

Andy Beshear Governor

Jacqueline Coleman Lieutenant Governor

PUBLIC PROTECTION CABINET

Kentucky Real Estate Commission Mayo-Underwood Building 500 Mero Street, 2NE09

Frankfort, Kentucky 40601 Phone: (502) 564-7760 https://krec.ky.gov DEC 2 1 2022

ARRS

Ray A. Perry

Secretary

Natalie Brawner Executive Director

December 21, 2022

Senator Stephen West, Co-Chair Representative David Hale, Co-Chair c/o Emily Caudill Administrative Regulation Review Subcommittee Legislative Research Commission 029, Capitol Annex Frankfort KY 40601

Re:

201 KAR 11:121. Standards of professional conduct.

Dear Co-Chairs West and Hale:

After further consideration of the issues raised by raised by 201 KAR 11:121, the Kentucky Real Estate Commission proposes the attached agency amendment to 201 KAR 11:121, including material to be incorporated by reference.

Sincerely

August Lincoln Pozgay
General Counsel
Kentucky Real Estate Authority
august.pozgay@ky.gov
502-782-0714 (office)

December 21, 2022

AGENCY AMENDMENT

BOARDS AND COMMISSIONS Real Estate Commission

201 KAR 11:121. Standards of professional conduct.

Page 18

Section 11(1)(b)

Lines 3-4

After "Form 402,", insert "12/2022". Delete "08/2022".

Page 18

Section 11(1)(d)

Line 6

After "Form 400,", insert "12/2022". Delete "08/2022".

Page 18

Section 11(1)(e)

Line 7

After "Form 401B,", insert "12/2022". Delete "08/2022".

Page 18

Section 11(1)(f)

Line 8

After "Form 401S,", insert "12/2022". Delete "08/2022".





Public Protection Cabinet
Mayo-Underwood Building
500 Mero Street 2NE09
Frankfort, Kentucky 40601
(502) 564-7760



The Kentucky Real Estate Commission's A GUIDE TO AGENCY RELATIONSHIPS

<u>THIS IS NOT A CONTRACT.</u> This is The Kentucky Real Estate Commission's A Guide To Agency Relationships ("Guide"). This brokerage <u>company</u> is required by law to ask you to sign this [-]Guide as a way to acknowledge that you have received it. Your signature below will not obligate you to work with this brokerage <u>company</u> [-if you do not want to].

Whether you are selling, buying, or leasing real estate in the Commonwealth of Kentucky, this Guide will help you understand the various agency relationships available to you. This brokerage <u>company</u> is providing you this Guide as an introduction to their professional real estate <u>for the services</u> agency relationship options. Depending on your specific needs, this brokerage <u>company</u> will offer you valuable assistance to achieve your goals.

<u>This is not a contract or agreement for services.</u> Your signature on this Guide is simply to acknowledge receipt and by law the real estate licensee presenting you this Guide must ask for your signature. Prior to the exchange of confidential information that could be interpreted as an agency relationship, you will be asked to consent in writing to a specific Agency Relationship for a contemplated transaction.

To provide real estate brokerage services, a principal broker enters into an agency relationship with a client to act as an agent to represent the client's interests and provide necessary guidance to complete real estate transactions. A licensee affiliated with the <u>principal broker</u> may be your direct contact during a transaction and, depending on the type of agency, may also be your exclusive agent. These agency relationships are explained in more detail below. Each relationship imposes fiduciary duties owed by the agent to a client. A principal broker may also provide services to a party who is not a client and owe limited, or no, fiduciary obligations to that party, or, by written agreement, provide other than the minimum services proscribed by law. To learn more, reference Kentucky Revised Statutes, Chapter 324 and Kentucky Administrative Regulations, Title 201, Chapter 11.

This is not a contract or agreement for services. Your signature on this Guide is simply to acknowledge receipt and by law the real estate licensee presenting you this Guide must ask for your signature. Prior to the exchange of confidential information that could be interpreted as an agency relationship, you will be asked to consent in writing to a specific [A]agency [R]relationship for a contemplated transaction.

Carefully read about the available agency relationships below and ask the licensee providing you this Guide, (INSERT NAME OF LICENSEE), any questions you may have to better understand agency. The duties and responsibilities of the Principal Broker, affiliated licensees, and the real estate <u>brokerage</u> company in a real estate transaction do not relieve the seller, buyer, lessor, or lessee from the duty and responsibility to protect their own interests. You are advised to carefully read all agreements to assure that they adequately express your understanding of the transaction. The principal broker and affiliated licensees are qualified to advise on real estate brokerage and transaction matters only. IF YOU NEED LEGAL OR TAX ADVICE, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Single Agency: In a Single Agency relationship, the principal broker of a brokerage <u>company</u>, and all affiliated licensees, act as an agent for a client who is a seller or buyer, or a lessor or lessee, on one side of a transaction. If a party on the other side of the transaction is represented by an agent, that agent will be affiliated with another principal broker at another brokerage.

Dual Agency: In a Dual Agency relationship, the principal broker of a brokerage <u>company</u>, and all affiliated licensees, simultaneously act, in a limited fiduciary capacity, as agents for different clients who are either seller and buyer, or lessor and lessee, in the same transaction. Dual Agency relationships frequently occur when a listing agent simultaneously represents both seller and buyer clients in the same transaction and must take care to adequately represent the interests of both clients.

Designated Agent: [As an alternative to Single Agency,] [[i]n a Designated Agent relationship, one or more affiliated licensees are designated by their principal broker to act as an agent for a client who is a buyer or seller, or a lessor or lessee, to the exclusion of all other licensees affiliated with that principal broker. The principal broker shall not designate himself or herself as a designated agent. None of the other licensees affiliated with the principal broker represent the client in the transaction. Reference KRS 324.121(1).

Designated Agency: [As an alternative to Dual Agency,}][i]n a Designated Agency relationship, two or more Designated Agents within one brokerage act as agents for their respective clients on different sides of a transaction, while their principal broker and any designated manager simultaneously act in a limited fiduciary capacity as a dual agent for all clients on both sides of the transaction. This type of agency relationship allows Designated Agents affiliated with same principal broker to offer each client exclusive representation with full fiduciary obligations, not limited as they would be in a Dual Agency relationship, while still safeguarding clients' confidential information. Reference KRS 324.121(2).

Transactional Brokerage: In a Transactional Brokerage relationship, the principal broker of a brokerage <u>company</u>, and an affiliated licensee(s), if so designated by the principal broker, provide real estate brokerage services to either, or both, party(ies) to a transaction. They owe the party(ies) only the duties of good faith and fair dealing, and do not relay confidential information between the parties, unless so directed by the sending party. A party to Transactional Brokerage is not a client or prospective client.

Unrepresented Party: From time to time in a real estate transaction, a party will not be represented by an agent, but will otherwise interact with a licensee. This party is known as an Unrepresented Party and a licensee owes an Unrepresented Party the duties of good faith and fair dealing. An Unrepresented Party is not a client or prospective client. If you elect to be an Unrepresented Party to a transaction, take the steps necessary to protect your best interests. If the other party is represented by an agent, you may be at a disadvantage in the transaction due to the skill and experience of that agent.

Real Estate Teams: In the course of your real estate transaction, you may engage with a real estate team. Teams are defined as a group of more than one licensee working together who are affiliated with the same principal broker, led by a team leader, and representing themselves to the public utilizing the same authorized alternate or assumed name to brand, advertise, and broker real estate. Teams form for a variety of reasons, including sharing branding and expenses, to broker real estate under the supervision of the principal broker. A team does not operate independently of the principal broker or agency law and must not represent themselves as a separate brokerage company providing real estate brokerage services. Make sure you understand who specifically is representing you as an agent if you choose to work with a team.

