

SUMMARY OF MATERIAL INCORPORATED BY REFERENCE

The “Seller’s Disclosure of Property Condition”, Form 402, is the five-page form that a seller of real property is required to complete before entering into an agreement with a real estate licensee to market the property. KRS 324.360 requires a real estate licensee to present the form to a seller of real property before advertising the property for sale or lease.

“A Guide to Agency Relationships”, Form 400, is the two-page form that serves as a brief overview of real estate brokerage in Kentucky and identifies the different agency relationships that may develop between a real estate licensee and a consumer, prospective client, or client. 201 KAR 11:121 requires real estate licensees to present this form to a prospective client prior to entering a written or contemplated oral agreement to provide real estate brokerage services.

The “Agency Consent Agreement – Buyer”, Form 401B, is the three-page form real estate licensees are required to provide to buyer clients before entering into a written agreement to provide real estate brokerage services. 201 KAR 11:121 requires real estate licensees to complete and deliver the form to the client before they can perform real estate brokerage services for a fee.

The “Agency Consent Agreement – Seller”, Form 401S, is the three-page form real estate licensees are required to provide to seller clients before entering into a written agreement to provide real estate brokerage services. 201 KAR 11:121 requires real estate licensees to complete and deliver the form to the client before they can perform real estate brokerage services for a fee.

SUMMARY OF CHANGES TO MATERIAL INCORPORATED BY REFERENCE

The “Seller’s Disclosure of Property Condition”, Form 402, is the five-page form that a seller of real property is required to complete before entering into an agreement with a real estate licensee to market the property. Throughout the form, the “unknown” column was removed, and a space was added to indicate the property address. A second line for the seller initials and buyer initials was added to the footer of each page. Page 1 was amended to emphasize that the individual(s) completing the form must answer to the best of their knowledge. Amendments to page 1 also included the addition of the commission’s website to the header and the seals for both the Commonwealth of Kentucky and the Kentucky Real Estate Authority. Page 1 was amended to add the length of time the individual completing the form lived in the house. The phrase, “to the best of your knowledge,” was removed from items 1(d)-(f). Page 2 was amended to include the disclosure of corrections and/or repairs to the building structure and house systems sections. Page 3 was amended to include the disclosure of corrections and/or repairs to the roof and land sections. Page 4 was amended to include the disclosure of corrections and/or repairs to the sewer section. Page 5 was amended to re-phrase the question regarding transferrable warranties.

“A Guide to Agency Relationships”, Form 400, is the two-page form that serves as a brief overview of real estate brokerage in Kentucky and identifies the different agency relationships that may develop between a real estate licensee and a consumer, prospective client, or client. Page 1 was amended to emphasize to the prospective client that this form is not a contract. Amendments to page 1 also include instructional verbiage to identify the type of information each blank should

include. An additional blank was added to include the name of the licensee. “As an alternate to Single Agency,” was removed from the paragraph regarding designated agent. Similarly, “as an alternate to Dual Agency,” was removed from the paragraph regarding designated agency. Page 2 was amended to add “time” to the signature block to indicate the specific time the form was signed by the prospective client.

The “Agency Consent Agreement – Buyer”, Form 401B, is the three-page form real estate licensees are required to provide to buyer clients before entering into a written agreement to provide real estate brokerage services. The amendment contemplated the inclusion of lessee(s). Page 1 was amended to separate the form into Part A and Part B. Part A is to be completed prior to entering into a written agreement and must be signed by the buyer(s) or lessee(s). Part B is to be completed at the time the licensee prepares and/or submits an offer to purchase, contract, or lease to the buyer(s) or lessee(s). Page 2 was amended to relocate the section pertaining to the disclosure of a personal, family, or business relationship between the real estate licensee and the other party to the transaction.

The “Agency Consent Agreement – Seller”, Form 401S, is the three-page form real estate licensees are required to provide to seller clients before entering into a written agreement to provide real estate brokerage services. The amendment contemplated the inclusion of lessor(s). Page 1 was amended to separate the form into Part A and Part B. Part A is to be completed prior to entering into a written agreement and must be signed by the seller(s) or lessor(s). Part B is to be completed at the time the licensee presents an offer to purchase, contract, or lease to the seller(s) or lessor(s). Page 2 was amended to relocate the section pertaining to the disclosure of a personal, family, or business relationship between the real estate licensee and the other party to the transaction.



KENTUCKY REAL ESTATE COMMISSION

Public Protection Cabinet
500 Mero Street
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;
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 selling. **Your answers to the questions in this form must be based on your knowledge of the property you are selling, however and whenever you gained that knowledge.** Please take your time to answer these questions accurately and completely.

