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 roof and land sections. Page 3 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.



Property Address

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.

•				•		
City			State	Zip		
PURPOSE OF DISCLOSURE FORM: Co	ompletion of this for	m shall satisfy the requir	rements of KRS 3	 24 360 that mai	ndates the	"seller's
disclosure of conditions" relevant						
condition and the improvements the	· · ·	•		_	•	
Seller or real estate agent and shall r						
This form is a statement of the cond	itions and other info	rmation about the prope	erty known by th	e Seller. Unless	otherwise	advised,
the Seller does not possess any ex	-	_		•		
construction or condition of the pro	· · · · · · · · · · · · · · · · · · ·					•
inspection of generally inaccessible professional inspections of this prop		toundation or root. In	e Buyer is enco	uraged to obta	in his or	ner own
	•					
INSTRUCTIONS TO THE SELLER(S):			•			
regardless of how you know about to date and time of signing. (4) Comple					_	
agent to complete this form on your		_				
"not applicable." (6) If you learn an						
completed and submitted it, immed					,	'
SELLER'S DISCLOSURE: As Seller(s),	I / we disclose the f	following information re	garding the pro	perty. This infor	mation is	true and
accurate to the best of my / our known	-	_		•		
this statement to any person or enti	_			_	-	
The following information is not the	representation of the	ne real estate agent.				
Answer all questions to t	the <u><i>BEST OF YC</i></u>	OUR KNOWLEDGE	. Attach add	itional sheet	s as nece	essary.
Answer all questions to t 1. PRELIMINARY DISCLOSURES	the <u>BEST OF YO</u>	OUR KNOWLEDGE	E. Attach add	itional sheet	s as nece	essary.
•	_		Attach add			-
1. PRELIMINARY DISCLOSURES	ise? If yes, please inc	dicate the length of time	Attach add	N/A	YES	NO
PRELIMINARY DISCLOSURES a. Have you ever lived in the hou	ise? If yes, please inc	dicate the length of time use.		N/A 	YES	NO
PRELIMINARY DISCLOSURES A. Have you ever lived in the hour b. List the date (month / year) you	ise? If yes, please inc	dicate the length of time use.		N/A 	YES	NO
a. Have you ever lived in the hou b. List the date (month / year) yo c. Do you own the property as (a	use? If yes, please inc ou purchased the hou on) individual(s), a tru	dicate the length of time use.		N/A 	YES	NO
a. Have you ever lived in the hou b. List the date (month / year) yo c. Do you own the property as (a Explain: d. Has this house been used as a e. Has this house ever been vaca	use? If yes, please incomputed the horizontal in the second in the secon	dicate the length of time use. ust, or as representative more than three (3) cons	(s) of a company	N/A □	YES	NO
a. Have you ever lived in the hou b. List the date (month / year) yo c. Do you own the property as (a Explain: d. Has this house been used as a	use? If yes, please incomputed the horizontal in the second in the secon	dicate the length of time use. ust, or as representative more than three (3) cons	(s) of a company	N/A □	YES	NO
a. Have you ever lived in the hou b. List the date (month / year) yo c. Do you own the property as (a Explain: d. Has this house been used as a e. Has this house ever been vaca	use? If yes, please incomputed the horizontal in the second in the secon	dicate the length of time use. ust, or as representative more than three (3) cons	(s) of a company	?	YES	NO
a. Have you ever lived in the hou b. List the date (month / year) you c. Do you own the property as (a Explain: d. Has this house been used as a e. Has this house ever been vaca f. Has this house ever been used	use? If yes, please incomputed the horizontal in the second in the secon	dicate the length of time use. ust, or as representative more than three (3) cons	(s) of a company	?	YES	NO
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a. Have you ever lived in the hou b. List the date (month / year) you c. Do you own the property as (a Explain: d. Has this house been used as a e. Has this house ever been vaca f. Has this house ever been used Explain:	ise? If yes, please incompure purchased the horizon individual(s), a true rental? In the computer of the comp	dicate the length of time use. ust, or as representative more than three (3) consthan a residence?	ecutive months	N/A P Date	YES	NO
a. Have you ever lived in the hou b. List the date (month / year) you c. Do you own the property as (a Explain: d. Has this house been used as a e. Has this house ever been vaca f. Has this house ever been used Explain: Page 1 of 5	ise? If yes, please incompute purchased the horizon individual(s), a true rental? In t (not lived-in) for relation of the second of the secon	dicate the length of time use. ust, or as representative more than three (3) consthan a residence?	ecutive months	N/A P Date	YES	NO