Confidential Information: If you are a client or prospective client as defined by law, you are owed the fiduciary obligation of confidentiality, which means that the licensee must protect information provided by you that would materially compromise your negotiating position in a transaction if disclosed to the other party, unless disclosure is required by law. You may also designate in writing other information you wish to maintain confidential. If you have any questions or concerns about confidentiality, seek a satisfactory answer prior to providing the information you wish to maintain confidential. Ouring the course of a transaction, including when sending offers, information delivered to the other party will not be confidential unless a previous agreement is in place to maintain confidentiality.

Cooperation: This brokerage <u>company</u> may, during the course of a transaction, share fees or compensation with another <u>brokerage</u> company. This typically occurs when a listing brokerage <u>company</u> shares compensation with another brokerage <u>company</u> representing a buyer for a specific listed property. The fact that <u>brokerage</u> companies may share compensation during the course of a transaction does not mean that you are in an <u>[A]agency [R]relationship</u> with any brokerage <u>company</u>. If you are concerned about compensation and how it may be shared, seek a satisfactory answer prior engaging in a transaction.

Fair Housing Statement: It is illegal, pursuant to the Kentucky Fair Housing Law and Federal Fair Housing Law, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, or refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, disability, national origin, sexual orientation (in some counties) or gender identity (in some counties) or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the providing of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information helpful as you begin your real estate transaction. When you are ready to enter into a transaction, you will be asked to sign an Agency Consent Agreement that specifically identifies the [A]agency [R]relationship between you, the [P]p rincipal [B]b roker of this brokerage company, and any affiliated licensees. Please ask questions if there is anything you do not understand.

Your signature below will not obligate you to work with this brokerage <u>company</u> if you do not choose to do so. A copy of this signed Guide <u>[to Agency Relationships]</u> will be provided to you and a record of it maintained by the brokerage <u>company</u>. Please add this Guide to your records for reference even if you refuse to sign.

[Prospective Client] Signature	Date/Time
[<u>X]</u>	8
[Prospective Client] Signature	Date/Time

[<u>X]</u>			
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¥)	n 22		



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This is a brief overview of real estate brokerage in the Commonwealth of Kentucky. To practice	real estate brokerage for compensation,
a person must be appropriately licensed, which requires extensive education and testing. The	ere are two types of licenses, broker and
sales associate. A principal broker is the person responsible for the operation of the real esta	te brokerage company. Licensed brokers
and sales associates affiliate with a principal broker to engage in real estate brokerage.	
(INSERT NAME OF PRINCIPAL BROKER) is the principal broker of	
(INSERT NAME OF BROKERAGE COMPANY), and can be reached at	(INSERT BROKERAGE COMPANY PHONE
NUMBER).	

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We hope you find this information helpful as you begin your real estate transaction. When you are ready to enter into a transaction, you will be asked to sign an Agency Consent Agreement that specifically identifies the agency relationship between you, the principal broker of this brokerage company, and any affiliated licensees. Please ask questions if there is anything you do not understand.

Your signature below will not obligate you to work with this brokerage company if you do not choose to do so. A copy of this signed Guide will be provided to you and a record of it maintained by the brokerage company. Please add this Guide to your records for reference even if you refuse to sign.

Signature	Date/Time
	- A
Signature	Date/Time



[Public Protection Cabinet]
[Mayo-Underwood Building]
[500 Mero Street 2NE09]
[Frankfort, Kentucky, 40601]
[(502) 564-7760]
[http://krec.ky.gov]



AGENCY CONSENT AGREEMENT – <u>BUYER / LESSEE</u>

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. (For purposes of this form, the term "buyer" includes a lessee [tenant].) [Buver(s)/Lessee(s): [Property Address: $[PARTA]_{\epsilon}$ (To be completed prior to entering into a written agreement to provide real estate brokerage services, including, but not limited to, a buyer representation agreement, or completing, or directing the completion of, a contract, offer, or lease for a real estate transaction) [Buyer(s)/Lessee(s): The *Principal Broker* [*licensee*] being retained is (name of *Principal Broker* [licensee]) and Affiliate Agent (name of Affiliate Agent) of the (name of brokerage firm[eompany]) brokerage firm. At this time Licensee is retained as the following type of agent: (check one) Buyer's agent □ Dual agent ☐ Designated agent ☐ Licensee(s) shall provide transactional brokerage services to buyer(s) / lessee[lessor](s). For the purposes of this form, a party to transactional brokerage services is not a client or prospective client. I (we) consent to the above relationships as we enter into this real estate contract. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information contained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. BUYER/LESSEE Signature DATE/TIME Printed Name BUYER/LESSEE Signature DATE/TIME Printed Name

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PART B =
(To be completed at the time the licensee prepares and/or submits an offer, contract, or lease for the clients. If and when PART B is completed, PART B supersedes PART A.)
Property Address:
I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES
The Buyer/Lessee is represented by of
AFFILIATE AGENT
NAME OF BROKERAGE FIRM AND PRINCIPAL BROKER'S NAME
II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE <u>FIRM</u>
(Mark the appropriate box)
If two agents in the same real estate brokerage represent both the Buyer/ <u>Lessee</u> and the Seller/ <u>Lessor</u> , check the following_relationship that will apply:
Designated Agency:
represents the Buyer/Lessee and another Agent(s) in the same firm represents the Seller/Lessor. The [p]Principal [b]Broker and managers will be "dual agents," which is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. 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/Lessee and Seller/Lessor as "dual agents". Dual agency is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. 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.)
Affiliate Agent and the brokerage firm will:
be a "dual agent" representing both parties in this transaction. Dual agency is explained in the Kentucky Real Estate Commission A Guide to Agency Relationships. As a dual agent 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:

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— romacout only the (cheek one)	OR Sallar / James	
a elient]. The other party(ies)	Buyer/Lessee or Seller/Lessee is not represented and agrees to represent may be disclosed to the agent's	esent his/her own best interest. Any
IV. TRANSA	CTION INVOLVING NON-CLI	ENT PARTIES
	(Mark the appropriate box.)	
☐ Transactional Brokerage: The Pi Licensees acting as a Transactional	rincipal Broker of the <u>Brokerage Firm</u> [[Company] assigns (Identify all
to provide real estate brokerage ser duties of good faith and fair deali	vices to either, or both, Party(ies) to ting, and to not relay confidential inf	he transaction, owe the Party(ies) only the formation between the Parties, unless so arty to a Transactional Brokerage is not a
☐—[Unrepresented Party: The Prinagent for a Party.]	cipal Broker of the Company, and all	affiliated licensees, do not act as an
		licensee owes an Unrepresented Party the t, an Unrepresented Party is not a Client
	IONSHIP TO OTHER PARTIES	
_	censee(s) does not have a PERSON this transaction. If such a relations	
	3.000 3.000 3.000 3.000 3.000 3.000 3.000	
	DISCLAIMER	27
Seller/Lessor and Buyer/Lessee from Buyer/Lessee are advised to careful of the transaction. The agent and b	om the responsibility to protect their over the read all agreements to assure that the	they adequately express their understanding all estate matters. IF LEGAL OR TAX
	PARTY CONSENT	
	saction, I (we) acknowledge reading	te transaction. If there is a dual agency, the information contained in the
BUYER/ <u>LESSEE</u> Signature	Printed Name	DATE/TIME

Page 3 of 4

BUYER/LESSEE Signature Printed Name DATE/TIME

BUYER/LESSEE Signature Printed Name



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AGENCY CONSENT AGREEMENT - BUYER / LESSEE