Property Address

City

State

Zip

PURPOSE OF DISCLOSURE FORM: Completion of this form shall satisfy the requirements of KRS 324.360 that mandates the "seller's disclosure of conditions" relevant to the listed property. This disclosure is based on the Seller's knowledge of the property's condition and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller or real estate agent and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific areas related to the construction or condition of the property or the improvements on it. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. The Buyer is encouraged to obtain his or her own professional inspections of this property.

INSTRUCTIONS TO THE SELLER(S): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself or sign the authorization at the end of this form to authorize the real estate agent to complete this form on your behalf in accordance with KRS 324.360(9). (5) If an item does not apply to your property, mark "not applicable." (6) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify your agent or any potential buyer of the change in writing.

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

Answer all questions to the BEST OF YOUR KNOWLEDGE. Attach additional sheets as necessary.

| 1. PRELIMINARY DISCLOSURES | N/A | YES | NO |
|--|--------------------------|--------------------------|--------------------------|
| a. Have you ever lived in the house? If yes, please indicate the length of time _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. List the date (month / year) you purchased the house. | | | |
| c. Do you own the property as (an) individual(s), a trust, or as representative(s) of a company? Explain: | | | |
| d. Has this house been used as a rental? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Has this house ever been vacant (not lived-in) for more than three (3) consecutive months? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Has this house ever been used for anything other than a residence? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Explain: | | | |
| | | | |
| | | | |
| | | | |

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

Buyer Initials

Date/Time

PROPERTY ADDRESS:**2. HOUSE SYSTEMS**

| Whether or not they have been corrected, state whether there have been problems affecting: | | N/A | YES | NO |
|--|---------------------------------|--------------------------|--------------------------|--------------------------|
| a. | Plumbing | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. | Electrical system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. | Appliances | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. | Ceiling and attic fans | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. | Security system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. | Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. | Chimneys, fireplaces, inserts | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| h. | Pool, hot tub, sauna | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. | Sprinkler system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| j. | Heating system | age of system: | <input type="checkbox"/> | <input type="checkbox"/> |
| k. | Cooling/air conditioning system | age of system: | <input type="checkbox"/> | <input type="checkbox"/> |
| l. | Water heater | age of system: | <input type="checkbox"/> | <input type="checkbox"/> |

Please explain any problems noted in this Section and/or corrections or repairs to resolve those problems:

3. BUILDING STRUCTURE

| | | N/A | YES | NO |
|----|---|--------------------------|--------------------------|--------------------------|
| a. | Whether or not they have been corrected, state whether there have been problems affecting: | | | |
| | 1) The foundation or slab | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 2) The structure or exterior veneer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 3) The floors and walls | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 4) The doors and windows | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. | 1) Has the basement ever leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 2) When was the last time the basement leaked? | | | |
| | 3) Have you ever had any repairs done to the basement? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 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 extremely heavy rain, etc.) | | | |
| | Explain: | | | |
| c. | Have you experienced, or are you aware of, any water or drainage problems in the crawl space? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. | Are you aware of any damage to wood due to moisture or rot? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. | Are you aware of any present or past wood infestation (e.g. termites, borers, carpenter ants, fungi, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. | Are you aware of any damage due to wood infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 1) Has the house or any other improvement been treated for wood infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 2) If yes, by whom? | | | |
| | 3) Is there a warranty? | | | |

Please explain any problems noted in this Section and/or corrections or repairs to resolve those problems:

4. ROOF

| | | N/A | YES | NO |
|----|--|--------------------------|--------------------------|--------------------------|
| a. | How old is the roof covering? (write the age of the roof if known) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. | Has the roof leaked at any time since you have owned or lived at the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. | Has the roof leaked at any time before you owned or lived at the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. | When was the last time the roof leaked? | | | |
| e. | Have you ever had any repairs done to the roof? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. | Have you ever had the roof replaced? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Seller Initials_____
Date/Time_____
Buyer Initials_____
Date/Time_____
Seller Initials_____
Date/Time_____
Buyer Initials_____
Date/Time