	OUSE SYSTEMS			
Whe	ether or not they have been corrected, state whether there have been problems affecting:	N/A	YES	NO
a.	Plumbing			
b.	Electrical system			
c.	Appliances			
d.	Ceiling and attic fans			
e.	Security system			
f.	Sump pump			
g.	Chimneys, fireplaces, inserts			
h.	Pool, hot tub, sauna			
i.	Sprinkler system			
j.	Heating system age of system:			
k.	Cooling/air conditioning system age of system:			
I.	Water heater age of system:			
	se explain any problems noted in this Section and/or corrections or repairs to resolve those plems:			
3. B a.	UILDING STRUCTURE Whether or not they have been corrected, state whether there have been problems affecting:	N/A	YES	NO
<u>u.</u>	1) The foundation or slab			
	2) The structure or exterior veneer			
	3) The floors and walls			
	4) The doors and windows			
h	,			
b.	1) Has the basement ever leaked? 2) When was the last time the basement leaked?			
	3) Have you ever had any repairs done to the basement?			
	4) If you have had basement leaks repaired, when was the repair done?			
	5) If the basement presently leaks, how often does it leak? (e.g., every time it rains, only after an e.	xtremely	heavy ra	in etc)
	Explain:	Kereniery	neavy ra	111, CCC. 7
	·			
C.	Have you experienced, or are you aware of, any water or drainage problems in the crawl space?			
d.	Are you aware of any present or part wood due to moisture or rot?	Ш		
e.	Are you aware of any present or past wood infestation (e.g. termites, borers, carpenter ants, fungi, etc.)?			
f.	Are you aware of any damage due to wood infestation?			
	1) Has the house or any other improvement been treated for wood infestation?			
	2) If yes, by whom?			
	3) Is there a warranty?			
	ise explain any problems noted in this Section and/or corrections or repairs to resolve those plems:			
1 D	OOF	N/A	YES	NO
a.	How old is the roof covering? (write the age of the roof if known)			
<u>а.</u> b.	Has the roof leaked at any time since you have owned or lived at the property?			
	Has the roof leaked at any time before you owned or lived at the property?			
c. d.	When was the last time the roof leaked?			
	Have you ever had any repairs done to the roof?			
e. f.				
1.	Have you ever had the roof replaced? Page 2 of 5			
	Seller Initials Date/Time Buyer Initials	Date/Ti	ime	-
	KREC Form 402 04/2022 Seller Initials Date/Time Buyer Initials	Date/Ti	me	=

	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 rai	n, etc.)	
	Explain:			
h	Have you ever had roof repairs that involved placing shingles on the roof instead of replacing the			П
h.	entire roof covering? If so, when?			
Plea	se explain any problems noted in this Section and/or corrections or repairs to resolve those			
prob	olems:			
5. L/	AND / DRAINAGE	N/A	YES	NO
a.	Whether or not they have been corrected, state whether there have been problems affecting:			
	1) Soil stability			
	2) Drainage, flooding, or grading			
	3) Erosion			
	,			
	4) Outbuildings or unattached structures			
b.	Is the house located within a Special Flood Hazard Area (SFHA) mandating the purchase of flood insurance for federally backed mortgages?			
	If so, what is the flood zone?			
_	Is there a retention / detention basin, pond, lake, creek, spring, or water shed on or adjoining	П		
C.	this property?			
Plea	se explain any problems noted in this Section and/or corrections or repairs to resolve those			
	olems:			
6. B(OUNDARIES	N/A	YES	NO
a.	Have you ever had a staked or pinned survey of the property performed?			
b.	Are you in possession of a copy of any survey of the property?			
C.	Are the boundaries marked in any way?			
С.	Explain:			
d.	Do you know the boundaries?			
u.	Explain:			
				П
e.	Are there any encroachments or unrecorded easements relating to the property?			
7 14	Explain: /ATER	NI/A	VEC	NO
		N/A	YES	NO
a.	Source of water supply:			
b.	Are you aware of below normal water supply or water pressure?			ᆜ
c.	Has your water ever been tested? If so, attach the results or explain.			
0 6	Explain:	21/2	VEC	NO.
	EWER SYSTEM	N/A	YES	NO
a.	Property is serviced by:			
	1. Category I: Public Municipal Treatment Facility			
	2. Category II: Private Treatment Facility			
	3. Category III: Subdivision Package Plant			
	4. Category IV: Single Home Aerobic Treatment System (HOME PACKAGE PLANT)			
	5. Category V: Septic Tank with drain field, lagoon, wetland, or other onsite dispersal			
	6. Category VI: Septic Tank with dispersal to an offsite, multi-property cluster treatment system			
	7. Category VII: No Treatment/Unknown			
	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?			
	D 2 . 45			
	Page 3 of 5	n		
	Seller Initials Date/Time Buyer Initials	Date/Tir	ne	
	KREC Form 402 04/2022 Seller Initials Date/Time Buyer Initials	Date/Tir	ne	