The real estate agent who is providing of this form is to confirm that you have below.		o do so by Kentucky law. The purpose agent(s) in the transaction proposed
Buyer(s)/Lessee(s):	*	
Property Address:		
,	PART A	
including, but not limited to, a l		ovide real estate brokerage services, it, or completing, or directing the l estate transaction)
The Principal Broker being retained is	s	(name of Principal Broker)
and Affiliate Agent of the	(n	(name of Affiliate Agent) ame of brokerage firm) brokerage firm.
form, a party to transactional brok	actional brokerage services to buy cerage services is not a client or pro- nships as we enter into this real est tion, I (we) acknowledge reading t	yer(s) / lessee(s). For the purposes of this rospective client. tate contract. If there is a dual agency or the information contained in the
BUYER/LESSEE Signature	Printed Name	DATE/TIME
BUYER/LESSEE Signature	Printed Name	DATE/TIME

PART B

(To be completed at the time the licensee prepares and/or submits an offer, contract, or lease for the

clients. If and when PART B is completed, PART B supersedes PART A.)
I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES
The Buyer/Lessee is represented byof
NAME OF BROKERAGE FIRM AND PRINCIPAL BROKER'S NAME
II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE
(Mark the appropriate box)
If two agents in the same real estate brokerage represent both the Buyer/Lessee and the Seller/Lessor, check the following relationship that will apply:
Designated Agency:
☐ Affiliate Agent(s)of
represents the Buyer/Lessee and another Agent(s) in the same firm represents the Seller/Lessor. The Principal Broker and managers will be "dual agents," which is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. As dual agents, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information;
Dual Agency:
☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, Agent(s)
be working for both the Buyer/Lessee and Seller/Lessor as "dual agents". Dual agency is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. As a dual agent, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information.
III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT
(Mark the appropriate box.)
Affiliate Agentand the brokerage firmwill:
be a "dual agent" representing both parties in this transaction. Dual agency is explained in the Kentucky Real Estate Commission A Guide to Agency Relationships. As a dual agent they will remain loyal to both parties, and they will protect all parties' confidential information OR
represent only the (check one) Buyer/Lessee or Seller/Lessor. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided to the agent may be disclosed to the agent's client.

IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

(Mark the appropriate box.)

	(Mark the appropriate box.)	
	e Principal Broker of the Brokerage Fire	m assigns (Identify all Licensees
only the duties of good faith a Parties, unless so directed by	e services to either, or both, Party(ies) to and fair dealing, and to not relay con by the sending Party. For the purposes a Client or Prospective Client.	fidential information between the
	sor; Lessee is an Unrepresented Party d fair dealing. For the purposes of this a client.	•
LICENSEE'S RELATION	ONSHIP TO OTHER PARTIES IN	THE TRANSACTION
	licensee(s) does not have a PERSONA o this transaction. If such a relationsl	
	DISCLAIMER	
relieve the Seller/Lessor and Bu Seller/Lessor and Buyer/Lessee express their understanding of the	The duties of the agent and brokerage in yer/Lessee from the responsibility to prear advised to carefully read all agreem the transaction. The agent and brokerage TAX ADVICE IS DESIRED, YOU SHOWAL.	otect their own interests. The ents to assure that they adequately are qualified to advise on real
	PARTY CONSENT	
agencyor designated agency in	ationships as we enter into this real est this transaction, I (we) acknowledge s Guide to Agency Relationships.	
BUYER/LESSEE Signature	Printed Name	DATE/TIME
BUYER/LESSEE Signature	Printed Name	DATE/TIME



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AGENCY CONSENT AGREEMENT - SELLER / LESSOR

		Agreement ("Agreement") is required
		you have been advised of the role of form, the term "seller" includes [a-
"lessor" [landlord].)	sed below. (For purposes of this	iorm, the term "sener" includes [a-
,,		
Seller(s)/Lessor(s):		
Property Address:		
AC SELECTION		
	$[PARTA[_{r}]$	
[(To be completed prior to enterin		rovide real estate brokerage services,
including, but not limited to, a list	ting, advertising, or similar agre	ement.)]
The Principal Broker [licensee] bei	ng retained is	(name of Principal Broker
[licensee]) and Affiliate Agent		(name of Affiliate Agent)
of the	(name of Brokerag	<u>e [ełCompany) Brokerage [firm] Compan</u>
At this time Licensee is retained a	s the following type of agent: (ch	ack one)
At this time Licensee is retained a	s the following type of agent. (ch	icer one)
☐ Seller's agent		
☐ Dual agent		
☐ Designated agent		
Licensee(s) shall provide trans	nsactional brokerage services to se	eller[buyer](s) / lessor(s). For the purposes
of this form, a party to transaction	nal brokerage services is not a cli-	ent or prospective client.
		state contract. If there is a dual agency or
	ction, I (we) acknowledge reading	
Rentucky Real Estate Commis.	sion's A Guide to Agency Relation	nsnips.
SELLER/LESSOR Signature	Printed Name	<u>DATE/TIME</u>
SELLER/LESSOR Signature	Printed Name	<u>DATE/TIME</u>
[SELLER/LESSOR Signature	Printed Name	DATE/TIME)

PART B[-]

(To be completed at the time the licensee presents an offer to purchase, contract, or lease to the client. If and when PART B is completed, PART B supersedes PART A.)

and when PART B is completed, PART B supersedes PART A.)
I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES
The Seller/ <u>Lessor</u> is represented by
AFFILIATE AGENT
NAME OF BROKERAGE <u>COMPANY</u> AND PRINCIPAL BROKER'S NAME
II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE
(Mark the appropriate box)
If two agents in the same real estate brokerage represent both the Buyer/ <u>Lessee</u> and the Seller/ <u>Lessor</u> , check the following_relationship that will apply:
Designated Agency:
of
agents," which is explained in the <u>Kentucky Real Estate Commission's A Guide to Agency</u> <u>Relationships</u> . 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 [b]B rokerage Company represents every "client" of the [b]B rokerage Company. Therefore, Affiliate Agent(s) and will be working for both the Buyer/Lessee and Seller/Lessor as "dual agents." Dual agency is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. [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.) Affiliate Agent and the [b]B rokerage Company will:
□ be a "dual agent" representing both parties in this transaction. Dual agency is explained in the <u>Kentucky Real Estate Commission's A Guide to Agency Relationships</u> . As a dual agent 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[OR]

represent only the (check one) Seller/Lessor or Buyer/Lessee [neither in this transaction as a elient]. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided to the agent may be disclosed to the agent's client.
IV. TRANSACTION INVOLVING NON-CLIENT PARTIES
(Mark the appropriate box.)
☐ Transactional Brokerage: The Principal Broker of the <u>Brokerage</u> Company assigns (Identify all Licensees acting as a Transactional Agent):
to provide real estate brokerage services to either, or both, Party(ies) to the transaction, owe the Party(ies) only the duties of good faith and fair dealing, and to not relay confidential information between the Parties, unless so directed by the sending Party. For the purposes of this Agreement, a party to a Transactional Brokerage is not a Client or Prospective Client.
☐ Unrepresented Party: The Principal Broker of the Company, and all affiliated licensees, do not act as an agent for a Party.
The Buyer; Seller; Lessor; Lessee is an Unrepresented Party. A licensee owes an Unrepresented Party the duties of good faith and fair dealing. For the purposes of this Agreement, an Unrepresented Party is not a Client or Prospective Client.
LICENSEE'S RELATIONSHIP TO OTHER PARTIES IN THE TRANSACTION To the best of their knowledge, licensee(s) does not have a PERSONAL, FAMILY, or BUSINESS relationship with another party to this transaction. If such a relationship does exist, please explain:
DISCLAIMER
Responsibilities of the Parties: The duties of the Affiliate [a] Agent and [b]Brokerage Company in a real estate transaction do not relieve the Seller/Lessor and Buyer/Lessee from the responsibility to protect their own interests. The Seller/Lessor and Buyer/Lessee are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The Affiliate [a] Agent and [b]Brokerage Company are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.
PARTY 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 contained in the <u>Kentucky Real Estate Commission's A Guide to Agency Relationships</u> .
SELLEN/LESSOR Signature Printed Name DATE/TIME

