



OTSEGO-DELAWARE BOARD OF REALTORS, INC.
Multiple Listing Service

MLS# _____

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD
WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

EXCLUSIVE AGENCY CONTRACT

PROPERTY LOCATION 554 Avery Rd. Stratford, NY 13470 TAX MAP # 64.-1-24

OWNER Richard Schallert and Gregory Schallert PHONE XX

OWNER'S ADDRESS 248 St Hwy 166 Cooperstown, NY 13326

LISTING AGENT Kristen Bellois AGENT ID # 2376

BROKER Glimmerglass Realty Group BROKER ID GRG PHONE 607-282-4264

1. OWNERSHIP OF PROPERTY AND POWER TO SIGN CONTRACT I am the OWNER(S) of the Property at the above location. I have complete legal authority to sell, exchange or lease the above property.

2. HOME EQUITY THEFT PREVENTION ACT (REAL PROPERTY LAW SECTION 265) OWNER acknowledges and represents that: (A) OWNER is aware of the Home Equity Theft Prevention Act as it affects the sale of real property; (B) OWNER is not in default of any mortgage affecting the property by reason of there being payments due and unpaid for two months or more; (C) there are no actions pending against the property to foreclose a mortgage; and (D) the property is not shown on an active tax lien sale list. OWNER hereby covenants and agrees to immediately notify BROKER in writing of any change in circumstance that renders inaccurate any of the representations made above.

3. GRANT OF EXCLUSIVE AGENCY/TERM OF LISTING


In consideration of Glimmerglass Realty Group LLC (hereinafter referred to as BROKER) submitting the above described property to the Otsego-Delaware Board of REALTORS, Inc. Multiple Listing Service (hereinafter referred to as ODMLS) and in further consideration of said BROKER undertaking to find a purchaser for the Property, the undersigned OWNER (the word OWNER refers to each and all parties who have an ownership interest in the Property) hereby grants to the BROKER the exclusive agency OWNER'S Property at the above location for \$ 79,000 from 02/07/2024 until midnight on 02/07/2025. The OWNER hereby authorizes the BROKER to submit this listing to ODMLS within 24 hrs of signing by both parties and to make an offer of cooperation and compensation, as set forth in paragraph 13, 14, 15 and/or 16 below, to all participants in ODMLS and any other cooperating agent authorized under law to receive a commission with whom the BROKER deems it to be appropriate to cooperate with in the OWNER'S best interest.

4. FAIR HOUSING The Property is listed and shall be made available to all persons in full compliance with local, state, and federal fair housing laws against discrimination on the basis of race, creed, color, religion, national origin, age, sex, sexual orientation, disability, familial status, marital status and military status and any other prohibited factors.

5. OWNER'S AUTHORIZATION AND OBLIGATION The OWNER:

- a) Authorizes the BROKER to make and use [] exterior only/ [] exterior and interior photographs of said property,
- b) Grants the BROKER exclusive "FOR SALE" and "SOLD" sign privilege on the Property, [] Yes [] No.
- c) Consents that the Property may be shown as per showing instructions,
- d) Authorizes the use of a lockbox [] Yes [] No [] Not Applicable, and
- e) Authorizes the dissemination and marketing of the Property on the worldwide web [] Yes [] No.

6. USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE Unless OWNER delivers to BROKER a written certification, in a form acceptable to BROKER that OWNER does not desire the listing content to be disseminated by a multiple listing service, OWNER acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by OWNER to BROKER or BROKER'S agent (the "Owner Listing Content"), or otherwise obtained or produced by BROKER or BROKER'S agent in connection with this agreement (the "Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. OWNER hereby grants to BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Owner Listing Content, to prepare derivative works of the Owner Listing Content, and to distribute the Owner Listing Content or any derivative works thereof. OWNER represents and warrants to BROKER that the Owner Listing Content, and the license granted to BROKER for the Owner Listing Content, does not violate or infringe upon the rights, including any copyright rights, of any person or entity. OWNER acknowledges and agrees that as between OWNER and BROKER, all Broker Listing Content is owned exclusively by the BROKER, and OWNER has no right, title or interest in or to any Broker Listing Content.