Please explain any problems noted in this Section and/or corrections or repairs to resolve those problems:			
). CONSTRUCTION / REMODELING	N/A	YES	NO
a. Have there been any additions, structural modifications, or other alterations made?			
b. If so, were all necessary permits and government approvals obtained?	<u>_</u>		一百
Explain:			
10. HOMEOWNER'S ASSOCIATION (HOA)	N/A	YES	NO
a. 1) Is the property subject to rules or regulations of a HOA?			
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?			
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?			
Are any features of the property shared in common with adjoining landowners, such as walls.			
d. fences, driveways, etc.?			
e. Are there any pet or rental restrictions?			
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?			
Are you aware of any other environmental hazards? (e.g., carbon monoxide, hazardous waste,			
b. water contamination, asbestos, the use of urea formaldehyde, etc.)			
such property may present exposure to lead from lead-based paint, which may cause certain health c. Was this house built before 1978?	isks.		
d. Are you aware of the existence of lead-based paint in or on this house?			
RADON DISCLOSURE REQUIREMENT	<u> </u>		_
Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient risks, including lung cancer. The Kentucky Department for Public Health recommends radon testinchfs.ky.gov and search "radon."			
e. 1) Are you aware of any testing for radon gas?			
2) If yes, what were the results?			
f. 1) Is there a radon mitigation system installed?			
2) If yes, is it functioning properly?	<u>_</u> _		
METHAMPHETAMINE CONTAMINATION DISCLOSURE REQUIREMENT			
A property owner who chooses NOT to decontaminate a property used in the production of methamp disclosure of methamphetamine contamination pursuant to KRS 224.1-410(10) and 902 KAR 47:200 methamphetamine contamination is a Class D Felony under KRS 224.99-010.			
g. 1) Is the property currently contaminated by the production of methamphetamine?			
2) If no, has the property been professionally decontaminated from methamphetamine contamination?			
Explain:			
12. MISCELLANEOUS	N/A	YES	NO
a. Are you aware of any existing or threatened legal action affecting this property?			
b. Are there any assessments other than property assessments that apply to this property (e.g. sewer assessments)?			
Page 4 of 5			
Seller Initials Date/Time Buyer Initials	Date/T	ime	
KREC Form 402 04/2022 Seller Initials Date/Time Buyer Initials	Date/T	ina	

this property?d. Are there any transferrable warranti		ral laws, codes, or ordinances relating to			
	ies?				
Explain:					
e. Has this house ever been damaged b	by fire or other disa	aster?			
Explain:					
f. Are you aware of the existence of me		on the property?			
g. Has this house ever had pets living in Explain:	111.5			Ш	
h. Is this house in a historic district or li	isted on any registi	ry of historic places?			
I3. ADDITIONAL INFORMATION		.,,	N/A	YES	NO
Do you know anything else about the prop	perty that that sho	uld be disclosed to the Buyer?			
f yes, please provide details in the space p	•				
☐ As Seller(s) I / we hereby certify	that the informat	cion disclosed above is complete and accur			-
As Seller(s) I / we hereby certify knowledge and belief. I / we agree to important to signature	that the informat	Seller Signature			-
As Seller(s) I / we hereby certify knowledge and belief. I / we agree to import to sing. Seller Signature	that the informat mediately notify B	Buyer in writing of any changes that become		o me / us	-
As Seller(s) I / we hereby certify knowledge and belief. I / we agree to important to signature As Seller(s) I / we hereby certify has completed this form with information	that the informat mediately notify B Date that my / our Rea n provided by me /	Seller Signature X al Estate Agent, / us at my / our direction and request. I / w	e known to	Date (prinagree to	prior to
As Seller(s) I / we hereby certify knowledge and belief. I / we agree to imposing. Seller Signature X As Seller(s) I / we hereby certify has completed this form with information above-named agent harmless for any rep	that the informat mediately notify B Date that my / our Rea n provided by me /	Seller Signature X al Estate Agent,/ / us at my / our direction and request. I / was appear on this form, in accordance with Ki	e known to	Date (prinagree to	prior t
As Seller(s) I / we hereby certify knowledge and belief. I / we agree to impletosing. Seller Signature As Seller(s) I / we hereby certify has completed this form with information above-named agent harmless for any reposeller Signature	Date that my / our Rean provided by me / presentations that	Seller Signature X al Estate Agent, / us at my / our direction and request. I / w appear on this form, in accordance with Kl	e known to	Date Date (prinagree to 0(9).	prior t
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As Seller(s) I / we hereby certify knowledge and belief. I / we agree to implement the signature of the sign	Date That my / our Read provided by me / presentations that	Seller Signature X al Estate Agent, / us at my / our direction and request. I / wappear on this form, in accordance with Klasseller Signature X d acknowledge that the Real Estate Agent was Seller Signature	e known to	Date Date (prinagree to 0(9). Date	nt name
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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

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 the best of 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.