PROPERTY ADDRESS:

| | | | |
|---|--|-----------------------------|--------------------------|
| If so, when? | | | |
| g. If the roof presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.) | | | |
| Explain: | | | |
| h. Have you ever had roof repairs that involved placing shingles on the roof instead of replacing the entire roof covering? If so, when? | | <input type="checkbox"/> | <input type="checkbox"/> |
| Please explain any problems noted in this Section and/or corrections or repairs to resolve those problems: | | | |
| | | | |
| 5. LAND / DRAINAGE | | N/A | YES |
| a. Whether or not they have been corrected, state whether there have been problems affecting: | | | |
| 1) Soil stability | | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Drainage, flooding, or grading | | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) Erosion | | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Outbuildings or unattached structures | | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Is the house located within a Special Flood Hazard Area (SFHA) mandating the purchase of flood insurance for federally backed mortgages? | | <input type="checkbox"/> | <input type="checkbox"/> |
| If so, what is the flood zone? | | | |
| c. Is there a retention / detention basin, pond, lake, creek, spring, or water shed on or adjoining this property? | | <input type="checkbox"/> | <input type="checkbox"/> |
| Please explain any problems noted in this Section and/or corrections or repairs to resolve those problems: | | | |
| | | | |
| 6. BOUNDARIES | | N/A | YES |
| a. Have you ever had a staked or pinned survey of the property performed? | | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Are you in possession of a copy of any survey of the property? | | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Are the boundaries marked in any way? | | <input type="checkbox"/> | <input type="checkbox"/> |
| Explain: | | | |
| d. Do you know the boundaries? | | <input type="checkbox"/> | <input type="checkbox"/> |
| Explain: | | | |
| e. Are there any encroachments or unrecorded easements relating to the property? | | <input type="checkbox"/> | <input type="checkbox"/> |
| Explain: | | | |
| 7. WATER | | N/A | YES |
| a. Source of water supply: | | | |
| b. Are you aware of below normal water supply or water pressure? | | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Has your water ever been tested? If so, attach the results or explain. | | <input type="checkbox"/> | <input type="checkbox"/> |
| Explain: | | | |
| 8. SEWER SYSTEM | | N/A | YES |
| a. Property is serviced by: | | | |
| 1. Category I: Public Municipal Treatment Facility | | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Category II: Private Treatment Facility | | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Category III: Subdivision Package Plant | | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Category IV: Single Home Aerobic Treatment System (HOME PACKAGE PLANT) | | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Category V: Septic Tank with drain field, lagoon, wetland, or other onsite dispersal | | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Category VI: Septic Tank with dispersal to an offsite, multi-property cluster treatment system | | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Category VII: No Treatment/Unknown | | <input type="checkbox"/> | <input type="checkbox"/> |
| Name of Servicer: | | | |
| b. For properties with Category IV, V, or VI systems | | | |
| Date of last inspection (sewer): | | | |
| Date of last inspection (septic): | | Date last cleaned (septic): | |
| c. Are you aware of any problems with the sewer system? | | <input type="checkbox"/> | <input type="checkbox"/> |

Seller Initials_____
Date/Time_____
Buyer Initials_____
Date/Time_____
Seller Initials_____
Date/Time_____
Buyer Initials_____
Date/Time

PROPERTY ADDRESS:

Please explain any problems noted in this Section and/or corrections or repairs to resolve those problems:

9. CONSTRUCTION / REMODELING

| N/A | YES | NO |
|-----|-----|----|
|-----|-----|----|

a. Have there been any additions, structural modifications, or other alterations made?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

b. If so, were all necessary permits and government approvals obtained?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

Explain:

10. HOMEOWNER'S ASSOCIATION (HOA)

| N/A | YES | NO |
|-----|-----|----|
|-----|-----|----|

a. 1) Is the property subject to rules or regulations of a HOA?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

2) If yes, what is the yearly assessment?

3) HOA Name:

HOA Primary Contact Name:

HOA Primary Contact Phone No.:

b. Is the property a condominium?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

If yes, you must also complete KREC Form 404, the Condominium Seller's Certificate

c. Are you aware of any condition that may result in an increase in taxes or assessments?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

d. Are any features of the property shared in common with adjoining landowners, such as walls, fences, driveways, etc.?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

e. Are there any pet or rental restrictions?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

Explain:

11. HAZARDOUS CONDITIONS

| N/A | YES | NO |
|-----|-----|----|
|-----|-----|----|

a. Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns, or abandoned wells on the property?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

b. Are you aware of any other environmental hazards? (e.g., carbon monoxide, hazardous waste, water contamination, asbestos, the use of urea formaldehyde, etc.)

