



SELLER'S DISCLOSURE AND
CONDITION OF PROPERTY ADDENDUM
(Residential)

1 SELLER: _____

2 PROPERTY: _____

3

4 1. NOTICE TO SELLER.

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach
6 additional sheets if space is insufficient for all applicable comments. SELLER agrees to disclose to
7 BUYER all material defects, conditions and facts KNOWN TO SELLER which may materially affect the
8 value of the Property. Non-occupant SELLERS are not relieved of this obligation. This disclosure
9 statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers
10 and buyers will rely on this information.

11

12 2. NOTICE TO BUYER.

13 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not
14 a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any
15 kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

16

17 3. OCCUPANCY.

18 Approximate age of Property? _____ How long have you owned? _____

19 Does SELLER currently occupy the Property? Yes [] No []

20 If "No", how long has it been since SELLER occupied the Property? _____ years/months

21

22 4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH
23 SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

24 (a) Any fill or expansive soil on the Property? Yes [] No []

25 (b) Any sliding, settling, earth movement, upheaval or earth stability problems
26 on the Property? Yes [] No []

27 (c) The Property or any portion thereof being located in a flood zone, wetlands
28 area or proposed to be located in such as designated by FEMA which
29 requires flood insurance? Yes [] No []

30 (d) Any drainage or flood problems on the Property or adjacent properties? Yes [] No []

31 (e) Any flood insurance premiums that you pay? Yes [] No []

32 (f) Any need for flood insurance on the Property? Yes [] No []

33 (g) Any boundaries of the Property being marked in any way? Yes [] No []

34 (h) The Property having had a stake survey? If "Yes", attach copy. Yes [] No []

35 (i) Any encroachments, boundary line disputes, or non-utility easements
36 affecting the Property? Yes [] No []

37 (j) Any fencing on the Property? Yes [] No []

38 If "Yes", does fencing belong to the Property? N/A [] Yes [] No []

39 (k) Any diseased, dead, or damaged trees or shrubs on the Property? Yes [] No []

40 (l) Any gas/oil wells, lines or storage facilities on Property or adjacent
41 property? Yes [] No []

42 (m) Any oil/gas leases, mineral, or water rights tied to the Property? Yes [] No []

43 If any of the answers in this section are "Yes" (except h), explain in detail (attach other
44 documentation): _____

45 _____

46 _____

47 _____

48 **5. ROOF.**

- 49 (a) Approximate Age: _____ years Unknown Type: _____
- 50 (b) Have there been any problems with the roof, flashing or rain gutters? Yes No
- 51 If "Yes", what was the date of the occurrence? _____
- 52 (c) Have there been any repairs to the roof, flashing or rain gutters? Yes No
- 53 Date of and company performing such repairs _____ / _____
- 54 (d) Has there been any roof replacement? Yes No
- 55 If "Yes", was it: Complete or Partial
- 56 (e) What is the number of layers currently in place? _____ layers or Unknown.

57 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**

58 **and other documentation):** _____

59 _____

60 _____

61 _____

62 _____

63 **6. INFESTATION. ARE YOU AWARE OF:**

- 64 (a) Any termites, wood destroying insects, or **other** pests on the Property? Yes No
- 65 (b) Any damage to the Property by termites, wood destroying insects or **other**
- 66 pests? Yes No
- 67 (c) Any termite, wood destroying insects or **other** pest control treatments on the
- 68 Property in the last five years? Yes No
- 69 If "Yes", list company, **when and where** treated _____
- 70 (d) Any current warranty, bait stations or other treatment coverage by a licensed
- 71 pest control company on the Property? Yes No
- 72 If "Yes", the annual cost of service renewal is \$_____ and the time
- 73 remaining on the service contract is _____. **(Check one)** The treatment
- 74 system stays with the Property or the treatment system is subject to removal by the
- 75 treatment company if annual service fee is not paid.

