

## OKLAHOMA REAL ESTATE COMMISSION

## DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- ☐ Buyer Brokerage Agreement      ☒ Listing Brokerage Agreement      ☐ Option Agreement  
☒ Sales Agreement      ☐ Exchange Agreement      ☐ Other \_\_\_\_\_

**1. Duties and Responsibilities.** A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- B. unless specifically waived in writing by a party to the transaction:
  - 1) receive all written offer and counteroffers;
  - 2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
  - 3) present timely all written offers and counteroffers.
- C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- E. timely account for all money and property received by the Broker;
- F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
  - 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
  - 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
  - 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
  - 4) information specifically designated as confidential by a party unless such information is public.
- G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

**2. Brokerage Services provided to both parties to the transaction.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

**3. Broker providing fewer services.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

**4. Confirmation of disclosure of duties and responsibilities.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Print Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

## OKLAHOMA REAL ESTATE COMMISSION

**RESIDENTIAL PROPERTY CONDITION DISCLOSURE EXEMPTION FORM  
IDENTIFICATION OF EXEMPT TRANSFER**

Check the box applicable to the property which is located at (street address):

12918 S. Sheridan Rd, Drummond OK

- ☐ 1. Transfer pursuant to Court Order, including but not limited to, a transfer pursuant to a writ of execution, a transfer by eminent domain, and a transfer pursuant to an Order for partition;
- ☐ 2. Transfer to a mortgagee by a mortgagor or successor in interest who is in default, transfer by any foreclosure sale after default in an obligation secured by a mortgage, transfer by a mortgagee's sale under a power of sale after default in an obligation secured by any instrument containing a power of sale, or transfer by a mortgagee who has acquired the real property at a sale conducted pursuant to a power of sale or a sale pursuant to a decree of foreclosure or has acquired the real property by deed in lieu of foreclosure;
- ☒ 3. Transfer by a fiduciary who is not an owner occupant of the subject property in the course of the administration of a decedent's estate, guardianship, conservatorship or trust;
- ☐ 4. Transfer from one co-owner to one or more other co-owners;
- ☐ 5. Transfer made to a spouse, or to the person or persons in the lineal line of consanguinity of one or more of the owners;
- ☐ 6. Transfer between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to such a decree;
- ☐ 7. Transfer made pursuant to mergers and from a subsidiary to a parent or the reverse;
- ☐ 8. Transfer or exchanges to or from any governmental entity; or
- ☐ 9. Transfer of a newly constructed, previously unoccupied dwelling.

The Seller acknowledges that the exemption marked above is a true and accurate statement regarding the transfer of the Property.

DocuSigned by:

Morgan Buykendall

7/9/2019

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

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

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

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

**BUYER'S ACKNOWLEDGMENT**

Note: The Buyer is urged to carefully inspect the Property and to have the Property inspected by an expert. The Buyer acknowledges the Buyer has read and received a signed copy of this Exemption Form.

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

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

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

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

## SQUARE FOOTAGE DISCLOSURE

This disclosure is made to Buyer and Seller  
improved residential real estate. Check applicable boxes below.

Property Address: 12918 S. Sheridan Rd, Drummond OK

## 1. Licensee Measurement

Listing Licensee ☐ Has ☒ Has Not measured the square footage of the residence according to the following standard, methodology or manner:

| Standard/Methodology/Manner                   | Date Measured | Square Footage |
|-----------------------------------------------|---------------|----------------|
| <input type="checkbox"/> Exterior measurement |               |                |
| <input type="checkbox"/> FHA                  |               |                |
| <input type="checkbox"/> ANSI                 |               |                |
| <input type="checkbox"/> Local standard       |               |                |
| <input type="checkbox"/> Other                |               |                |

## 2. Other Source of Measurement:

Listing Licensee ☒ Is ☐ Is Not providing information on square footage of the residence from another source(s) as indicated below:

| Source of Square Footage Information                                   | Date          | Square Footage |
|------------------------------------------------------------------------|---------------|----------------|
| <input checked="" type="checkbox"/> Prior appraisal (Date of document) | <u>3-2019</u> | <u>4,366</u>   |
| <input type="checkbox"/> Building plans (Date of document)             |               |                |
| <input checked="" type="checkbox"/> Assessor's office (Date obtained)  |               |                |
| <input type="checkbox"/> Other                                         |               |                |

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose. If exact square footage is a concern, the property should be independently measured.

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed by or before the Inspection Objection Deadline of the contract.

By [Signature] 7-9-2019  
396871E3960D408 Listing Licensee Date

The undersigned hereby acknowledge receipt of this disclosure  
Morgan Kykendall  
6F673D293185430... 7/9/2019

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

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

**OKLAHOMA REAL ESTATE COMMISSION***This is a legally binding Contract; if not understood, seek advice from an attorney.***ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES**

Prior to entering into a Contract of Sale of Real Estate for the Property described as: \_\_\_\_\_  
 the following items (as applicable) have been disclosed and/or delivered and hereby confirmed:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

- ☐ (Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- ☐ Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.  
☒ Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.  
☐ This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.  
☐ Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- ☒ Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."  
☐ Property was constructed in 1978 or thereafter and is exempt from this disclosure.  
☐ The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Information Booklet has been made available to the Buyer in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Buyer Name (Printed): \_\_\_\_\_ Buyer Name (Printed): \_\_\_\_\_  
 Buyer Signature: \_\_\_\_\_ Buyer Signature: \_\_\_\_\_  
 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

- ☐ (Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Seller in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

DocuSigned by:  
 Seller Name (Printed): Morgan Buckindall Seller Name (Printed): \_\_\_\_\_  
 Seller Signature: 6F673D293185430... Seller Signature: \_\_\_\_\_  
 Dated: 7/9/2019 Dated: \_\_\_\_\_



## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### 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

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) DS Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
Mk

>> (ii) DS 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 (i) or (ii) below):

(i) DS 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).  
Mk

>> (ii) DS 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 (i) or (ii) below):

(i) \_\_\_\_\_ 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

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

### 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.

Morgan Rykendaal

7/9/2019

Seller

Date

Seller

Date

Purchaser

Date

Purchaser

Date

Troy D. Lippard

7/9/2019

Agent

Date

Agent

Date

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