SELLER/LESSOR Signature	Printed Name	DATE/TIME
[SELLER/LESSOR Signature	Printed Name	DATE/TIME]



Public Protection Cabinet Mayo-Underwood Building 500 Mero Street 2NE09 Frankfort, Kentucky 40601 (502) 564-7760 http://krec.ky.gov



AGENCY CONSENT AGREEMENT - SELLER / LESSOR

The real estate agent who is providing yo to do so by Kentucky law. The purpose of the agent(s) in the transaction proposed be "lessor".)	f this form is to confirm that yo	u have been advised of the role of
Seller(s)/Lessor(s):		
Property Address:		
<u>.</u>	PART A	
(To be completed prior to entering into including, but not limite	o a written agreement to prov ed to, a listing, advertising, or	
The Principal Broker being retained is		(name of Principal Broker)
and Affiliate Agentof the		(name of Affiliate Agent)
of the	(name of Broker	age Company) Brokerage Company.
At this time Licensee is retained as the	following type of agent: (chec	ek one)
☐ Seller's agent		
☐ Dual agent		
☐ Designated agent		
 Licensee(s) shall provide transacti form, a party to transactional brokerag 		er(s) / lessor(s). For the purposes of this spective client.
I (we) consent to the above relationsh designated agency in this transaction Kentucky Real Estate Commission's	, I (we) acknowledge reading the	
SELLER/LESSOR Signature	Printed Name	DATE/TIME
SELLER/LESSOR Signature	Printed Name	DATE/TIME
		¥s.

PART B

(To be completed at the time the licensee presents an offer to purchase, contract, or lease to the client. If and when PART B is completed, PART B supersedes PART A.)

client. If and when PART B is completed, PART B supersedes PART A.)
I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES
The Seller/Lessor is represented byof
AFFILIATE AGENT
NAME OF BROKERAGE COMPANY AND PRINCIPAL BROKER'S NAME
II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE
(Mark the appropriate box)
If two agents in the same real estate brokerage represent both the Buyer/Lessee and the Seller/Lessor, check the following relationship that will apply:
Designated Agency:
affiliate Agent(s) of represents the Seller/Lessor and another Affiliate Agent(s) in the same Brokerage Company represents the Buyer/Lessee. The Principal Broker and managers will be "dual agents," which is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. 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 Company represents every "client" of the brokerage Company. Therefore Affiliate Agent(s) and will be working for both the Buyer/Lessee and Seller/Lessor as "dual agents." Dual agency is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships.
III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT
(Mark the appropriate box.)
Affiliate Agentand the Brokerage Companywill:
□ be a "dual agent" representing both parties in this transaction. Dual agency is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. As a dual agent they will remain loyal to both parties, and they will protect all parties' confidential information. OR
represent only the (check one) Seller/Lessor or Buyer/Lessee. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided to the agent may be disclosed to the agent's client.

IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

	(Mark the appropriate box.)	
☐ Transactional Brokerage: The P	rincipal Broker of the Brokerage Cor	mpany assigns (Identify all
Licensees acting as a Transactional		
only theduties of good faith and	fair dealing, and to not relay confi sending Party. For the purposes of the	
☐ Unrepresented Party: The Princiagent for a Party.	ipal Broker of the Company, and all	affiliated licensees, do not act as an
	fair dealing. For the purposes of this	y. A licensee owes an Unrepresented s Agreement, an Unrepresented
To the best of their knowledge, lic		NAL, FAMILY, or BUSINESS
relationship with another party to t	this transaction. If such a relations	ship does exist, please explain:
910-00	_	0/s
	DISCLAIMER	
transaction do not relieve the Selle interests. The Seller/Lessor and Bu they adequately express their unde Company are qualified to advise o	he duties of the Affiliate Agent and er/Lessor and Buyer/Lessee from the uyer/Lessee are advised to carefully erstanding of the transaction. The Agent on real estate matters. IF LEGAL OF E APPROPRIATE PROFESSION	responsibility to protect their own read all agreements to assure that ffiliate Agent and Brokerage R TAX ADVICE IS DESIRED,
	PARTY CONSENT	
agencyor designated agency in the	PARTY CONSENT onships as we enter into this real es his transaction, I (we) acknowledg Estate Commission's A Guide	e reading the information
agencyor designated agency in the	onships as we enter into this real es	e reading the information



Date/Time

Date/Time

Seller Initials

Seller Initials

KENTUCKY REAL ESTATE COMMISSION

Public Protection Cabinet Mayo-Underwood Building 500 Mero Street 2NE09 Frankfort, Kentucky 40601 (502) 564-7760 http://krec.ky.gov



Buyer Initials

Buyer Initials

Date/Time

Date/Time

SELLER'S DISCLOSURE OF PROPERTY CO	NOITION				
This form applies to residential real estate sales and purchases. This form is not re	quired for:				
1. Residential purchases of new construction homes if a warranty is provided	; or				
2. Sales of real estate at auction; or					
3. A court supervised foreclosure.					
As a Seller, you are asked to disclose what you know about the property you are sell					s form
must be based on the best of your knowledge of the property you are selling, how		you ga	ined th	<u>at</u>	
knowledge. Please take your time to answer these questions accurately and comple	tely.	_			
Property Address					
City	State	Zip			
PURPOSE OF DISCLOSURE FORM: Completion of this form shall satisfy the requirem disclosure of conditions" relevant to the listed property. This disclosure is based condition and the improvements thereon, however that knowledge was gained. If the Seller or real estate agent and shall not be used as a substitute for an inspection obtain. This form is a statement of the conditions and other information about the padvised, the Seller does not possess any expertise in construction, architecture, engine the construction or condition of the property or the improvements on it. Unless of any inspection of generally inaccessible areas such as the foundation or roof. The professional inspections of this property. INSTRUCTIONS TO THE SELLER(S): (1) Answer every question truthfully. (2) Report regardless of how you know about them or when you learned. (3) Attach addition the date and time of signing. (4) Complete this form yourself or sign the authorization estate agent to complete this form on your behalf in accordance with KRS 324.360(9) mark "not applicable." (6) If you truthfully do not know the answer to a question, to closing that changes one or more of your answers to this form after you have convergence of the change in writing.	d on the Seller's kn his disclosure form on or warranty that property known by t gineering, or any oth therwise advised, th Buyer is encourage at all known condition al pages, if necessal on at the end of this). (5) If an item does mark "unknown." (7	owledgeshall not he Selled to observe with the selled to observe with the selled to observe with the selled to open affects, with the selled to observe the selled th	ge of the ot be a rchaser er. Unle cific are r has no otain his ecting to your second to your se	warran may wess other eas related conders or he the pro- ignatur porize the pur pro- any fact	perty's nty by vish to erwise ted to lucted r own perty, re and le real perty, t prior
SELLER'S DISCLOSURE: As Seller(s), I / we disclose the following information regard accurate to the best of my / our knowledge as of the date signed. Seller(s) authoristhis statement to any person or entity in connection with actual or anticipated sallaw. The following information is not the representation of the real estate agent.	e(s) the real estate	agent 1	to prov	ide a co	py of
Answer all questions to the <u>BEST OF YOUR KNOWLEDGE</u> . Att	ach additional sl	eets a	as nec	essary	<u>/·</u>
1. PRELIMINARY DISCLOSURES		N/A	YES	NO	KNOWN
a. Have you ever lived in the house? If yes, please indicate the length of time:					
b. List the date (month / year) you purchased the house.					
c. Do you own the property as (an) individual(s) or as representative(s) of a comp	any?				
Explain:					
d. [To the best of your knowledge, h]Has the house been used as a rental? If yes	length of time rente				
e. [To the best of your knowledge, h]Has this house ever been vacant (not lived three (3) consecutive months?	in) for more than				
To the best of your knowledge, hilles this house over been used for anything					
residence?	other than a				
	other than a				