Initials: OWNER: 
02/29/24
2:14 AM PST
dotloop verified

OWNER: 
03/03/24
7:03 AM EST
dotloop verified

7. POSSESSION OF KEY TO PROPERTY The OWNER understands that providing the BROKER with a key and/or lockbox to the Property does not in any way make the BROKER the custodian of the Property or responsible therefore.

8. MARKETING ACTIVITY The OWNER grants to the BROKER full discretion to determine the appropriate marketing approach for the Property. BROKER will undertake to provide a ready, willing and able purchaser and in order to do so will engage in marketing activity which may include advertising, showing of the listed premises and/or the conducting of open houses.

9. BOARD AND MULTIPLE LISTING SERVICE NOT AGENTS The OWNER understands and agrees that the Otsego-Delaware Board of REALTORS, Inc. and ODMLS are not the OWNER'S agents and that none of the terms of this agreement shall make them the OWNER'S agents.

10. RENTAL OF PROPERTY Should the OWNER rent the Property during the term of this agreement, the OWNER hereby grants to the BROKER the exclusive right to rent the property, and the exclusive right to place a "FOR RENT" sign on the Property. In the event the OWNER rents the property during the term of this agreement, the OWNER agrees to pay the BROKER a rental commission of \$ **XX**. Furthermore, if the lessee purchases the herein described real property during the term of the lease or any renewal or extension thereof, the OWNER agrees to pay the BROKER the selling commission as described in this contract.

11. RESTRAINT OF TRADE The OWNER acknowledges and understands that the Otsego-Delaware Board of REALTORS, Inc. or ODMLS does not engage in any agreement or activity which recommends, fixes, suggests, controls, or maintains any commissions or commission divisions related to the sale of listed property. Commissions or fees for real estate services to be provided herein are negotiable between OWNER and BROKER.

12. ONE COMMISSION In utilizing sub agency, broker agency and/or buyer agency as described below, OWNER will not be liable for more than one (1) commission totaling **6** % of the gross selling price or \$ _____.

13. SUB AGENCY OWNER authorizes the BROKER to cooperate with and, as set forth below, compensate subagents. OWNER acknowledges that he/she could be liable for the misrepresentation(s), if any, of a subagent. In the event OWNER suffers a loss as a result of a misrepresentation of a subagent, OWNER may be entitled to bring legal action against such subagent for reimbursement of such loss. [] Yes [x] No

14. BROKER AGENCY OWNER authorizes the BROKER to cooperate with and, as set forth below, compensate broker's agents. As a general rule, the broker's agents owe fiduciary duties to the BROKER and the OWNER. The OWNER is not vicariously liable for the conduct of a broker's agent. [x] Yes [] No

15. BUYER AGENCY OWNER authorizes the BROKER to cooperate with and, as set forth below, compensate buyer's brokers. Buyer's brokers represent only the interest of the buyer. [x] Yes [] No

16. AMOUNT OF BROKERAGE FEE

OWNER agrees that the brokerage fee will be **6** % of the gross selling price or \$ _____.
The commission offered by the BROKER to sub agents shall be **0** % of the gross selling price or \$ _____.
The commission offered by the BROKER to broker's agents shall be **3** % of the gross selling price or \$ _____.
The commission offered by the BROKER to buyer's agents shall be **3** % of the gross selling price or \$ _____.

17. BROKERAGE FEE: WHEN DUE AND PAYABLE OWNER agrees that the brokerage fee set forth above will be due and payable to the BROKER:

- a) unless I am the procuring cause for the sale or exchange of my property, then no commission is due.
- b) if prior to expiration of this listing contract a purchaser for the Property, or an agreement to exchange the Property, is secured by the BROKER or by any other person at the sales price and terms contained in this contract or for any other sales price and terms acceptable to OWNER, or
- c) if within **30** days after the expiration of this agreement (the "protection period"), or any extension thereof, the Property is sold, leased or exchanged or agreed to be sold, leased or exchanged to anyone to whom the Property has been shown by any other person and/or with whom negotiations have been had involving any other person during the term of this agreement, or any extensions thereof. However, OWNER shall not be obligated to pay such compensation, if a valid listing agreement is entered into with another licensed real estate BROKER during the protection period and a sale, lease or exchange of the property is made during the term of the protection period.