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

LEAD BASED PAINT DISCLOSURE REQUIREMENT

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, which may cause certain health risks.

c. Was this house built before 1978?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

d. Are you aware of the existence of lead-based paint in or on this house?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

RADON DISCLOSURE REQUIREMENT

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks, including lung cancer. The Kentucky Department for Public Health recommends radon testing. For more information, visit chfs.ky.gov and search "radon."

e. 1) Are you aware of any testing for radon gas?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

2) If yes, what were the results?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

f. 1) Is there a radon mitigation system installed?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

2) If yes, is it functioning properly?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

METHAMPHETAMINE CONTAMINATION DISCLOSURE REQUIREMENT

A property owner who chooses NOT to decontaminate a property used in the production of methamphetamine MUST make written disclosure of methamphetamine contamination pursuant to KRS 224.1-410(10) and 902 KAR 47:200. Failure to properly disclose methamphetamine contamination is a Class D Felony under KRS 224.99-010.

g. 1) Is the property currently contaminated by the production of methamphetamine?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

2) If no, has the property been professionally decontaminated from methamphetamine contamination?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

Explain:

12. MISCELLANEOUS

| N/A | YES | NO |
|-----|-----|----|
|-----|-----|----|

a. Are you aware of any existing or threatened legal action affecting this property?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

b. Are there any assessments other than property assessments that apply to this property (e.g. sewer assessments)?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

Buyer Initials

Date/Time

PROPERTY ADDRESS:

| | | | | |
|----|---|--------------------------|--------------------------|--------------------------|
| c. | Are you aware of any violations of local, state, or federal laws, codes, or ordinances relating to this property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. | Are there any transferrable warranties? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Explain: | | | |
| e. | Has this house ever been damaged by fire or other disaster? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Explain: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. | Are you aware of the existence of mold or other fungi on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. | Has this house ever had pets living in it? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Explain: | | | |
| h. | Is this house in a historic district or listed on any registry of historic places? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

13. ADDITIONAL INFORMATION

| | | |
|-----|-----|----|
| N/A | YES | NO |
|-----|-----|----|

| | | | |
|--|--------------------------|--------------------------|--------------------------|
| Do you know anything else about the property that that should be disclosed to the Buyer? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|

If yes, please provide details in the space provided, below. Attach additional sheets, as necessary.

14. SELLER(S) CERTIFICATION (CHOOSE ONE)

☐ As Seller(s) I / we hereby certify that the information disclosed above is complete and accurate to the best of my / our knowledge and belief. I / we agree to immediately notify Buyer in writing of any changes that become known to me / us prior to closing.

| | | | |
|------------------|------|------------------|------|
| Seller Signature | Date | Seller Signature | Date |
| X | | X | |

☐ As Seller(s) I / we hereby certify that my / our Real Estate Agent, _____ (print name) has completed this form with information provided by me / us at my / our direction and request. I / we further agree to hold the above-named agent harmless for any representations that appear on this form, in accordance with KRS 324.360(9).

| | | | |
|------------------|------|------------------|------|
| Seller Signature | Date | Seller Signature | Date |
| X | | X | |

☐ As Seller(s) I / we refuse to complete this form and acknowledge that the Real Estate Agent will so inform the Buyer.

| | | | |
|------------------|------|------------------|------|
| Seller Signature | Date | Seller Signature | Date |
| X | | X | |

☐ The Seller(s) refuse(s) to complete this form or to acknowledge such refusal.

| | | |
|---------------------------|--------------------------|------|
| Broker / Agent Print Name | Broker / Agent Signature | Date |
| X | X | |

☐ The Buyer(s) hereby certifies they have received a copy of this Seller's Disclosure of Property form

| | | | |
|-----------------|------|-----------------|------|
| Buyer Signature | Date | Buyer Signature | Date |
| X | | X | |



KENTUCKY REAL ESTATE COMMISSION

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



SELLER'S DISCLOSURE OF PROPERTY CONDITION

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Please take your time to answer these questions accurately and completely.

Property Address

City

State

Zip

PURPOSE OF DISCLOSURE FORM: Completion of this form shall satisfy the requirements of KRS 324.360 that mandates the "seller's disclosure of conditions" relevant to the listed property. This disclosure is based on the Seller's knowledge of the property's condition and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller or real estate agent and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific areas related to the construction or condition of the property or the improvements on it. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. The Buyer is encouraged to obtain his or her own professional inspections of this property.

INSTRUCTIONS TO THE SELLER(S): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself or sign the authorization at the end of this form to authorize the real estate agent to complete this form on your behalf in accordance with KRS 324.360(9). (5) If an item does not apply to your property, mark "not applicable." (6) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify your agent or any potential buyer of the change in writing.