KREC Form 402[04/2022]

[12/2019]12/2022

OWNER OF BOTT	15	- 4.44	L/FC	110	u
_	ney have been corrected, state whether there have been problems affecting:	N/A	YES	NO	KIN
a. Plumbing					
b. Electrical sy	item				
c. Appliances		<u>_</u>			
d. Ceiling and					
e. Security sys	em				
f. Sump pump					
	replaces, inserts				
h. Pool, hot tu					
i. Sprinkler sy	tem				
j. Heating sys	tem age of system:				
k. Cooling/air	conditioning system age of system:				
I. Water heat	age of system:				
lease explain an	deficiencies noted in this Section <u>and/or corrections or repairs to resolve these pro</u>	olems:		,	
. BUILDING STRI		N/A	YES	NO	KN
	not they have been corrected, state whether there have been problems affecting:		1		
1) The found	lation or slab				
2) The struc	ture or exterior veneer				
3) The floor:	and walls				
4) The door:	and windows				
o. 1) [To the b e	est of your knowledge, h]Has the basement ever leaked?				
2) <i>If so, whe</i>	did the basement last leak? [When was the last time the basement leaked?]				
3) Have you	ever had any repairs done to the basement?				
4) If you hav	e had basement leaks repaired, when was the repair done?				
5) If the base	ement presently leaks, how often does it leak? (e.g., every time it rains, only after ar	extreme	ely heav	y rain,	etc
Explain:					
<u>ľa</u> Have you ex <u>ľc</u>	perienced, or are you aware of, any water or drainage problems in the crawl space?				١
d.	re of any damage to wood due to moisture or rot?				
Are you awa fungi, etc.)? <u>e.</u>	re of any present or past wood infestation (e.g., termites, borers, carpenter ants,				١
<i>f.</i>	re of any damage due to wood infestation?				_
*	ouse or any other improvement been treated for wood infestation?				[
2) If yes, by	vhom?				
3) Is there a	warranty?				
	deficiencies noted in this Section and/or corrections or repairs to resolve those prob	olems:			
ease explain any		N/A	YES	NO	KN
ROOF			_		
ROOF How old is t	ne roof covering? [[write the a]] Age of the roof if known:[]]	₽	#	<u> =</u>	
ROOF a. How old is to b. Has the roof	leaked at any time since you have owned or lived at the property?		# □	#	
. ROOF a. How old is to b. Has the roof	leaked at any time since you have owned or lived at the property? of your knowledge, h]Has the roof leaked at any time before you owned or lived at				<u>#</u> C
. ROOF a. How old is the hoof b. Has the roof	leaked at any time since you have owned or lived at the property? of your knowledge, h]H as the roof leaked at any time before you owned or lived at Page 2 of 6	# □]

PROP	PERTY ADDRESS:					
d.	When was the last time the roof leaked?					
e.	Have you ever had any repairs done to the roof?					
f.	Have you ever had the roof replaced?					
	If so, when?					
g.	If the roof presently leaks, how often does it leak? (e.g	., every time it rains, only after an extrem	ely heavy	rain, e	tc.)	
	Explain:					
h.	Have you ever had roof repairs that involved placing state entire roof covering? If so, when?	ningles on the roof instead of replacing				
Plea	se explain any deficiencies noted in this Section and/or	corrections or renairs to resolve those prof	lems:			
- 1100	se explain any deficiences noted in this section director	or repaired resolve tribbe pro-				
					_	
	AND CORNEGE		****		***	LIN
	AND / DRAINAGE	and the section of th	N/A	YES	NO	KNOWN
а.	Whether or not they have been corrected, state wheth	ner there have been problems affecting:				_
	1) Soil stability					
	2) Drainage, flooding, or grading					
	3) Erosion					
	4) Outbuildings or unattached structures					
b.	Is the house located within a Special Flood Hazard Are	a (SFHA) mandating the purchase of flood				
	insurance for federally backed mortgages?					
	If so, what is the flood zone?					
c.	Is there a retention / detention basin, pond, lake, cree this property?	k, spring, or water shed on or adjoining				
Plea	se explain any deficiencies noted in this Section and/or of	corrections or repairs to resolve those prob	lems:			
	31 - A - A - A - A - A - A - A - A - A -	TOTAL CONTROL OF THE				
6 B	OUNDARIES	V - 1843 - 1843 - 1846	N/A	YES	NO	UN-
а.	Have you ever had a staked or pinned survey of the pro	operty performed?				KNOWN
b.	Are you in possession of a copy of any survey of the pr				-	
	Are the boundaries marked in any way?	operty:		-	ö	금
C.	Explain:				-	
d.	Do you know the boundaries?					
u.	Explain:					
e.	Are there any encroachments or unrecorded easemen	to relating to the property?				
Ç.	Explain:	ts relating to the property:				
7. W	/ATER		N/A	YES	NO	UN-
а.	Source of water supply:	70	IVA	163	140	KNOWN
b.	Are you aware of below normal water supply or water	nressure?				
C.	Has your water ever been tested? If so, attach the resu				<u> </u>	
	Explain:	nes or explain.				
8. SE	EWER SYSTEM	WIN - 10 V 100 - 1	N/A	YES	NO	Wh-
a.	Property is serviced by:		1473	120		KNOWN
	Category I: Public Municipal Treatment Facility					
	2. Category II: Private Treatment Facility					
	3. Category III: Subdivision Package Plant			-		
	Category IV: Single Home Aerobic Treatment System	(HOME PACKAGE PLANT)			-	
	5. Category V: Septic Tank with drain field, lagoon, wet					${-}$
	6. Category VI: Septic Tank with dispersal to an offsite,				\dashv	
	7. Category VII: No Treatment/Unknown	maid property cluster treatment system		-	<u> </u>	-
	Name of Servicer:					
b.	For properties with Category IV, V, or VI systems					
<u>.</u>	Date of last inspection (sewer):					
	sace of maximapeerion (activity).					
Seller	Initials Date/Time	<u>Page 3 of 6</u> Buye	r Initials		Dat	te/Time
	Initials Rec F	orm 402[94/3022]	r Initials		Dat	te/Time
<u>Jener</u>	Initials Date/Time [12	/2019] <i>12/2022</i>			Dai	