18. SUBSEQUENT PURCHASE OFFERS OWNER should consult an attorney regarding any subsequent offers because a binding contract for the Property may already exist and brokerage commission claims may be involved.

19. TERMINATION OWNER understands that if OWNER terminates the BROKER'S authority prior to the expiration of the term of this agreement, the BROKER shall retain all of its contract rights, which may include, and are not limited to, recovery of a commission, advertising expenses and any other damages incurred by reason of OWNERS early termination of this agreement.

20. PUBLICATION OF PROPERTY DATA OWNER agrees that BROKER may provide ODMLS with information about the Property. The selling price will be published to ODMLS participants only upon final sale of the Property.

MLS# _____

21. PROPERTY CONDITION DISCLOSURE. BROKER has advised me that it is my obligation to complete and deliver a Property Condition Disclosure Statement to a buyer or buyer's agent prior to the buyer signing a binding contract of sale and to update and deliver to the buyer a revised Property Condition Disclosure Statement in the event I acquire knowledge that renders materially inaccurate a Property Condition Disclosure Statement previously provided by me to the buyer.

To facilitate delivery of the Property Condition Disclosure Statement to a prospective buyer, I hereby authorize BROKER to submit a copy of any Property Condition Disclosure Statement provided by me to BROKER to the Otsego-Delaware Board of REALTORS, Inc. Multiple Listing Service. [] Yes No

22. PRESENCE OF AUDIO/VIDEO RECORDING DEVICES Owners/Landlords/Property Managers are advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential Buyer/Tenant is viewing the property, the Seller/Landlord/Property Manager understands that the listing agent must disclose the presence of the device.

The property [] does does not have a device that can mechanically overhear a conversation.

23. INFORMATION ABOUT THE PROPERTY All information about the property OWNER has given BROKER is accurate, complete, and not misleading. BROKER assumes no responsibility to OWNER or anyone else for the accuracy of such listing information. OWNER authorizes BROKER to obtain other information about the property if BROKER deems it beneficial to do so. BROKER will use sources of information BROKER believes to be reliable, but is not responsible to OWNER for the accuracy of the information the BROKER obtains. OWNER authorizes BROKER to disclose to prospective purchasers any information about the Property BROKER obtains from OWNER or any other source.

24. RENEWAL AND MODIFICATION OF CONTRACT OWNER may extend the term of this contract by signing a renewal agreement. If OWNER renews this contract, the BROKER will promptly notify ODMLS of the renewal. All changes or modifications of the provisions of this contract must be made in writing signed by OWNER(S) and BROKER.

25. EXPLANATION OF TYPES OF LISTINGS AND ACKNOWLEDGEMENT OF EXPLANATIONS

- a) An "Exclusive Right to Sell" listing means that if you, the OWNER of the Property, find a buyer for your Property, or if another BROKER finds a buyer, you must pay the agreed commission to the present BROKER.
- b) An "Exclusive Agency" listing means that if you, the OWNER of the Property, find a buyer, you will not have to pay a commission to the BROKER. However, if another BROKER finds a buyer, you will owe a commission to both the selling BROKER and your present BROKER.

ACKNOWLEDGEMENT: OWNER hereby acknowledges the receipt of Explanation of Exclusive Right to Sell and Exclusive Agency types of listings.

OWNER _____

OWNER _____

26. AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT YOU DO NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.

27. ENTIRE AGREEMENT The OWNER has read and understands this agreement and does hereby acknowledge receipt of a copy thereof. This agreement shall be binding upon the parties hereto, their heirs and assigns. This agreement contains the entire agreement of the parties and supersedes all prior agreements or representations, oral or written, with respect to the Property which are not expressly set forth herein. This agreement may not be amended, modified or changed except in writing signed by both parties.

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BROKER _____ Date _____

<i>Richard Schallert</i>	dotloop verified 02/29/24 2:14 AM PST USG5-7ICZ-EFYC-AZWP
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OWNER _____ Date _____

LISTING AGENT _____ Date _____

<i>Gregory Schallert</i>	dotloop verified 03/03/24 7:03 AM EST WRTQ-GNJZ-WNGZ-6701
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OWNER _____ Date _____



Division of Licensing Services

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.ny.gov

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 interest. 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 consistent 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 cannot 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 the 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.