Pro	·						
City				State	Zip		
disc and real is a doe con- gen	losure of conditions" relevant the improvements thereon, he estate agent and shall not be ustatement of the conditions and snot possess any expertise in edition of the property or the iterally inaccessible areas such as nis property.	o the listed property. In other listed property. It is the listed as a substitute for dother information all construction, architect improvements on it.	This disclosure is based ge was gained. This distanting an inspection or warrabout the property know ture, engineering, or all Jnless otherwise advise.	on the Seller's knowled closure form shall not l anty that the purchaser vn by the Seller. Unless ny other specific areas sed, the Seller has not	lge of the proper be a warranty by may wish to obt s otherwise advis related to the co conducted any	ty's con the Se ain. Thi ed, the instruct inspect	dition ller or s form Seller tion or
ega date	TRUCTIONS TO THE SELLER(S) and less of how you know about and time of signing. (4) Compont to complete this form on you	them or when you lead lete this form yourself behalf in accordance w	arned. (3) Attach additi or sign the authorizati with KRS 324.360(9). (5	onal pages, if necessar on at the end of this for If an item does not app	y, with your signa rm to authorize t oly to your proper	ature ar he real ty, mar	nd the estate k "not
and SELI accu	licable." (6) If you learn any fac submitted it, immediately noti LER'S DISCLOSURE: As Seller(s) urate to the best of my / our kn	fy your agent or any p , I / we disclose the f owledge as of the date	otential buyer of the conformation of the conformation of the signed. Seller(s) authors	regarding the property prize(s) the real estate a	agent to provide	а сору	ie and
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2. HOUSE SYSTEMS			
Whether or not they have been corrected, state whether there have been problems affecting:	N/A	YES	NO
a. Plumbing			
b. Electrical system			
c. Appliances			
d. Ceiling and attic fans			
e. Security system			
f. Sump pump			
g. Chimneys, fireplaces, inserts h. Pool, hot tub, sauna			
i. Sprinkler system			
j. Heating system age of system: k. Cooling/air conditioning system age of system:			
I. Water heater age of system:		Ш	
Please explain any problems noted in this Section and/or corrections or repairs to resolve these problems:			
2. PUM DING CERUCEURS			
3. BUILDING STRUCTURE Whether or not thou have been corrected, state whether there have been problems affecting:	N/A	YES	NO
a. Whether or not they have been corrected, state whether there have been problems affecting:			
1) The foundation or slab			
2) The structure or exterior veneer			
3) The floors and walls			
4) The doors and windows			
b. 1) To the best of your knowledge, has the basement ever leaked?			
2) When was the last time the basement leaked?			
3) Have you ever had any repairs done to the basement?			
4) If you have had basement leaks repaired, when was the repair done?		· .	
5) If the basement presently leaks, how often does it leak? (e.g., every time it rains, only after an extrem	nely neavy	rain, et	c.)
Explain:			
h. Have you experienced, or are you aware of, any water or drainage problems in the crawl space?			
i. Are you aware of any damage to wood due to moisture or rot?			
Are you aware of any present or past wood infestation (e.g. termites, borers, carpenter ants, fungi,			
etc.):			
k. Are you aware of any damage due to wood infestation?			
1) Has the house or any other improvement been treated for wood infestation?			
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			
			NO
4. ROOF	N/A	YES	
4. ROOF a. How old is the roof covering? (write the age of the roof if known)	N/A	YES	
 a. How old is the roof covering? (write the age of the roof if known) b. Has the roof leaked at any time since you have owned or lived at the property? c. To the best of your knowledge, has the roof leaked at any time before you owned or lived at the property? 			
a. How old is the roof covering? (write the age of the roof if known) b. Has the roof leaked at any time since you have owned or lived at the property? To the best of your knowledge, has the roof leaked at any time before you owned or lived at the property? Page 2 of 6			