PROP	ERTY ADDRESS:					
	Date of last inspection (septic):	Date last cleaned (septic):				
C.	Are you aware of any problems with the sewer syst	em?				
Pleas	e explain any deficiencies noted in this Section:	н.				
9. CC	NSTRUCTION / REMODELING		N/A	YES	NO	UN-
a.	Have there been any additions, structural modifica	tions, or other alterations made?				KNOWN
b.	If so, were all necessary permits and government a			÷		
	Explain:					
10. H	OMEOWNER[:]S ASSOCIATION (HOA)		N/A	YES	NO	LIN-
а.	1) Is the property subject to any restrictions, rules,	or regulations of a Homeowners Association (Ho	-			
	2) If yes, what is the [yearly]annual or monthly ass					
	3) HOA Name:					
	HOA Primary Contact Name:					
	HOA Primary Contact Phone No. and email addre	<u>ss</u> :				
b.	Is the property a condominium?					
	If yes, you must also complete KREC Form 404, the	Condominium Seller's Certificate				
c.	Are you aware of any condition or legal action that assessments?	may result in an increase in <u>dues,</u> taxes or				
d.	Are any features of the property shared in common fences, driveways, etc.?	n with adjoining landowners, such as walls,				
e.	Are there any pet or rental restrictions?					
	Explain:					_=
11. H	AZARDOUS CONDITIONS		N/A	YES	NO	UN-
	Are you aware of any underground storage tanks, or abandoned wells on the property?	old septic tanks, field lines, cisterns, or				
h	Are you aware of any other environmental hazards water contamination, asbestos, the use of urea for					
4		INT DISCLOSURE REQUIREMENT		NT D		
	purchaser of any interest in residential real proper property may present exposure to lead from lead-b	ty on which a residential dwelling was built pr		78 is n	otified	that
	Was this house built before 1978?					
d.	Are you aware of the existence of lead-based paint	in or on this house?				<u> </u>
		ISCLOSURE REQUIREMENT				11.00
Rado	n is a naturally occurring radioactive gas that, when		uantiti	es, may	prese	nt
	h risks, including lung cancer. The Kentucky Departr					
visit c	hfs.ky.gov and search "radon."					
e.	1) Are you aware of any testing for radon gas?					
	2) If yes, what were the results?		∄	∄		₽
f.	1) Is there a radon mitigation system installed?					
	2) If yes, is it functioning properly?					
writte disclo	perty owner who chooses NOT to decontaminate on disclosure of methamphetamine contamination se methamphetamine contamination is a Class D Fe	pursuant to KRS 224.1-410(10) and 902 KAR 47 lony under KRS 224.99-010.	7:200. F	ailure t	to prop	
	1) Is the property currently contaminated by the pr					
	2) If no, has the property been professionally decor contamination?	taminated from methamphetamine				
	Explain:					
	ISCELLANEOUS		N/A	YES	NO	UN- KNOWN
а.	Are you aware of any existing or threatened legal ac	tion affecting this property?				
eller Ir	nitials Date/Time	Page 4 of 6 Buyer	Initials		Dat	e/Time
eller Ir	uriais Data/Tima	C Form 402 <i>[04/2022]</i> 12/2019)12/2022 Buyer	Initials		Dat	e/Time

b.	Are there any assessments other than pro (e.g. sewer assessments)?	perty assessr	nents that apply to this property				
с.	Are you aware of any violations of local, st	tate, or feder	al laws, codes, or ordinances relating to				
	this property? Are there any <u>transferable</u> warranties <u>to be</u>	o possed onl	3				
d.	Explain:	e passeu on	<u> </u>				
e.	Has this house ever been damaged by fire	or other disa	ster?				
f.	Explain: Are you aware of the existence of mold or	other fungic	on the property?				
g.	Has this house ever had pets living in it?	other rangi e	in the property:				
	Explain:			7.			
h.	Is this house in a historic district or listed of	on any registr	y of historic places?				
13.	ADDITIONAL INFORMATION			N/A	YES	NO	KNON
Dογ	ou know anything else about the property t	that that shou	uld be disclosed to the Buyer?				
		<u>⊗</u>					
_							
			<u>~</u>				
	8						
14. 9	ELLER(S) CERTIFICATION (CHOOSE ONE)	(N 1988					
	As Seller(s) I / we hereby certify that t	he informati	on disclosed above is complete and acc	urate to t	he bes	t of my	/ 01
	wledge and belief. I / we agree to immedia osing.	ately notify E	Buyer in writing of any changes that be	ome knov	wn to r	ne / us	pri
	r Signature	Date	Seller Signature			ate	
[X]			[X]				
	a a della de						
	As Seller(s) I / we hereby certify that r			I Company		print r	
				i / we iu			
	r Signature	esentations t	/ us at my / our direction and request. hat appear on this form, in accordance	with KRS		N(9).	,
100116			hat appear on this form, in accordance	with KRS			
	77	Date Date	hat appear on this form, in accordance Seller Signature	with KRS		0(9). ate	
[X]	2)		hat appear on this form, in accordance	with KRS			
<u>[X]</u>	As Seller(s) I / we refuse to complete t	Date	Seller Signature [X] acknowledge that the Real Estate Agen		D	ate	
[X]	3	Date	Seller Signature acknowledge that the Real Estate Agen Seller Signature		form t	ate	
Selle	As Seller(s) I / we refuse to complete t	Date	Seller Signature [X] acknowledge that the Real Estate Agen		form t	ate he Buy	
Selle	As Seller(s) I / we refuse to complete t	Date his form and Date	Seller Signature [**] acknowledge that the Real Estate Agen Seller Signature [**]		form t	ate he Buy	
Selle (X)	As Seller(s) I / we refuse to complete t r Signature	Date his form and Date	Seller Signature [**] acknowledge that the Real Estate Agen Seller Signature [**]	t will so in	oform t	ate he Buy	
Selle (X)	As Seller(s) I / we refuse to complete to r Signature The Seller(s) refuse(s) to complete this	his form and Date	Seller Signature [***] acknowledge that the Real Estate Agent Seller Signature [***] cknowledge such refusal. Principal Broker / Real Estate Agent [***]	t will so in	oform t	he Buy	
Selle (X) Prin	As Seller(s) I / we refuse to complete to r Signature The Seller(s) refuse(s) to complete this sipal Broker / Real Estate Agent Print Name	his form and Date	seller Signature [**] acknowledge that the Real Estate Agen Seller Signature [**] cknowledge such refusal. Principal Broker / Real Estate Agen [**]	t will so in	oform t	he Buy ate	
Selle (X) Prin	As Seller(s) I / we refuse to complete to r Signature The Seller(s) refuse(s) to complete this sipal Broker / Real Estate Agent Print Name	his form and Date form or to a	seller Signature [**] acknowledge that the Real Estate Agen Seller Signature [**] cknowledge such refusal. Principal Broker / Real Estate Agen [**] Page 5 of 6 Buy	t will so in	oform t	he Buy ate ate	ver.

ROPERTY ADDRESS:			12 - 1282
The Buyer(s) here	eby certifies they have rece	eived a copy of this Seller's Disclosure	of Property form <u>.</u>
Buyer Signature	Date	Buyer Signature	Date
[X]		[X]	

Seller Initials

Date/Time

Page 6 of 6

Date/Time

Seller Initials

Date/Time

KREC Form 402[04/2022] [12/2019]12/2022 Buyer Initials

Buyer Initials

Date/Time



Public Protection Cabinet Mayo-Underwood Building 500 Mero Street 2NE09 Frankfort, Kentucky 40601 (502) 564-7760 http://krec.ky.gov



SELLER'S DISCLOSURE OF PROPERTY CONDITION

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

- 1. Residential purchases of new construction homes if a warranty is provided; or