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. A sales agent works under the supervision 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

New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Kristen Bellois of Glimmerglass Realty Group
(Print Name of Licensee) *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

<input checked="" type="checkbox"/> Seller as a <i>(check relationship below)</i>	<input type="checkbox"/> Buyer as a <i>(check relationship below)</i>
<input checked="" type="checkbox"/> Seller's Agent	<input type="checkbox"/> Buyer's Agent
<input type="checkbox"/> Broker's Agent	<input type="checkbox"/> Broker's Agent
<input type="checkbox"/> Dual Agent	
<input type="checkbox"/> 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 _____ is appointed to represent the seller in this transaction.

(I) (We) Richard Schallert and Gregory Schallert acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s):

<i>Richard Schallert</i>	dotloop verified 02/29/24 2:14 AM PST 07XX-3KWG-A0CW-QHUK
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<i>Gregory Schallert</i>	dotloop verified 03/03/24 7:03 AM EST X0MC-YUOZ-FJLK-IHVC
--------------------------	---

Date: _____

Date: _____



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
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;
- 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
- 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

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

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

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 Kristen Bellois (print name of Real Estate Salesperson/
Broker) of Glimmerglass Realty Group (print name of Real Estate company, firm or brokerage)

(I)(We) Richard Schallert and Gregory Schallert

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

<i>Richard Schallert</i>	dotloop verified 02/29/24 2:14 AM PST 9FWA-RP4X-RGUT-6XNA
Real Estate Consumer/Seller/Landlord Signature <i>Gregory Schallert</i>	dotloop verified 03/03/24 7:03 AM EST I6TK-AIT2-3U2G-AMHI

Date: _____

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

Agricultural District Disclosure Form and Notice

Subject property address: 554 Avery Rd. Stratford, NY 13470

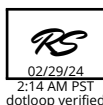
When any purchase and contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of Article 25-AA of the Agricultural and Markets Law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under Article 25-AA of the Agricultural and Markets Law.

Such disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law.

Initial the following:



The afore mentioned property **IS** located in an agricultural district.

_____ The afore mentioned property **IS NOT** located in an agricultural district.

I have received and read this disclosure notice.

Purchaser: _____

Date: _____

Purchaser: _____

Date: _____

Seller:

Richard Schallert

dotloop verified
02/29/24 2:14 AM PST
IFGD-008P-8TFM-YDHX

Date: _____

Seller:

Gregory Schallert

dotloop verified
03/03/24 7:03 AM EST
GULK-0GRS-KSKO-VFST

Date: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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 that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) KB Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Richard Schallert dotloop verified 02/29/24 2:14 AM PST OADZ-XDRN-5HZW-OVJY
Seller Date

Gregory Schallert dotloop verified 03/03/24 7:03 AM EST YT1O-4H5H-SLXF-YPVQ
Seller Date

Purchaser Date
Kristen Bellois 05/17/2023
Agent Date

Purchaser Date
Agent Date

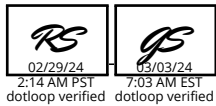
Seller's Oil and Gas Lease Disclosures

Property located at: 554 Avery Rd. Stratford, NY 13470

Oil and/or Gas leases are a valid objection to title.

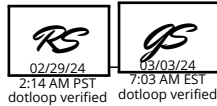
Seller makes the following representations with knowledge that the Buyer, Buyer's attorney, title insurance company and real estate agents are relying on the truth and accuracy of Seller's representations. Liability for such representations shall survive the closing and shall not merge with any deed.

Seller(s) Initials below confirm the appropriate representation for each statement:



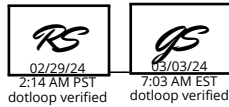
Seller **HAS NEVER** signed an Oil and/or Gas lease affecting this Property.

_____ Seller **HAS** signed an Oil and/or Gas lease affecting this Property.



Seller **HAS NEVER** received any rent, bonus, payment, royalty or other compensation for an Oil and /or Gas lease affecting this Property.

_____ Seller **HAS** received rent, bonus, payment, royalty or other compensation for an Oil and /or Gas lease affecting this Property.



Seller **HAS NO** knowledge of any Oil and/or Gas lease (whether signed by Seller or predecessor in title) affecting this Property

_____ Seller **HAS** knowledge of an Oil and/or Gas lease (whether signed by Seller or predecessor in title) affecting this Property.