PROF	ERTY ADDRESS:						
d.	When was the last time the roo	of leaked?					
e.	Have you ever had any repairs	done to the roof?					
f.	Have you ever had the roof rep	laced?					
	If so, when?						
g.	If the roof presently leaks, how	often does it leak?	(e.g., every time it rain	ns, only after an extremely	y heavy rain, et	:c.)	
	Explain:						
h.	Have you ever had roof repairs the entire roof covering? If so,		ng shingles on the roof	instead of replacing			
Plea	se explain any problems noted in	n this Section and/o	or corrections or repair	s to resolve those probler	ns:		
			•	•			
5.14	ND / DRAINAGE				N/A	YES	NO
a.	Whether or not they have beer	corrected state w	hether there have hee	n nrohlems affecting:	14/4	113	
u.	1) Soil stability	reorrected, state w	mether there have bee	in problems uncering.			
	2) Drainage, flooding, or gradin	· σ					
		8					
	3) Erosion	structuros					
	4) Outbuildings or unattached s		Anon (CELIA)	or the numbers of fire and	Ц		
b.	Is the house located within a Sp		Area (SFHA) mandatin	g the purchase of flood			
	insurance for federally backed If so, what is the flood zone?	mortgages?					
	· · · · · · · · · · · · · · · · · · ·	hasin nand laka	crook enring or water	shed on or adjoining			
c.	Is there a retention / detention this property?	pasiii, polid, lake,	creek, spring, or water	sneu on or aujoining			
Plea	se explain any problems noted in	n this Section and/o	or corrections or renair	s to resolve those probler	ns		
<u>. ica</u>	ce explain any problems noted in	. this section and/t	5. Corrections of repair	5 to resolve those problet	1101		
6 B	DUNDARIES				N/A	YES	NO
a.	Have you ever had a staked or	ninned survey of th	e property performed	?			
b.	Are you in possession of a copy	·		•			
C.	Are the boundaries marked in a		ie property:				
<u> </u>	Explain:	ally way:			<u>⊔</u>		
d.	Do you know the boundaries?						
u.	Explain:						
e.	Are there any encroachments of	or unrecorded ease	ments relating to the r	uronerty?			
Е.	Explain:	n amecoraea ease	ments relating to the p	поретту:			
7. W	ATER				N/A	YES	NO
a.	Source of water supply:						
b.	Are you aware of below norma	l water supply or w	rater pressure?				
C.	Has your water ever been teste		·				
<u> </u>	Explain:	55, accaem the					
8. SI	WER SYSTEM				N/A	YES	NO
a.	Property is serviced by:						
	1. Category I: Public Municipal	Treatment Facility					
	2. Category II: Private Treatmer						
	3. Category III: Subdivision Pack						
	4. Category IV: Single Home Ae		stem (HOME PACKAGE	E PLANT)			
	5. Category V: Septic Tank with						$\overline{}$
	6. Category VI: Septic Tank with			•			
	7. Category VII: No Treatment/	•	-, -: -: p: 5po. 0, oic				
	Name of Servicer:						
b.	For properties with Category IV	, V, or VI systems					
	Date of last inspection (sewer):						
	Page 3 of 6						
	•	Saller Initials	Data/Tima	Divor Initials	Data/Tima		
	•	Seller Initials	Date/Time	Buyer Initials	Date/Time		

ROPERTY ADDRESS: Date of last inspection (septic): Date last cleaned (septic)	tic):		
c. Are you aware of any problems with the sewer system?	,		
Please explain any deficiencies noted in this Section:			
. CONSTRUCTION / REMODELING	N/A	YES	NO
a. Have there been any additions, structural modifications, or other alterations made?			
b. If so, were all necessary permits and government approvals obtained?			
Explain:			
0. HOMEOWNER'S ASSOCIATION (HOA)	N/A	YES	NC
a. 1) Is the property subject to rules or regulations of a HOA?			
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?			
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 assessment			
Are any features of the property shared in common with adjoining landowners, such	as walls,		
fences, driveways, etc.?			
e. Are there any pet or rental restrictions?			
Explain:			
1. HAZARDOUS CONDITIONS	N/A	YES	NC
a. Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns abandoned wells on the property?	Ц		
Are you aware of any other environmental hazards? (e.g., carbon monoxide, hazardo water contamination, asbestos, the use of urea formaldehyde, etc.)	ous waste,		
LEAD BASED PAINT DISCLOSURE REQUIREMENT			
very purchaser of any interest in residential real property on which a residential dwelling	was huilt prior to 19	978 is no	tified tha
uch property may present exposure to lead from lead-based paint, which may cause certa		37013110	remed en
c. Was this house built before 1978?			
d. Are you aware of the existence of lead-based paint in or on this house?			
RADON DISCLOSURE REQUIREMENT			
adon is a naturally occurring radioactive gas that, when it has accumulated in a buildin	g in sufficient quant	tities, ma	ay preser
ealth risks, including lung cancer. The Kentucky Department for Public Health recommend	ds radon testing. For	more in	formation
isit chfs.ky.gov and search "radon."			
e. 1) Are you aware of any testing for radon gas?			
2) If yes, what were the results?			
f. 1) Is there a radon mitigation system installed?			
2) If yes, is it functioning properly?			
METHAMPHETAMINE CONTAMINATION DISCLOSURE REQU	JIREMENT		
property owner who chooses NOT to decontaminate a property used in the producti			
ritten disclosure of methamphetamine contamination pursuant to KRS 224.1-410(10) ar	nd 902 KAR 47:200. F	ailure to	properly
isclose methamphetamine contamination is a Class D Felony under KRS 224.99-010.			
g. 1) Is the property currently contaminated by the production of methamphetamine?			
2) If no, has the property been professionally decontaminated from methamphetami	ne \square		
contamination?			
Explain: 2. MISCELLANEOUS	N/A	YES	NO
a. Are you aware of any existing or threatened legal action affecting this property?	⊔_		
Page 4 of 6			
	Initials Date	e/Time	

