

Vylla Homes  
6800 Jericho Turnpike Suite 120W  
Syosset NY 11791

## Release and Hold Harmless Agreement

Property Address: 1405 Prospect Place Coop B10 Brooklyn NY 11213

The persons signing this Release (the "Undersigned") acknowledge that it has been disclosed to or by them that the condition of the above referenced premises (the "Property") may present certain known and unknown conditions which could pose a risk to the Undersigneds' health and/or physical being up to and including death.

The Undersigned and any other third party vendor or entity connected with the sale or potential sale of the Property hereby authorize Vylla Homes, its agents and agents affiliated with other real estate brokerages to conduct showings of, and provide access to, the Property. The Undersigned and third party vendors/entities are aware of the potential health or physical risks to the Undersigned which may arise as a result of the showing/accessing the home. Potential health risks include but are not limited to the presence of asbestos, mold and the novel coronavirus (COVID-19), etc. The undersigned and any other third party vendors/entities hereby waive any and all rights, claims, complaints and actions they may have as result of Vylla Homes and their agents showing the Property.

Furthermore, the Undersigned and third party vendors/entities acknowledge that neither the agent nor anyone affiliated with Vylla Homes, has offered any legal or medical advice or guidance regarding the risks associated with accessing the property. The Undersigned and third party vendors/entities connected with the sale or potential sale of the Property will use its best efforts to continue obtain and relay any available updated information as it pertains to the Property. The Undersigned acknowledge that neither Vylla Homes nor any of its agents, officers, owners, brokers, investors or employees are in any way liable as a consequence of the showing of the Property or of the unknowing violation of any state, local or federal government guidelines, regulations, rules or law. The Undersigned agree to hold each other harmless and indemnify each other against any and all claims, rights, complaints, suits, etc. that may result from this showing.

In consideration of being granted access to the Property and having read this agreement, the Undersigned hereby agree, to the fullest extent permitted by law, to release and hold each other and any other third party vendors/entities harmless from any claims, damages, losses, costs or expenses of any kind, financial or otherwise, including but not limited to personal injury damages, sustained or arising from the undersigned's entry onto, presence at and or physical inspection or repair of the property and or anything else relating in any way to the Property, including relating to any negligence.

In the event of any claim brought by or on behalf of the Undersigned against any released party, the Undersigned shall indemnify such released parties for attorney's fees and all costs (including but not limited to damages) related to any such claim.

<sup>DS</sup>  
KC

<sup>DS</sup>  
SL

<sup>DS</sup>  
M



Having been advised of the possible known and unknown health and personal injury risks it is still the Undersigned's desire to enter the property for the purpose of viewing, inspecting, showing and/or making repairs to the Property thus assuming all risks, both known and unknown.

The undersigned agrees that this agreement shall be binding upon him/her/their heirs, representatives, executors, administrators, assigns, and insurance carrier, and shall inure to the benefit of the released parties and their successors and assigns.

THE UNDERSIGNED HAS READ, FULLY UNDERSTANDS, AND HERBY AGREES TO THE FOREGOING AGREEMENT:

Acknowledged and agreed to:

DocuSigned by:  
*Lorraine Molinaro* 12/5/2020  
78B96D1DB54B442...  
Seller **Lorraine Molinaro** Date

Buyer/Third Party Date

**Not Applicable**

Seller Date

Buyer/Third Party Date

DocuSigned by:  
*Karen Crichlow* 12/5/2020  
CCEDC648E1814D1...  
Listing Agent **Karen Crichlow** Date

Buyer's Agent Date





New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

Customer Service: (518) 474-4429  
www.dos.state.ny.us

## New York State Disclosure Form for Buyer and Seller

### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

### **Disclosure Regarding Real Estate Agency Relationships**

#### **Seller's Agent**

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### **Buyer's Agent**

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

#### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

#### **Dual Agent**

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by Karen Crichlow (print name of licensee) of Vylla Home (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below)
- Buyer as a (check relationship below)
- Seller's agent
- Buyer's agent
- Broker's agent
- Broker's agent
- Dual agent
- Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and Karen Crichlow - Vylla Home is appointed to represent the seller in this transaction.

(I) (We) Ms. Lorraine Molinaro acknowledge receipt of a copy of this disclosure

form: signature of { } Buyer(s) and/or {XX} Seller(s):

DocuSigned by:  
Lorraine Molinaro  
78B96D1DB54B442...

DocuSigned by:  
Karen Crichlow  
CCEDC646E1814D1... Associated Broker

Date: September 28, 2019

Date: September 28, 2019



## Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

### **New York State Housing and Anti-Discrimination Disclosure Form**

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

#### **Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:**

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

#### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

**If you believe you have been the victim of housing discrimination** you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website [https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



# Division of Licensing Services

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## New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by **Karen Crichlow - Associate Bkr.** (print name of Real Estate Salesperson/  
Broker) of **Vylla Homes LLC** (print name of Real Estate company, firm or brokerage)

(I)(We) **Ms. Lorraine Molinaro**

(Buyer/Tenant Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer Seller/Landlord Signature  Date: 12/5/2020

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.