I have received and read this disclosure notice. I authorize my agent to provide a copy of this disclosure notice to any prospective purchaser.

Seller: Richard Schallert dotloop verified 02/29/24 2:14 AM PST UJFN-YXLR-HVIQ-BE1B Date: _____

Seller: Gregory Schallert dotloop verified 03/03/24 7:03 AM EST MZNH-6VTF-SUYX-WYWP Date: _____

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

Disclosure Regarding Oil, Gas, Mineral and Timber Rights

The owner of real property has a variety of rights that can convey with property when the property is sold to another. These rights include surface rights (the rights to build or plant crops upon the ground) and certain subsurface rights (the right to extract materials from below the ground). Among the various subsurface rights, are the rights to explore for, and remove oil, gas and various minerals such as coal, sand and gravel.

Surface and subsurface rights are often transferred together; however these rights can transfer separately. Despite the best intention of Sellers, property owners are often not aware of the extent of the oil, gas and mineral rights they may or may not own. Determining who owns the various rights to oil, gas and minerals can be complex and should only be done by an attorney and/or title company with expertise in this area. Purchasers of real property are strongly encouraged to have their rights to oil, gas and minerals examined before moving forward with a purchase and sale agreement.

Property Address 554 Avery Rd. Stratford, NY 13470

Seller Richard Schallert

(Print/Type)

Seller Gregory Schallert

(Print/Type)

Oil, Gas, Mineral and Timber Rights to Property:

- Seller owns all and has not leased any oil, gas, mineral and/or timber rights.
- Seller does not own the rights to oil, gas and/or minerals.
- Seller does not own the rights to timber.
- Some oil, gas, mineral and/or timber rights have been leased by the Seller or previous owner. Seller has attached copies of all written oil, gas, mineral and/or timber rights leases and other documents (e.g. leases, royalty agreements) within the Seller's possession to this disclosure.

Seller Reservation of Oil, Gas, Mineral and Timber Rights: (Check all that apply)

- Seller will not reserve any future rights to oil, gas, minerals and timber.
- Seller is reserving **all** rights to oil, gas, and/or mineral rights and will not convey these rights to the Purchaser.
Explain: _____
- Seller is reserving **certain oil, gas, and mineral rights** and will convey these rights to the Purchaser as follows: _____
- Seller is reserving rights to **timber** as follows: _____
- Other: _____

This is a Disclosure Only.

Purchaser has received and read this disclosure notice. Any negotiations pertaining to transfer of oil, gas, mineral and/or timber rights will be set forth in an addendum to the Purchase and Sale of Real Estate.

Seller: *Richard Schallert* dotloop verified
02/29/24 2:14 AM PST
GRWO-EB5S-Z4IH-E0A9 Date: _____

Seller: *Gregory Schallert* dotloop verified
03/03/24 7:03 AM EST
LYNV-V0M1-X2F5-C9CJ Date: _____

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

Carbon Monoxide and Smoke Detector/Alarm Disclosure

Executive Law §378(5-a) (commonly known as Amanda’s Law) requires that every one- or two-family dwelling, dwellings located in a condominium or cooperative and apartments in a multiple dwelling, where the dwelling unit has appliances, devices or systems that may emit carbon monoxide or that have an attached garage, shall have installed an operable carbon monoxide detector. Carbon monoxide alarms must be listed and labeled as complying with UL 2034 or CAN/CSA 6.19 and installed in accordance with the manufacturer’s installation instructions.

Executive Law §378(5-b) requires that every one- or two-family dwelling and dwellings located in a condominium or cooperative shall have installed an operable single station smoke detecting alarm. The alarm must be installed in an area so that it is clearly audible in each bedroom or other sleeping area, with intervening doors closed. Upon conveyance of any real property containing a one- or two-family dwelling or condominium or cooperative apartment used as a residence, the grantor shall deliver to the grantee at the time of conveyance an affidavit indicating that the grantor is in compliance. The grantee shall have ten days from the date of conveyance to notify the grantor if the alarm(s) is not operable. Upon such notification, the grantor shall bear any cost of compliance. General Business Law §399-ccc provides that all solely battery operated smoke alarms sold after April 1, 2019 shall employ a non-removable, non-replaceable battery that powers the alarm for a minimum of ten years. This requirement does not apply to a smoke alarm that receives its power from the electrical system of the home.