(e.	g. sewer assessments)?	шап рторенту аззезз	ments that apply to this property			
	e you aware of any violations o	f local, state, or fede	ral laws, codes, or ordinances relating to			
	e there any transferrable warra	inties?				
	plain:					
e. Ha	ıs this house ever been damage	d by fire or other dis	aster?			
	plain:	•				
	e you aware of the existence of	mold or other fungi	on the property?			
	is this house ever had pets livin					
	plain:	_				
h. Is t	this house in a historic district c	or listed on any regist	ry of historic places?			
13. ADD	ITIONAL INFORMATION			N/A	YES	NO
Do you k	know anything else about the p	roperty that that sho	ould be disclosed to the Buyer?			
□ knowled closing. Seller Sig	dge and belief. I / we agree to	ify that the informa	tion disclosed above is complete and accur Buyer in writing of any changes that becom			-
□ knowled closing. Seller Sig X □ has com	As Seller(s) I / we hereby cert dge and belief. I / we agree to gnature As Seller(s) I / we hereby cert apleted this form with informa	ify that the information in the information of the information of the information of the information provided by mention provi	Seller Signature X	e known	Date (printer agree	s prior
□ knowled closing. Seller Sig X □ has com	As Seller(s) I / we hereby cert dge and belief. I / we agree to gnature As Seller(s) I / we hereby cert apleted this form with informative-named agent harmless for a	ify that the information in the information of the information of the information of the information provided by mention provi	Seller Signature X Al Estate Agent, e / us at my / our direction and request. I	e known	Date (printer agree	s prior
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cnowled closing. Geller Sig Che abov Geller Sig C	As Seller(s) I / we hereby cert dge and belief. I / we agree to dge and belief. I / we agree to dge and belief. I / we hereby cert apleted this form with informative-named agent harmless for a gnature As Seller(s) I / we refuse to congnature	ify that the information mediately notify E Date ify that my / our Realition provided by meany representations Date Date Date	Seller Signature X al Estate Agent, e / us at my / our direction and request. I that appear on this form, in accordance wi Seller Signature X d acknowledge that the Real Estate Agent of Seller Signature X Seller Signature X	e known / we furt th KRS 32	Date (printer agree 4.360(9). Date Orm the I	nt name to he

Broker / Agent Print Name		Broker / Agent Signature X	Date
The Buyer(s) hereby c	ertifies they have rec	ceived a copy of this Seller's Disclosure of	f Property form
uyer Signature	Date	Buyer Signature	Date
		X	
Page 6 of 6	Seller Initials	Date/Time Buyer Initials	Date/Time
KREC Form 402 <u>04/2022</u>	Seller Initials	Date/Time Buyer Initials	<u>Date/Time</u>



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.

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.

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

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).



KENTUCKY REAL ESTATE COMMISSION

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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 your 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	
Prospective Client Signature	Date/Time
X	



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

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.

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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: [As an alternative to Single Agency,] [i] 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



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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.

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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 <u>/Time</u>
X	



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Prospective Client Signature	Date <u>/Time</u>
X	

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

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

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 iscompany) brokerage firm.	(name of lice	ensee) of the	(name of
At this time Licensee is retained	d as the following type of agent: (che	eck one)	
* * *	nsactional brokerage services to buyer(s services is not a client or prospective cl		es of this form, a
	conships as we enter into this real estate etion, I (we) acknowledge reading the in		
BUYER/LESSE Signature	Printed Name	DATE/TIME	
BUYER/LESSE Signature	Printed Name	DATE/TIME	
BUYER/LESSEE Signature	Printed Name	DATE/TIME	
	INVOLVING TWO AGENTS IN T		ERAGES
The Buyer is represented by	ACTIVIT		of
	AGENT		
NAM	E OF BROKERAGE ANDPRINCIPAL	BROKER'S NAME	
II. TRANSACT	TON INVOLVING TWO AGENTS (Mark the appropriate		AGE
If two agents in the same real est relationship that will apply:	ate brokerage represent both the Buyer	and the Seller, check the fo	llowing
	Designated Agency :		
Agent(s)	of		represents the
•	in the same firm represents the Seller. 'ained in the Commission's Guide to Ag		-

remain loyal to both parties in the transaction, andthey will protect all parties' confidential information;