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

Answer all questions to the BEST OF YOUR KNOWLEDGE. Attach additional sheets as necessary.

| 1. PRELIMINARY DISCLOSURES | N/A | YES | NO |
|--|--------------------------|--------------------------|--------------------------|
| a. Have you ever lived in the house? [If yes, please indicate the length of time _____] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Has this house ever been vacant (not lived-in) for more than three (3) consecutive months? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Has this house ever been used for anything other than a residence? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

Buyer Initials

Date/Time

PROPERTY ADDRESS:**2. HOUSE SYSTEMS**

| Whether or not they have been corrected, state whether there have been problems affecting: | | N/A | YES | NO |
|--|---------------------------------|--------------------------|--------------------------|--------------------------|
| a. | Plumbing | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. | Electrical system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. | Appliances | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. | Ceiling and attic fans | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. | Security system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. | Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. | Chimneys, fireplaces, inserts | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| h. | Pool, hot tub, sauna | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. | Sprinkler system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| j. | Heating system | age of system: | <input type="checkbox"/> | <input type="checkbox"/> |
| k. | Cooling/air conditioning system | age of system: | <input type="checkbox"/> | <input type="checkbox"/> |
| l. | Water heater | age of system: | <input type="checkbox"/> | <input type="checkbox"/> |

Please explain any problems noted in this Section and/or corrections or repairs to resolve these problems:

3. BUILDING STRUCTURE

| | | N/A | YES | NO |
|----|---|--------------------------|--------------------------|--------------------------|
| a. | Whether or not they have been corrected, state whether there have been problems affecting: | | | |
| | 1) The foundation or slab | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 2) The structure or exterior veneer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 3) The floors and walls | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 4) The doors and windows | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. | 1) To the best of your knowledge, has the basement ever leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 2) When was the last time the basement leaked? | | | |
| | 3) Have you ever had any repairs done to the basement? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 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 extremely heavy rain, etc.) | | | |
| | Explain: | | | |
| h. | Have you experienced, or are you aware of, any water or drainage problems in the crawl space? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. | Are you aware of any damage to wood due to moisture or rot? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| j. | Are you aware of any present or past wood infestation (e.g. termites, borers, carpenter ants, fungi, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| k. | Are you aware of any damage due to wood infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 1) Has the house or any other improvement been treated for wood infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 2) If yes, by whom? | | | |
| | 3) Is there a warranty? | | | |

Please explain any problems noted in this Section and/or corrections or repairs to resolve those problems

4. ROOF

| | | N/A | YES | NO |
|----|---|--------------------------|--------------------------|--------------------------|
| a. | How old is the roof covering? (write the age of the roof if known) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. | Has the roof leaked at any time since you have owned or lived at the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. | To the best of your knowledge, has the roof leaked at any time before you owned or lived at the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

PROPERTY ADDRESS:

| | | | |
|---|--------------------------|--------------------------|--------------------------|
| d. When was the last time the roof leaked? | | | |
| e. Have you ever had any repairs done to the roof? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Have you ever had the roof replaced? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If so, when? | | | |
| g. If the roof presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.) | | | |
| Explain: | | | |
| h. Have you ever had roof repairs that involved placing shingles on the roof instead of replacing the entire roof covering? If so, when? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Please explain any problems noted in this Section and/or corrections or repairs to resolve those problems: | | | |
| | | | |
| | | | |
| 5. LAND / DRAINAGE | N/A | YES | NO |
| a. Whether or not they have been corrected, state whether there have been problems affecting: | | | |
| 1) Soil stability | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Drainage, flooding, or grading | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) Erosion | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Outbuildings or unattached structures | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Is the house located within a Special Flood Hazard Area (SFHA) mandating the purchase of flood insurance for federally backed mortgages? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If so, what is the flood zone? | | | |
| c. Is there a retention / detention basin, pond, lake, creek, spring, or water shed on or adjoining this property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Please explain any problems noted in this Section and/or corrections or repairs to resolve those problems. | | | |
| | | | |
| 6. BOUNDARIES | N/A | YES | NO |
| a. Have you ever had a staked or pinned survey of the property performed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Are you in possession of a copy of any survey of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Are the boundaries marked in any way? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Explain: | | | |
| d. Do you know the boundaries? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Explain: | | | |
| e. Are there any encroachments or unrecorded easements relating to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Explain: | | | |
| 7. WATER | N/A | YES | NO |
| a. Source of water supply: | | | |
| b. Are you aware of below normal water supply or water pressure? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Has your water ever been tested? If so, attach the results or explain. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Explain: | | | |
| 8. SEWER SYSTEM | N/A | YES | NO |
| a. Property is serviced by: | | | |
| 1. Category I: Public Municipal Treatment Facility | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Category II: Private Treatment Facility | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Category III: Subdivision Package Plant | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Category IV: Single Home Aerobic Treatment System (HOME PACKAGE PLANT) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Category V: Septic Tank with drain field, lagoon, wetland, or other onsite dispersal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Category VI: Septic Tank with dispersal to an offsite, multi-property cluster treatment system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Category VII: No Treatment/Unknown | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Name of Servicer: | | | |
| b. For properties with Category IV, V, or VI systems | | | |
| Date of last inspection (sewer): | | | |