3. A court supervised foreclosure				
As a Seller, you are asked to disclose what you know about the property you are selling. Your answ				
must be based on the best of your knowledge of the property you are selling, however and wher	ever you ga	ined th	at knov	vledge.
Please take your time to answer these questions accurately and completely.				
Property Address				
	1			
City State	Zip			
PURPOSE OF DISCLOSURE FORM: Completion of this form shall satisfy the requirements of KRS 324	1.360 that m	andate	s the "s	eller's
disclosure of conditions" relevant to the listed property. This disclosure is based on the Seller				
condition and the improvements thereon, however that knowledge was gained. This disclosure	form shall n	ot be a	warra	nty by
the Seller or real estate agent and shall not be used as a substitute for an inspection or warranty	•		-	
obtain. This form is a statement of the conditions and other information about the property know				
advised, the Seller does not possess any expertise in construction, architecture, engineering, or an				
the construction or condition of the property or the improvements on it. Unless otherwise adviso				
any inspection of generally inaccessible areas such as the foundation or roof. The Buyer is encor professional inspections of this property.	uraged to or	otain ni	s or ne	rown
[] to				
INSTRUCTIONS TO THE SELLER(S): (1) Answer every question truthfully. (2) Report all known co		-		
regardless of how you know about them or when you learned. (3) Attach additional pages, if ned	•		_	
the date and time of signing. (4) Complete this form yourself or sign the authorization at the end of assets a grant to complete this form on your hehalf in accordance with KRS 334 350(9). (5) If an item.				
estate agent to complete this form on your behalf in accordance with KRS 324.360(9). (5) If an item mark "not applicable." (6) If you truthfully do not know the answer to a question, mark "unknow.				
to closing that changes one or more of your answers to this form after you have completed and			-	
your agent or any potential buyer of the change in writing.	abimicoa ic,	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	andtery	,
	rtu This info		- i- *	
SELLER'S DISCLOSURE: As Seller(s), I / we disclose the following information regarding the prope accurate to the best of my / our knowledge as of the date signed. Seller(s) authorize(s) the real e				
this statement to any person or entity in connection with actual or anticipated sale of the prope				
law. The following information is not the representation of the real estate agent.	11, 01 45 011	101 10130	provid	ennvi
	معموماه ام			ed by
Answer all questions to the <u>BEST OF YOUR KNOWLEDGE</u> . Attach addition				<i>,</i>
1. PRELIMINARY DISCLOSURES	N/A	YES	NO	LIN- ICHOWN
PRELIMINARY DISCLOSURES Have you ever lived in the house? If yes, please indicate the length of time:				/.
a. Have you ever lived in the house? If yes, please indicate the length of time: b. List the date (month / year) you purchased the house.	N/A	YES	NO	LIN- ICHOWN
a. Have you ever lived in the house? If yes, please indicate the length of time: b. List the date (month / year) you purchased the house. c. Do you own the property as (an) individual(s) or as representative(s) of a company?	N/A	YES	NO	LIN- KNOWN
a. Have you ever lived in the house? If yes, please indicate the length of time: b. List the date (month / year) you purchased the house. c. Do you own the property as (an) individual(s) or as representative(s) of a company? Explain:	N/A	YES	NO	LIN- ICNOWIN
a. Have you ever lived in the house? If yes, please indicate the length of time: b. List the date (month / year) you purchased the house. c. Do you own the property as (an) individual(s) or as representative(s) of a company? Explain: d. Has the house been used as a rental? If yes, length of time rented?	N/A	YES	NO	UN- ISHOWN
a. Have you ever lived in the house? If yes, please indicate the length of time: b. List the date (month / year) you purchased the house. c. Do you own the property as (an) individual(s) or as representative(s) of a company? Explain: d. Has the house been used as a rental? If yes, length of time rented? e. Has this house ever been vacant (not lived-in) for more than three (3) consecutive months?	N/A	YES	NO	LUN- IXNOVIN
a. Have you ever lived in the house? If yes, please indicate the length of time: b. List the date (month / year) you purchased the house. c. Do you own the property as (an) individual(s) or as representative(s) of a company? Explain: d. Has the house been used as a rental? If yes, length of time rented?	N/A	YES	NO	UN- ISHOWN
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KREC Form 402 12/2022

Seller Initials Date/Time

Buyer Initials

Date/Time

VVITOT	ther or not they have been corrected, state whether there have been problems affecting	r.	N/A	YES	NO	UN
	Plumbing	j,		TE3		KSHO
	Electrical system			<u> </u>	<u> </u>	
	Appliances			-	$\stackrel{ ext{\tiny H}}{=}$	
	Ceiling and attic fans			ö	ä	
			-	-		
	Security system					
	Sump pump					
_	Chimneys, fireplaces, inserts	-				_ [
	Pool, hot tub, sauna					_ [
	Sprinkler system					[
	Heating system age of system:					[
	Cooling/air conditioning system age of system:					
	Water heater age of system:					
TC USA	e explain any deficiencies noted in this Section and/or corrections or repairs to resolve the	iese probin				
3. BUI	ILDING STRUCTURE		N/A	YES	NO	KONK
	Whether or not they have been corrected, state whether there have been problems aff	ecting:				I/U9
	1) The foundation or slab					
	2) The structure or exterior veneer					
	3) The floors and walls					
	4) The doors and windows		$\overline{}$	-		Ť
	1) Has the basement ever leaked?				$\overline{}$	i
	2) If so, when did the basement last leak?		//			
	3) Have you ever had any repairs done to the basement?					(
	4) If you have had basement leaks repaired, when was the repair done?	-				
	5) If the basement presently leaks, how often does it leak? (e.g., every time it rains, only	after an e	extreme	ly heav	v rain	etc
	Explain:	dicci bire	TAG CITIC	iy iicat	y 10111,	
	Have you experienced, or are you aware of, any water or drainage problems in the craw	d space2				
	Are you aware of any damage to wood due to moisture or rot?	spaces			븜	
				ш		
0	Are you aware of any present or past wood infestation (e.g., termites, borers, carpente fungi, etc.)?	r ants,				(
	Are you aware of any damage due to wood infestation?					[
	1) Has the house or any other improvement been treated for wood infestation?		-	픕		1
	2) If yes, by whom?	110000				
	3) Is there a warranty?					
lease	e explain any deficiencies noted in this Section and/or corrections or repairs to resolve th	ose proble	ems:	2	à	
. ROC			N/A	YES	NO	KINK
	How old is the roof covering? Age of the roof if known:					
	Has the roof leaked at any time since you have owned or lived at the property?					
	Has the roof leaked at any time before you owned or lived at the property?					Ε
d. \	When was the last time the roof leaked?		8		-	
e. H	Have you ever had any repairs done to the roof?	58				(
	10		10			
ller In	Page 2 of 5 nitials Date/Time	Buver	Initials		Dat	te/Ti
net III					Dat	
	nitials Date/Time KREC Form 402 12/2022	Dinion	Initials		Dat	- 7

POI	PERTY ADDRESS:				15	
f.	Have you ever had the roof replaced?					
••	If so, when?					
g.	If the roof presently leaks, how often does it leak? (e.g., e	very time it rains only after an extrem	elv heav	/ rain e	etc)	
	Explain:	very time it rains, only after all extrem	icly fleav	y rain, c		
h.	Have you ever had roof repairs that involved placing shin	gles on the roof instead of replacing				
Plea	the entire roof covering? If so, when? ase explain any deficiencies noted in this Section and/or cor	rections or renairs to resolve those pro	hlame			
100	see explain any deficiences noted in this section and/or cor	ections of repairs to resolve those pro	DIETTIS.			
5. L/	AND / DRAINAGE		N/A	YES	NO	KNO
a.	Whether or not they have been corrected, state whether	there have been problems affecting:				
	1) Soil stability					
	2) Drainage, flooding, or grading					
	3) Erosion					
	4) Outbuildings or unattached structures					
I-	Is the house located within a Special Flood Hazard Area (FHA) mandating the purchase of floor	1 =			_
b.	insurance for federally backed mortgages?	, , , , , , , , , , , , , , , , , , , ,	, _□			
	If so, what is the flood zone?					
c.	Is there a retention / detention basin, pond, lake, creek, s this property?	pring, or water shed on or adjoining				[
lea	ise explain any deficiencies noted in this Section and/or con	ections or repairs to resolve those pro	olems:			
R	OUNDARIES	10/10/10/10	N/A	YES	NO	L
a.	Have you ever had a staked or pinned survey of the prope	erty performed?	N/A	TE3		KN
	Are you in possession of a copy of any survey of the prope			-	<u> </u>	(
b.	Are the boundaries marked in any way?	ertys				(
C.		·				ι
_	Explain:					_
d.	Do you know the boundaries? Explain:					[
_	<u> </u>	alatina ta tha annuari O				_
e.	Are there any encroachments or unrecorded easements r Explain:	elating to the property?				
W	/ATER		N/A	YES	NO	U
a.			МА	IES	IAO	KN
b.	Are you aware of below normal water supply or water pre	Course				
с.	Has your water ever been tested? If so, attach the results			 -		
С.	Explain:	от ехрівіт.			Land	
. SE	EWER SYSTEM		N/A	YES	NO	U
a.	Property is serviced by:		11/1	123	140	KING
	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 (H	OME PACKAGE PLANT				= [
	Category V: Septic Tank with drain field, lagoon, wetlan			<u> </u>	\dashv	
	Category V: Septic Tank with dispersal to an offsite, mu	•		<u> </u>	-	
	7. Category VII: No Treatment/Unknown	in property closter treatment system		<u> </u>	\dashv	
	Name of Servicer:					
b.	For properties with Category IV, V, or VI systems					
	Date of last inspection (sewer):					
	Date of last inspection (sewer).	Date last cleaned (septic):		- 62		
C.	Are you aware of any problems with the sewer system?	oute last dealled (septic).				
ller	Pag Initials Date/Time	e 3 of 5	er Initials		Dat	e/Ti
	- Wasa					
atler	Initials Date/Time KREC Form	1 402 12/2022 Buye	er Initials		Dat	e/Tin