OR **Dual Agency**:

- management
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.)
Agentand the brokeragewill:
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. Theother party(ies) is not represented and agrees to represent his/her own best interest. Any informationprovided 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 theduties of good faith and fair dealing, and to not relay confidential information between the Parties, unless sodirected 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 carefullyread 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 agencyor 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
3		
BUYER/LESSEE Signature	Printed Name	DATE/TIME
-		
BUYER/LESSEE Signature	Printed Name	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 [tenant].)

ncluding, 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.	(maine of neemsee) of the	(name or
At this time Licensee is retained as the foll	owing type of agent: (check one)	
☐ Buyer's agent		
☐ Dual agent		
Designated agent		
	al brokerage services to buyer(s) / lessor(s). For	r the purposes of this form,
party to transactional brokerage services	is not a client or prospective client.	
I (wa) consent to the shove relationships	as we enter into this real estate contract. If there	a is a dual agencyor
	(we) acknowledge reading the information cont	
Guide to Agency Relationships.		
BUYER/LESSE Signature	Printed Name	DATE/TIME
BUYER/LESSEE Signature	Printed Name	<u>DATE/TIME</u>
BUYER/LESSEE Signature	<u>Printed Name</u>	<u>DATE/TIME</u>
DADT D (To be completed at the time the	licensee prepares and/or submits an offer, c	contract or logge for the
clients.)	ncensee prepares and/or submits an oner, c	contract, or lease for the
Property Address:		
I. TRANSACTION INVOLVI	NG TWO AGENTS IN TWO DIFFERENT	BROKERAGES
The Buyer is represented by	AGENT	of
· · · · · · · · · · · · · · · · · · ·	AGENT	
NA	ME OF BROKERAGE ANDPRINCIPAL BROKER'S NAME	
II. TRANSACTION INVOLV	ING TWO AGENTS IN THE SAME BROK	KERAGE
	· · · · · · · · · · · · · · · · · · ·	_

Designated Agency:

relationship that will apply:

If two agents in the same real estate brokerage represent both the Buyer and the Seller, check the following

	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, andthey will protect all parties'
	confidential information;
ъ.	OR
Dual	gency:
	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:
	THE ORDER CONTON INVOLVING ONLY ONE DEAT ECOLUTE A CIENTE
	III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT
	(Mark the appropriate box.)
Agen	
Ü	(Mark the appropriate box.)
	(Mark the appropriate box.)and the brokeragewill:
	(Mark the appropriate box.) 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 arties' confidential information. [To the best of the agent's knowledge, neither the agent(s) nor the brokerage eting as a dual agent in this transaction has a PERSONAL, FAMILY, or BUSINESS relationship with either
	(Mark the appropriate box.) 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 arties' confidential information. [To the best of the agent's knowledge, neither the agent(s) nor the brokerage eting as a dual agent in this transaction has a PERSONAL, FAMILY, or BUSINESS relationship with either ne Buyer or Seller. If such a relationship does exist, please explain:
	(Mark the appropriate box.) and the brokeragewill: 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 arties' confidential information. [To the best of the agent's knowledge, neither the agent(s) nor the brokerage eting 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
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KREC Form 401B <u>04/2022</u> [Effective 10/19]

IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

(Mark the appropriate box.)

☐ Transactional Brokerage: The Principa Transactional Agent):		•
	ay confidential information betwee	nsaction, owe the Party(ies) only theduties of n the Parties, unless sodirected by the sending e is not a Client or Prospective Client.
☐ [Unrepresented Party: The Principal E Party.]	Broker of the Company, and all affilia	ted licensees, do not act as an agentfor a
•	- · · · · · · · · · · · · · · · · · · ·	nsee owes an Unrepresented Party the duties sented Party is not a Client or Prospective
LICENSEE'S RELATIO	NSHIP TO OTHER PARTIE	S IN THE TRANSACTION
To the best of their knowledge, licer relationship with another party to the		
	DICCLAIMED	
Buyer from the responsibility to protect the	eir own interests. The Seller and Buy understanding of the transaction. The	estate transaction do not relieve the Seller and eer are advised to carefullyread all agreements to agent and brokerage are qualified to advise on JLD CONSULT THE APPROPRIATE
	PARTY CONSENT	
I (we) consent to the above relationship designated agency in this transaction, I Guide to Agency Relationships.		nsaction. If there is a dual agencyor ormation contained in the Commission's
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
·		