Seller Initials_____
Date/Time_____
Buyer Initials_____
Date/Time_____
Seller Initials_____
Date/Time_____
Buyer Initials_____
Date/Time

PROPERTY ADDRESS:

| | |
|--|--|
| Date of last inspection (septic): | Date last cleaned (septic): |
| c. Are you aware of any problems with the sewer system? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Please explain any deficiencies noted in this Section: | |
| | |
| | |
| 9. CONSTRUCTION / REMODELING | N/A YES NO |
| a. Have there been any additions, structural modifications, or other alterations made? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| b. If so, were all necessary permits and government approvals obtained? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Explain: | |
| 10. HOMEOWNER'S ASSOCIATION (HOA) | N/A YES NO |
| a. 1) Is the property subject to rules or regulations of a HOA? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 2) If yes, what is the yearly assessment? | |
| 3) HOA Name: | |
| HOA Primary Contact Name: | |
| HOA Primary Contact Phone No.: | |
| b. Is the property a condominium? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| If yes, you must also complete KREC Form 404, the Condominium Seller's Certificate | |
| c. Are you aware of any condition that may result in an increase in taxes or assessments? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| d. Are any features of the property shared in common with adjoining landowners, such as walls, fences, driveways, etc.? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| e. Are there any pet or rental restrictions? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Explain: | |
| | |
| 11. HAZARDOUS CONDITIONS | N/A YES NO |
| a. Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns, or abandoned wells on the property? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| b. Are you aware of any other environmental hazards? (e.g., carbon monoxide, hazardous waste, water contamination, asbestos, the use of urea formaldehyde, etc.) | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| LEAD BASED PAINT DISCLOSURE REQUIREMENT | |
| 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, which may cause certain health risks. | |
| c. Was this house built before 1978? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| d. Are you aware of the existence of lead-based paint in or on this house? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| RADON DISCLOSURE REQUIREMENT | |
| Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks, including lung cancer. The Kentucky Department for Public Health recommends radon testing. For more information, visit chfs.ky.gov and search "radon." | |
| e. 1) Are you aware of any testing for radon gas? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 2) If yes, what were the results? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| f. 1) Is there a radon mitigation system installed? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 2) If yes, is it functioning properly? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| METHAMPHETAMINE CONTAMINATION DISCLOSURE REQUIREMENT | |
| A property owner who chooses NOT to decontaminate a property used in the production of methamphetamine MUST make written disclosure of methamphetamine contamination pursuant to KRS 224.1-410(10) and 902 KAR 47:200. Failure to properly disclose methamphetamine contamination is a Class D Felony under KRS 224.99-010. | |
| g. 1) Is the property currently contaminated by the production of methamphetamine? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 2) If no, has the property been professionally decontaminated from methamphetamine contamination? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Explain: | |
| 12. MISCELLANEOUS | N/A YES NO |
| a. Are you aware of any existing or threatened legal action affecting this property? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

PROPERTY ADDRESS:[illegible]

PROPERTY ADDRESS:

| | | | |
|---|-------------------------------|----------------------|------|
| Broker / Agent Print Name | Broker / Agent Signature X | Date | |
| The Buyer(s) hereby certifies they have received a copy of this Seller's Disclosure of Property form | | | |
| Buyer Signature X | Date | Buyer Signature X | Date |

Seller Initials

Seller Initials

Date/Time

Date/Time

Buyer Initials

Buyer Initials

Date/Time

Date/Time



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

KENTUCKY REAL ESTATE
COMMISSION
Public Protection Cabinet
500 Mero Street
Frankfort, Kentucky 40601
(502) 564-7760
<http://krec.ky.gov>

THIS IS NOT A CONTRACT. This brokerage is required by law to ask you to sign this as a way to acknowledge that you have received it. Your signature below will not obligate you to work with this brokerage.

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 is providing you this Guide as an introduction to their professional real estate brokerage services. Depending on your specific needs, this brokerage will offer you valuable assistance to achieve your goals.

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. There are two types of licenses, broker and sales associate. A principal broker is the person responsible for the operation of the real estate 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 COMPANY), and can be reached at _____ (INSERT COMPANY PHONE NUMBER).

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 principal broker 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 Agency 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 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, 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, 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: In 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: In 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).