76 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**

77 **and other documentation):** _____

78 _____

79 _____

80 _____

81 _____

82 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS. ARE YOU AWARE OF:**

- 83 (a) Any movement, shifting, deterioration, or other problems with walls,
- 84 foundations, crawl space or slab? Yes No
- 85 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 86 crawl space, basement floor or garage? Yes No
- 87 (c) Any corrective action taken including, but not limited to piercing or bracing? .. Yes No
- 88 (d) Any water leakage or dampness in the house, crawl space or basement? Yes No
- 89 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- 90 (f) Any problems with driveways, patios, decks, fences or retaining walls on
- 91 the Property? Yes No
- 92 (g) Any problems with fireplace and/or chimney? Yes No
- 93 Date of last cleaning? _____
- 94 (h) Does the Property have a sump pump? Yes No
- 95 If "Yes", location: _____
- 96 (i) Any repairs or other attempts to control the cause or effect of any problem
- 97 described above? Yes No

98 If any of the answers in this section are "Yes" (except h), explain in detail (attach all warranty
99 information and other documentation): _____
100 _____
101 _____
102 _____
103 _____

104 **8. ADDITIONS AND/OR REMODELING.**

- 105 (a) Are you aware of any additions, structural changes, or other material
106 alterations to the Property? Yes No
107 If "Yes", explain in detail: _____
108 _____
- 109 (b) If "Yes", were all necessary permits and approvals obtained, and was all
110 work in compliance with building codes? N/A Yes No
111 If "No", explain in detail: _____
112 _____

113 **9. PLUMBING RELATED ITEMS.**

- 114 (a) What is the drinking water source? Public Private Well Cistern
115 If well water, state type _____ depth _____
116 diameter _____ age _____
- 117 (b) If the drinking water source is a well, when was the water last checked for
118 safety and what was the result of the test? _____
- 119 (c) Is there a water softener on the Property? Yes No
120 If "Yes", is it: Leased Owned?
- 121 (d) Is there a water purifier system? Yes No
122 If "Yes", is it: Leased Owned?
- 123 (e) What type of sewage system serves the Property? Public Sewer Private Sewer
124 Septic System Cesspool Lagoon Other _____
- 125 (f) The location of the sewer line clean out trap is: _____
- 126 (g) Is there a sewage pump on the septic system? N/A Yes No
- 127 (h) Is there a grinder pump system? Yes No
- 128 (i) If there is a privately owned system, when was the septic tank, cesspool, or sewage
129 system last serviced? _____ By whom? _____
- 130 (j) Is there a sprinkler system? Yes No
131 Does sprinkler system cover full yard and landscaped areas? N/A Yes No
132 If "No", explain in detail: _____
- 133 (k) Are you aware of any leaks, backups, or other problems relating to any of the,
134 plumbing, water, and sewage related systems? Yes No
- 135 (l) Type of plumbing material currently used in the Property:
136 Copper Galvanized Other _____
137 The location of the main water shut-off is: _____
- 138 (m) Is there a back flow prevention device on the lawn sprinkling system,
139 sewer or pool? N/A Yes No

140 If your answer to (k) in this section is "Yes", explain in detail (attach available
141 documentation): _____
142 _____
143 _____
144 _____
145 _____

146 **10. HEATING AND AIR CONDITIONING.**

147 (a) Does the Property have air conditioning? Yes No
148 Central Electric Central Gas Heat Pump Window Unit(s)
149 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
150 1. _____
151 2. _____

152 (b) Does the Property have heating systems? Yes No
153 Electric Fuel Oil Natural Gas Heat Pump Propane
154 Fuel Tank Other _____
155 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
156 1. _____
157 2. _____

158 (c) Are there rooms without heat or air conditioning? Yes No
159 If "Yes", which room(s)? _____

160 (d) Does the Property have a water heater? Yes No
161 Electric Gas Solar
162 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
163 1. _____
164 2. _____

165 (e) Are you aware of any problems regarding these items? Yes No
166 If "Yes", explain in detail: _____
167 _____
168 _____
169 _____

171 **11. ELECTRICAL SYSTEM.**

172 (a) Type of material used: Copper Aluminum Unknown
173 (b) Type of electrical panel(s): Breaker Fuse
174 Location of electrical panel(s): _____
175 Size of electrical panel (total amps), if known: _____
176 (c) Are you aware of any problem with the electrical system? Yes No
177 If "Yes", explain in detail: _____
178 _____
179 _____

181 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

182 (a) Any underground tanks on the Property? Yes No
183 (b) Any landfill on the Property? Yes No
184 (c) Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No
185 (d) Any testing for any of the above-listed items on the Property? Yes No
186 (e) Any testing for radon on the Property? Yes No
187 (f) Any testing for mold on the Property? Yes No
188 (g) Any other environmental issues? Yes No
189 (h) Any methamphetamine or controlled substances ever being
190 used or manufactured on the Property? Yes No
191 **(In Missouri, a separate disclosure is required if methamphetamine or**
192 **other controlled substances have been present on or in the Property.)**