KREC Form 401B <u>04/2022</u> [Effective 10/19]

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.)

es to buyer(s) / lessor(s). For the purposes of this form ospective client. to this real estate contract. If there is a dual agencyed reading the information contained in the
to this real estate contract. If there is a dual agency
to this real estate contract. If there is a dual agency
to this real estate contract. If there is a dual agency
to this real estate contract. If there is a dual agency
•
me DATE/TIME
me DATE/TIME
DATE/TIME

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:

Desig	nated Agency:
	Agent(s)of
_	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
Agen	(Mark the appropriate box.) tand the brokeragewill:
	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) \square Seller or \square 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 ansactional Agent):
du di	provide real estate brokerage services to either, or both, Party(ies) to the transaction, owe the Party(ies) only the ties of good faith and fair dealing, and to not relay confidential information between the Parties, unless serviced by the sending Party. For the purposes of this Agreement, a party to a Transactional Brokerage is not a lient or Prospective Client.
fo	Unrepresented Party: The Principal Broker of the Company, and all affiliated licensees, do not act as an agent or a Party.
th	ne \square Buyer; \square Seller; \square Lessor; \square Lessee is an Unrepresented Party. A licensee owes an Unrepresented Party e duties of good faith and fair dealing. For the purposes of this Agreement, an Unrepresented Party is not a lient or Prospective Client.

LICENSEE'S RELATIONSHIP TO OTHER PARTIES IN THE TRANSACTION

DISCLAIMER		
Seller and Buyer from the responsibited all agreements to assure that the	lity to protect their own interests. The ey adequately express their understand real estate matters. IF LEGAL OR TA	real estate transaction do not relieve the Seller and Buyer are advised to carefull ding of the transaction. The agent and AX ADVICE IS DESIRED, YOU
	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 <u>lessor [landlord]</u>.)

Property Address: PART A (To be completed prior to	entering into a written agreement to pr	
services, including, but not limited to	o, a listing, advertising, or similar agree	<u>ment.)</u>
The licensee being retained is company) brokerage firm.	(name of licensee) of t	the (name of
At this time Licensee is retained as th	ne following type of agent: (check one)	
arty to transactional brokerage services I (we) consent to the above related	ionships as we enter into this real estate	e contract. If there is a dual agencyor
SELLER/LESSOR Signature	Printed Name	<u>DATE/TIME</u>
SELLER/LESSOR Signature	Printed Name	<u>DATE/TIME</u>
SELLER/LESSOR Signature	Printed Name	DATE/TIME
I. TRANSACTION INVO	ne the licensee presents an offer to purc ELVING TWO AGENTS IN TWO E	
	AGENT	
	NAME OF BROKERAGE ANDPRINCIPAL BROKER'S	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 of represents the Seller and another Agent(s) in the same firm represents the Buyer. The principal \sqcap Agent(s) 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) 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 partiesin 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: OR1 represent only the (check one) \square Seller or \square Buyer [\square 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.

KREC Form 401S 04/2022 [Effective 05/21]

☐ Unrepresented Party: The Princip for a Party.	al Broker of the Company, and all af	filiated licensees, do not act as an agent
The \square Buyer; \square Seller; \square Lessor; \square the duties of good faith and fair dealing Client or Prospective Client.	<u> </u>	A licensee owes an Unrepresented Party ent, an Unrepresented Party is not a
LICENSEE'S RELATION	ONSHIP TO OTHER PARTIES	IN THE TRANSACTION
To the best of their knowledge, lice relationship with another party to t		
	DISCLAIMER	
Seller and Buyer from the responsibi	lity to protect their own interests. They adequately express their understanted real estate matters. IF LEGAL OR T	a real estate transaction do not relieve the e Seller and Buyer are advised to carefully ading of the transaction. The agent and EAX ADVICE IS DESIRED, YOU
	PARTY CONSENT	
I (we) consent to the above relation or designated agency in this transa Commission's Guide to Agency Ro	ction, I (we) acknowledge reading	te transaction. If there is a dual agency the information contained in the
SELLER/ <u>LESSOR</u> Signature	Printed Name	DATE/TIME
SELLER/ <u>LESSOR</u> Signature	Printed Name	DATE/TIME
SELLER/ <u>LESSOR</u> Signature	Printed Name	DATE/TIME

KREC Form 401S <u>04/2022</u> [Effective 05/21]

KREC Form 401S <u>04/2022</u> [Effective <u>05/21</u>]