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Transactional Brokerage: In a Transactional Brokerage relationship, the principal broker of a brokerage, 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 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. During 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 may, during the course of a transaction, share fees or compensation with another company. This typically occurs when a listing brokerage shares compensation with another brokerage representing a buyer for a specific listed property. The fact that companies may share compensation during the course of a transaction does not mean that you are in an Agency Relationship with any brokerage. 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 Agency Relationship between you, the Principal Broker of this brokerage, 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 if you do not choose to do so. A copy of this signed Guide to Agency Relationships will be provided to you and a record of it maintained by the brokerage. Please add this Guide to your records for reference even if you refuse to sign.

| | |
|-----------------------------------|-----------|
| Prospective Client Signature X | Date/Time |
| Prospective Client Signature X | Date/Time |



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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**



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

KENTUCKY REAL ESTATE
COMMISSION
Public Protection Cabinet
500 Mero Street
Frankfort, Kentucky 40601
(502) 564-7760
<http://krec.ky.gov>

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, 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 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. During 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 may, during the course of a transaction, share fees or compensation with another company. This typically occurs when a listing brokerage shares compensation with another brokerage representing a buyer for a specific listed property. The fact that companies may share compensation during the course of a transaction does not mean that you are in an Agency Relationship with any brokerage. 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 Agency Relationship between you, the Principal Broker of this brokerage, 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 if you do not choose to do so. A copy of this signed Guide to Agency Relationships will be provided to you and a record of it maintained by the brokerage. Please add this Guide to your records for reference even if you refuse to sign.

Prospective Client Signature

Date/Time

X



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

**KENTUCKY REAL ESTATE
COMMISSION**
Public Protection Cabinet
500 Mero Street
Frankfort, Kentucky 40601
(502) 564-7760
<http://krec.ky.gov>

Prospective Client Signature

X

Date/Time

AGENCY CONSENT AGREEMENT – BUYER

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.)**

PART A. (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 licensee being retained is _____ (name of licensee) of the _____ (name of company) 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) / 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 Commission's Guide to Agency Relationships.

| | | |
|-------------------------------|---------------------|------------------|
| BUYER/LESSE Signature | Printed Name | DATE/TIME |
| <i>BUYER/LESSE Signature</i> | <i>Printed Name</i> | <i>DATE/TIME</i> |
| <i>BUYER/LESSEE Signature</i> | <i>Printed Name</i> | <i>DATE/TIME</i> |

PART B. (To be completed at the time the licensee prepares and/or submits an offer, contract, or lease for the clients.)

Property Address: _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Buyer is represented by _____ of
AGENT

NAME OF BROKERAGE 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 and the Seller, check the following relationship that will apply:

Designated Agency:

- ☐ Agent(s) _____ of _____ represents the Buyer and another Agent(s) in the same firm represents the Seller. The principal broker and managers will be “dual agents,” which is explained in the Commission's 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 and Seller as "dual agents". Dual agency is explained in the Commission's 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.)

Agent _____ and the brokerage _____ will:

- ☐ be a "dual agent" representing both parties in this transaction. Dual agency is explained in the Commission's 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 or ☐ Seller. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

(Mark the appropriate box.)

- ☐ Transactional Brokerage: The Principal Broker of the 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.

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 agent and brokerage in a real estate transaction do not relieve the Seller and

Buyer from the responsibility to protect their own interests. The Seller and Buyer are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

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 Commission's Guide to Agency Relationships.

| | | |
|-------------------------------|---------------------|------------------|
| <i>BUYER/LESSEE Signature</i> | <i>Printed Name</i> | <i>DATE/TIME</i> |
|-------------------------------|---------------------|------------------|

| | | |
|-------------------------------|---------------------|------------------|
| <i>BUYER/LESSEE Signature</i> | <i>Printed Name</i> | <i>DATE/TIME</i> |
|-------------------------------|---------------------|------------------|

| | | |
|-------------------------------|---------------------|------------------|
| <i>BUYER/LESSEE Signature</i> | <i>Printed Name</i> | <i>DATE/TIME</i> |
|-------------------------------|---------------------|------------------|

AGENCY CONSENT AGREEMENT -- **BUYER**

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].)**

PART A. (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 licensee being retained is _____ (name of licensee) of the _____ (name of company) 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) / 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 Commission's Guide to Agency Relationships.

BUYER/LESSEE Signature *Printed Name* *DATE/TIME*

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.)

Property Address: _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Buyer is represented by _____ of
AGENT

NAME OF BROKERAGE 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 and the Seller, check the following relationship that will apply:

Designated Agency:

- ☐ Agent(s) _____ of _____ represents the Buyer and another Agent(s) in the same firm represents the Seller. The principal broker and managers will be “dual agents,” which is explained in the Commission's 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 and Seller as “dual agents”. Dual agency is explained in the Commission's 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.)