Plea	ose explain any deficiencies noted in this Section:		-		
9. C	ONSTRUCTION / REMODELING	N/A	YES	NO	
a.	Have there been any additions, structural modifications, or other alterations made?				KNI
b.	If so, were all necessary permits and government approvals obtained?				
	Explain:				
10.1	HOMEOWNERS ASSOCIATION (HOA)	N/A	YES	NO	-
a.	1) Is the property subject to any restrictions, rules, or regulations of a Homeowners Association?				ION
٠.	2) If yes, what is the annual or monthly assessment?				-
	3) HOA Name:				
	HOA Primary Contact Name:				
	HOA Primary Contact Phone No. and email address:				
b.	Is the property a condominium?		_		
<u>.</u>	If yes, you must also complete KREC Form 404, the Condominium Seller's Certificate				
_					
с.	Are you aware of any condition or legal action that may result in an increase in dues, taxes or assessments?				
d.	Are any features of the property shared in common with adjoining landowners, such as walls, fences, driveways, etc.?				
e.	Are there any pet or rental restrictions?				
	Explain:				
1 6	HAZARDOUS CONDITIONS	21/2	1456	410	
 I		N/A	YES	NO	K
a.	Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns, or abandoned wells on the property?				
o.	Are you aware of any other environmental hazards? (e.g., carbon monoxide, hazardous waste, water contamination, asbestos, the use of urea formaldehyde, etc.)				
c.	property may present exposure to lead from lead-based paint, which may cause certain health ris Was this house built before 1978?	ks.			9.8
d.	Are you aware of the existence of lead-based paint in or on this house?				
	RADON DISCLOSURE REQUIREMENT				
eal	on is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient th risks, including lung cancer. The Kentucky Department for Public Health recommends radon test chfs.ky.gov and search "radon."				
e.	1) Are you aware of any testing for radon gas?				- 1
	2) If yes, what were the results?				
f.	1) Is there a radon mitigation system installed?				
	2) If yes, is it functioning properly?				
ritt	METHAMPHETAMINE CONTAMINATION DISCLOSURE REQUIREMENT operty owner who chooses NOT to decontaminate a property used in the production of mether disclosure of methamphetamine contamination pursuant to KRS 224.1-410(10) and 902 KAR 4 ose methamphetamine contamination is a Class D Felony under KRS 224.99-010.				
g.	1) Is the property currently contaminated by the production of methamphetamine?				(
	If no, has the property been professionally decontaminated from methamphetamine contamination?				ı
	Explain:				_
2. N	MISCELLANEOUS	N/A	YES	NO	KW
Э.	Are you aware of any existing or threatened legal action affecting this property?				
э.	Are there any assessments other than property assessments that apply to this property (e.g. sewer assessments)?				١
	Page 4 of 5				
ler I		Initials		Dat	e/T
	Initials Date/Time Buyer	Initials Initials		Date Date	

ć ·	cal, state, or feder	al laws, codes, or ordinances relating to				_
this property?				_	_	
d. Are there any transferable warranties Explain:	s?			_		
e. Has this house ever been damaged b	ov fire or other disa	ster?				_
Explain:	,					
f. Are you aware of the existence of mo	old or other fungi o	n the property?				
g. Has this house ever had pets living in				一		
Explain:		1193	-			
h. Is this house in a historic district or lis	sted on any registr	of historic places?		Ö		
13. ADDITIONAL INFORMATION			N/A	YES	NO	UN-
Do you know anything else about the property that that should be disclosed to the Buyer?						KHOW
If yes, please provide details in the space p						
		on disclosed above is complete and ass	urata to t	he hec	t of my	/ 01
14. SELLER(S) CERTIFICATION (CHOOSE ONE) As Seller(s) I / we hereby certify knowledge and belief. I / we agree to im to closing.	that the informati	on disclosed above is complete and acc Buyer in writing of any changes that be				
☐ As Seller(s) I / we hereby certify knowledge and belief. I / we agree to im	that the informati	•		wn to r		
As Seller(s) I / we hereby certify knowledge and belief. I / we agree to im to closing. Seller Signature As Seller(s) I / we hereby certify has completed this form with information.	Date that my / our Rean provided by me	Seller Signature Estate Agent, / us at my / our direction and request.	I / we fu	D crther a	me / us	prio
As Seller(s) I / we hereby certify knowledge and belief. I / we agree to im to closing. Seller Signature	Date that my / our Rean provided by me	Seller Signature Estate Agent,/ us at my / our direction and request.	I / we fu	orther a	me / us	prio
As Seller(s) I / we hereby certify knowledge and belief. I / we agree to im to closing. Seller Signature As Seller(s) I / we hereby certify has completed this form with information the above-named agent harmless for any Seller Signature	that the information mediately notify E Date that my / our Real notify me representations to Date	Seller Signature Seller Signature Estate Agent, / us at my / our direction and request. hat appear on this form, in accordance	I / we ful with KRS	rther a 324.36	ne / us ate (print r gree to 0(9).	prio
As Seller(s) I / we hereby certify knowledge and belief. I / we agree to im to closing. Seller Signature As Seller(s) I / we hereby certify has completed this form with information the above-named agent harmless for any Seller Signature As Seller(s) I / we refuse to comp	that the information mediately notify E Date that my / our Real notify me representations to Date	Seller Signature Seller Signature Estate Agent, / us at my / our direction and request. hat appear on this form, in accordance Seller Signature	I / we ful with KRS	orther a 324.36	ne / us ate (print r gree to 0(9).	ame hol
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As Seller(s) I / we hereby certify knowledge and belief. I / we agree to im to closing. Seller Signature As Seller(s) I / we hereby certify has completed this form with information the above-named agent harmless for any Seller Signature As Seller(s) I / we refuse to complete Signature The Seller(s) refuse(s) to complete Principal Broker / Real Estate Agent Print Note that the seller(s) hereby certification.	that the information imediately notify E Date Date that my / our Read no provided by me representations to Date Date Date te this form and Date te this form or to a lame les they have received.	Seller Signature Estate Agent, / us at my / our direction and request. hat appear on this form, in accordance Seller Signature acknowledge that the Real Estate Agent Seller Signature cknowledge such refusal. Principal Broker / Real Estate Agent ved a copy of this Seller's Disclosure of Buyer Signature	I / we furwith KRS	orther a 324.36 Doform t	me / us tate (print r gree to 0(9). ate the Buy ate	pric