer and use what they see or hear in deciding whether to sell to that particular buyer, there may be a potential fair housing violation.**

(J) Leased Properties.

- ☐ Y ☐ N 1. The Property is being used legally as rented property. **If Yes, Owner must complete Residential Rented Property for 1-4 Family Form and Rent Roll.**
- ☐ Y ☐ N 2. A Certificate of Occupancy exists, and it expires on _____.

(K) Code Violations. To the Owner’s actual knowledge, a notice from a governmental authority has been issued advising that the Property and/or Current Uses/Improvements violate applicable building codes and/or zoning ordinances, any of which violations continue as of the date of this Contract.

(L) Major Components And Age Of Component(s):

Heating: ☐ Forced Air ☐ Baseboard ☐ Electric ☐ Heat Pump ☐ Hot Water ☐ Solar ☐ Other: _____ **Age:** _____

Air Conditioning: ☐ Central ☐ Wall/Ductless Unit(S) ☐ Other: _____ **Age:** _____

Hot Water: ☐ Tank ☐ Tankless/On Demand ☐ Other: _____ **Age:** _____

Roof: ☐ Asphalt (original/tear-off) ☐ Asphalt (overlay) ☐ Metal ☐ Rubber ☐ Slate/Tile ☐ Other: _____ **Age:** _____

(M) Improvements: The following improvements affect the Property as of the date of the signing of this Contract and **Proof of Compliance** exists (this would include a Certificate of Compliance, Certificate of Occupancy or completed Permit(s) that predate the issued Certificate of Compliance process). Check one box per line. NA indicates that improvement does not exist. Y, N, and Unkn refer to the Proof of Compliance.

	Exists?	Proof of Compliance		Exists?	Proof of Compliance
Basement Egress Window or Door	☐ NA	☐ Y ☐ N ☐ Unkn	Hot Tub	☐ NA	☐ Y ☐ N ☐ Unkn
Basement, Finished w/o Egress	☐ NA	☐ Y ☐ N ☐ Unkn	Patio	☐ NA	☐ Y ☐ N ☐ Unkn
Building Addition	☐ NA	☐ Y ☐ N ☐ Unkn	Pond/Fountain	☐ NA	☐ Y ☐ N ☐ Unkn
Converted 3 rd Floor Living Area	☐ NA	☐ Y ☐ N ☐ Unkn	Pool	☐ NA	☐ Y ☐ N ☐ Unkn
Deck	☐ NA	☐ Y ☐ N ☐ Unkn	Shed/Outbuilding	☐ NA	☐ Y ☐ N ☐ Unkn
Fence	☐ NA	☐ Y ☐ N ☐ Unkn	Wood Stove/Freestanding Fireplace	☐ NA	☐ Y ☐ N ☐ Unkn
Generator (Permanently wired)	☐ NA	☐ Y ☐ N ☐ Unkn	Other: _____	☐ NA	☐ Y ☐ N ☐ Unkn

PARAGRAPHS (N) – (T) NOT REQUIRED IF A PROPERTY CONDITION DISCLOSURE STATEMENT IS PROVIDED

☐ Y ☐ N ☐ Unkn **(N) Agricultural District.** The Property is located partially or wholly within an agricultural district. **If “Yes”, Owner must complete *Electric Availability, Utility Surcharges, Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure Form* and, if in Wayne County, the *Disclosure Notice for all Residential Property in Wayne County*.**

☐ Y ☐ N ☐ Unkn **(O) Special Assessment Tax/Utility Surcharge.** The Property is subject to assessments for special or local improvements (e.g., sidewalks, water/sewer lines) and/or a utility (e.g., gas, electricity, water) surcharge. **If Yes, Owner must complete *Electric Availability, Utility Surcharges, Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure Form*.**

☐ Y ☐ N ☐ Unkn **(P) Flood Zone.** The Property is currently located in a FEMA designated floodplain or a special flood hazard area. **If Yes, flood insurance may be required by a lender.**

(Q) Water Resources.

- ☐ Y ☐ N 1. The Property is connected to a public water supply.
- ☐ Y ☐ N 2. The Property has a private water well and/or other non-public water supply.

(R) Sewer Description.

- ☐ Y ☐ N 1. The Property is connected to public sanitary sewers.
- ☐ Y ☐ N 2. The Property has a private septic system.

☐ Y ☐ N ☐ Unkn **(S) Radon.** The Owner has had the Property tested for radon or has actual knowledge that a radon test has been conducted. **If Yes, attach a copy of report.**

(T) Condominium or Homeowner’s Association.

- ☐ Y ☐ N 1. The Property is a Condominium or is governed by a Homeowner’s Association.
- ☐ Y ☐ N 2. There are Current Special Assessments and/or unpaid special assessments owing to the Condominium or Homeowner’s Association which are or may become liens against the Property or Owner has received written notice for, or has additional knowledge of, any other special assessments, or proposed capital improvements, or construction by the Condominium or Homeowner’s Association, which representations shall survive closing.

Owner authorizes Listing Broker to provide the information in this Attachment to any potential buyers, tenants, exchange parties, other brokers, and their agents. Owner agrees to indemnify and hold Listing Broker harmless from any liability incurred as a result of any misrepresentation, as more particularly set forth in the Indemnification Paragraph of the Contract. **Owner agrees to promptly notify Listing Broker and their attorney if representations made in this Attachment become inaccurate.**

Owner Signature	Date	Owner Signature	Date
Owner Signature	Date	Owner Signature	Date