Agent _____ and the brokerage _____ will:

- ☐ be a “dual agent” representing both parties in this transaction. Dual agency is explained in the Commission's 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: _____~~]
- _____
- _____

OR

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

IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

(Mark the appropriate box.)

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

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 Commission's Guide to Agency Relationships.

| | | |
|--------------------------------|--------------|-----------|
| BUYER/ <u>LESSEE</u> Signature | Printed Name | DATE/TIME |
| BUYER/ <u>LESSEE</u> Signature | Printed Name | DATE/TIME |
| BUYER/ <u>LESSEE</u> Signature | Printed Name | DATE/TIME |

AGENCY CONSENT AGREEMENT -- **SELLER**

The real estate agent who is providing you with this form is required to do so by Kentucky law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. **(For purposes of this form, the term "seller" includes a lessor.)**

Seller(s)/Lessor(s): _____

Property Address: _____

PART A (To be completed prior to entering into a written agreement to provide real estate brokerage services, including, but not limited to, a listing, advertising, or similar agreement.)

The licensee being retained is _____ (name of licensee) of the _____ (name of company) brokerage firm.

At this time Licensee is retained as the following type of agent: (check one)

- ☐ Seller's agent
- ☐ Dual agent
- ☐ Designated agent
- ☐ Licensee(s) shall provide transactional brokerage services to buyer(s) / 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 Commission's Guide to Agency Relationships.

SELLER/LESSOR Signature

Printed Name

DATE/TIME

SELLER/LESSOR Signature

Printed Name

DATE/TIME

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.)

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Seller is represented by _____ of
AGENT

NAME OF BROKERAGE 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 and the Seller, check the following relationship that will apply:

Designated Agency:

- ☐ Agent(s) _____ of _____ represents the Seller and another Agent(s) in the same firm represents the Buyer. The principal broker and managers will be “dual agents,” which is explained in the Commission's 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 and Seller as “dual agents”. Dual agency is explained in the Commission's Guide to Agency Relationships.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

(Mark the appropriate box.)

Agent _____ and the brokerage _____ will:

- ☐ be a “dual agent” representing both parties in this transaction. Dual agency is explained in the Commission's 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 or ☐ Buyer. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent’s client.

IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

(Mark the appropriate box.)

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

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 Commission's Guide to Agency Relationships.

| | | |
|-------------------------|--------------|-----------|
| SELLER/LESSOR Signature | Printed Name | DATE/TIME |
|-------------------------|--------------|-----------|

| | | |
|-------------------------|--------------|-----------|
| SELLER/LESSOR Signature | Printed Name | DATE/TIME |
|-------------------------|--------------|-----------|

| | | |
|-------------------------|--------------|-----------|
| SELLER/LESSOR Signature | Printed Name | DATE/TIME |
|-------------------------|--------------|-----------|

AGENCY CONSENT AGREEMENT -- **SELLER**

The real estate agent who is providing you with this form is required to do so by Kentucky law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. **(For purposes of this form, the term "seller" includes a lessor [~~landlord~~].)**

Seller(s)/Lessor(s): _____

Property Address: _____

PART A (To be completed prior to entering into a written agreement to provide real estate brokerage services, including, but not limited to, a listing, advertising, or similar agreement.)

The licensee being retained is _____ (name of licensee) of the _____ (name of company) brokerage firm.

At this time Licensee is retained as the following type of agent: (check one)

☐ Seller's agent

☐ Dual agent

☐ Designated agent

☐ Licensee(s) shall provide transactional brokerage services to buyer(s) / 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 Commission's Guide to Agency Relationships.

SELLER/LESSOR Signature

Printed Name

DATE/TIME

SELLER/LESSOR Signature

Printed Name

DATE/TIME

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.)

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Seller is represented by _____ of
AGENT

NAME OF BROKERAGE 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 and the Seller, check the following

relationship that will apply:

Designated Agency:

- ☐ Agent(s) _____ of _____
represents the Seller and another Agent(s) in the same firm represents the Buyer. The principal broker and managers will be “dual agents,” which is explained in the Commission's 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 and Seller as “dual agents”. Dual agency is explained in the Commission's 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.)

Agent _____ and the brokerage _____ will:

- ☐ be a “dual agent” representing both parties in this transaction. Dual agency is explained in the Commission's 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: _____]~~

OR

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

IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

(Mark the appropriate box.)

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

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 Commission's Guide to Agency Relationships.

SELLER/LESSOR Signature

Printed Name

DATE/TIME

SELLER/LESSOR Signature

Printed Name

DATE/TIME

SELLER/LESSOR Signature

Printed Name

DATE/TIME