193 If any of the answers in this section are "Yes", explain in detail (attach test results and other
194 documentation): _____
195 _____
196 _____
197 _____
198 _____

- 199 **13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**
- 200 (a) Any current/pending bonds, assessments, or special taxes that
201 apply to Property? Yes No
202 If "Yes", what is the amount? \$ _____
- 203 (b) Any condition or proposed change in your neighborhood or surrounding
204 area or having received any notice of such? Yes No
- 205 (c) The Property being subject to covenants, conditions, and restrictions of a
206 Homeowner's Association or subdivision restrictions? Yes No
- 207 (d) Any violations of such covenants and restrictions? N/A Yes No
- 208 (e) The Homeowner's Association imposing its own transfer fee and/or
209 initiation fee when the Property is sold? N/A Yes No
210 If "Yes", what is the amount? \$ _____
- 211 (f) Any defect, damage, proposed change or problem with any
212 common elements or common areas? Yes No
- 213 (g) Any condition or claim which may result in any change to
214 assessments or fees? Yes No
- 215 (h) Any streets that are privately owned? Yes No
- 216 (i) The Property being in a historic, conservation or special review district that
217 requires any alterations or improvements to the Property be approved by a
218 board or commission? Yes No
- 219 (j) The Property being subject to tax abatement? Yes No
- 220 (k) The Property being subject to a right of first refusal? Yes No

221 If any of the answers in this section are "Yes" (except c and e), explain in detail (attach other
222 documentation): _____
223 _____
224 _____
225 _____

226 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____
227 payable yearly semi-annually monthly quarterly, sent to _____ and
228 such includes: _____

229 Homeowner's Association/Management Company contact name, phone number, website, or email
230 address: _____
231 _____
232 _____
233 _____

- 234 **14. PRE-INSPECTION (INSPECTION DONE IN PREPARATION OF LISTING THE PROPERTY).**
- 235 (a) Has Property been pre-inspected? Yes No
236 If "Yes", attach copy of inspection report consisting of _____ number of pages.

- 237 **15. OTHER MATTERS. ARE YOU AWARE OF:**
- 238 (a) Any of the following?
239 Party walls Common areas Easement Driveways Yes No
- 240 (b) Any fire damage to the Property? Yes No
- 241 (c) Any liens, other than mortgage(s)/deeds of trust currently on the Property? . Yes No
- 242 (d) Any violations of laws or regulations affecting the Property? Yes No
- 243 (e) Any other conditions that may materially affect the value
244 or desirability of the Property? Yes No
- 245

- 246 (f) Any other condition, including but not limited to financial, that may prevent
247 you from completing the sale of the Property? Yes No
- 248 (g) Any general stains or pet stains to the carpet, the flooring or sub-flooring? .. Yes No
- 249 (h) Having keys for all exterior doors, including garage doors to the Property? .. Yes No
- 250 List locks without keys _____
- 251 (i) Any violations of zoning, setbacks or restrictions, or non-conforming uses? . Yes No
- 252 (j) Any unrecorded interests affecting the Property? Yes No
- 253 (k) Anything that would interfere with giving clear title to the BUYER? Yes No
- 254 (l) Any existing or threatened legal action pertaining to the Property? Yes No
- 255 (m) Any litigation or settlement pertaining to the Property? Yes No
- 256 (n) Any added insulation since you have owned the Property? Yes No
- 257 (o) Having replaced any appliances that remain with the Property in the
258 past five years? Yes No
- 259 (p) Any transferable warranties on the Property or any of its
260 components?..... Yes No
- 261 (q) Having made any insurance or other claims pertaining to the Property
262 in the past 5 years? Yes No
- 263 If "Yes", were repairs from claim(s) completed? N/A Yes No
- 264 (r) Any use of synthetic stucco on the Property? Yes No

265 **If any of the answers in this section are "Yes" (except h), explain in detail:** _____

266 _____

267 _____

268 _____

269 _____

270 _____

271 _____

272 **16. UTILITIES.** Identify the name and phone number for utilities listed below.

273 Electric Company Name: _____ Phone # _____

274 Gas Company Name: _____ Phone # _____

275 Water Company Name: _____ Phone # _____

276 _____

277 **17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

278 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's

279 Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other

280 promotional material, provides for what is included in the sale of the Property. Items listed in the

281 "Additional Inclusions" or "Exclusions" in Subparagraphs 1a and 1b of the Contract supersede the

282 Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional

283 Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is

284 not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph

285 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the

286 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements

287 on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free

288 and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to

289 Property are expected to remain with Property.

290 _____

291 "OS" = Operating and Staying with the Property (any item that is performing its intended
 292 function).
 293 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an
 294 Unacceptable Condition.
 295 "NA" = Not applicable (any item not present).
 296 "NS" = Not staying with the Property (item should be identified as "NS" below and
 297 addressed as an exclusion in the Contract).

298	___ Air Conditioning Window Units, # ___	Kitchen Appliances	___ Propane Tank
299	___ Air Conditioning Central System	___ Cooktop ___ Elec. ___ Gas	___ Owned ___ Leased
300	___ Attached Audio/Visual Equipment	___ Dishwasher	___ Security System
301	___ Attic Fan	___ Disposal	___ Owned ___ Leased
302	___ Ceiling Fans, # ___	___ Freezer	___ Smoke Detector(s), # ___
303	___ Central Vac and Attachments	Location _____	___ Spa/Hot Tub
304	___ Doorbell	___ Ice maker	___ Spa/Sauna
305	___ Electric Air Cleaner or Purifier	___ Microwave Oven	___ Spa Equipment
306	___ Exhaust Fan(s) – Baths	___ Oven	___ Sprinkler System
307	___ Fireplace Heat Re-circulator	___ Elec. ___ Gas ___ Convection	___ Sprinkler System Back Flow Valve
308	___ Fireplace Insert	___ Refrigerator (#1)	___ Sprinkler System Auto Timer
309	___ Fireplace Gas Logs	Location _____	___ Statuary/Yard Art
310	___ Fireplace Gas Starter	___ Refrigerator (#2)	___ Sump Pump
311	___ Fireplace – Wood Burning Stove	Location _____	___ Swimming Pool
312	___ Fountain(s)	___ Trash Compactor	___ Swimming Pool Heater
313	___ Furnace/Heat Pump/Other Htg System	___ Laundry - Washer	___ Swimming Pool Equipment
314	___ Garage Door Opener(s)	___ Laundry - Dryer	___ TV Antenna/Receiver/Satellite Dish
315	___ Garage Door Transmitter(s), # ___	Mounted Entertainment Equipment	___ Owned ___ Leased
316	___ Gas Grill	___ Item #1 _____	___ Water Softener and/or Purifier
317	___ Gas Yard Light	Location _____	___ Owned ___ Leased
318	___ Humidifier	___ Item #2 _____	___ Other _____
319	___ Intercom	Location _____	___ Other _____
320	___ Other _____	___ Item #3 _____	___ Other _____
321	___ Other _____	Location _____	___ Other _____
322			

323
 324 Disclose any material information and describe any significant repairs, improvements or alterations to the
 325 Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any
 326 repair estimates, reports, invoices, notices or other documents describing or referring to the matters
 327 revealed herein: _____
 328 _____
 329 _____

330
 331 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the
 332 foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure
 333 Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting
 334 SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and
 335 salespeople. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any**
 336 **information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will**
 337 **promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER**
 338 **initial and date any changes and/or attach a list of additional changes. If attached, # _____ of**
 339 **pages).**

340
 341 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
 342 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
 343 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
 344

345
 346
 347 _____
 348 **SELLER** **DATE** **SELLER** **DATE**

349 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 350
- 351 1. I understand and agree the information in this form is limited to information of which SELLER has
- 352 actual knowledge and SELLER need only make an honest effort at fully revealing the information
- 353 requested.
- 354 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s)
- 355 or agents concerning the condition or value of the Property.
- 356 3. I agree to verify any of the above information, and any other important information provided by
- 357 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an
- 358 independent investigation of my own. I have been specifically advised to have Property examined by
- 359 professional inspectors.
- 360 4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in
- 361 Property.
- 362 5. I specifically represent there are no important representations concerning the condition or value of
- 363 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing
- 364 and signed by them.

365

366

367

368 **BUYER** **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2012. Last revised 07/11. All previous versions of this document may no longer be valid.