I have received and read this disclosure notice.

Seller: *Richard Schallert* dotloop verified
02/29/24 2:14 AM PST
TWHU-ZIRB-EYUA-MAUV _____ Dated: _____

Seller: *Gregory Schallert* dotloop verified
03/03/24 7:03 AM EST
CK7Z-WFQS-WZP2-KHXL _____ Dated: _____

Purchaser: _____ Dated: _____

Purchaser: _____ Dated: _____

Uncapped Natural Gas Well Disclosure Form & Notice

for property commonly known as: 554 Avery Rd. Stratford, NY 13470

As the seller of residential real property, you are required by law to disclose the existence of an UNCAPPED NATURAL GAS WELL on your property of which you have actual knowledge and to disclose such fact to any purchaser of your property prior to entering into a contract for the sale of such property.

Section 242(3) of the Real Property Law states as follows:

Any person, firm, company, partnership or corporation offering to sell real property on which uncapped natural gas wells are situated, and of which such person, firm, company, partnership or corporation has actual knowledge, shall inform any purchaser of the existence of these wells prior to entering into a contract for the sale/purchase of such property.

Initial the following:



HAVE NO actual knowledge of any uncapped natural gas well(s) on the aforementioned property.

 I HAVE actual knowledge of an uncapped natural gas well(s) on the aforementioned property.

I have received and read this disclosure notice. I authorize my agent to provide a copy of this disclosure notice to any prospective purchaser.

Seller: Richard Schallert dotloop verified 02/29/24 2:14 AM PST K00C-7XG4-YMVD-DELS Date: _____

Seller: Gregory Schallert dotloop verified 03/03/24 7:03 AM EST LS5M-IMQE-L5HL-NFOG Date: _____

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

Utility Electric Service Availability/Surcharge Disclosure

Subject Property Address: 554 Avery Rd. Stratford, NY 13470

The above property **Does** **Does Not** have utility electric service available to it.

“This property is subject to an electric and/or gas utility surcharge”

The Type of Surcharge: _____

The Purpose of the Surcharge: _____

The Amount of the Surcharge: \$ _____

The Surcharge is Payable: Monthly Yearly Other _____

Purchaser: _____ **Date:** _____

Purchaser: _____ **Date:** _____

Seller:

<i>Richard Schallert</i>	dotloop verified 02/29/24 2:14 AM PST 7GJE-YWAI-N6EV-8HET
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 _____ **Date:** _____

Seller:

<i>Gregory Schallert</i>	dotloop verified 03/03/24 7:03 AM EST YYH7-DIPG-A5FM-255E
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 _____ **Date:** _____

This disclosure must be given to prospective purchasers or their agents prior to acceptance of a purchase offer. This disclosure is pursuant to Chapter 216 of the Laws of 1992. Effective 1/2/1994

Disclosure to Seller Regarding Property Condition Disclosure Statement

As the seller of residential real property, you are required by law to complete and sign a Property Condition Disclosure Statement as prescribed by Real Property Law §462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the seller must be attached to the real estate purchase contract. If you acquire knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, you must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will you be required to provide a revised Property Condition Disclosure Statement after the transfer of title from you to the buyer or after the buyer has commenced occupancy of the property. If you fail to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the property upon the transfer of title.

I have received and read this disclosure notice.

Seller: *Richard Schallert* dotloop verified
02/29/24 2:14 AM PST
AOE8-X630-DOTJ-GQCA Date: _____

Seller: *Gregory Schallert* dotloop verified
03/03/24 7:03 AM EST
DDH2-Q8IH-DE9S-T6PU Date: _____

Disclosure to Buyer Regarding Property Condition Disclosure Statement

As the buyer of residential real property, you are entitled by law to receive from the seller a signed Property Condition Disclosure Statement as prescribed by Real Property Law §462(2) prior to your signing of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the seller must be attached to the real estate purchase contract. You are also entitled to receive a revised Property Condition Disclosure Statement, as soon as practicable in the event that the seller acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided to you. You will not be entitled to receive a revised Property Condition Disclosure Statement after the transfer of title from the seller to you or after you have commenced occupancy of the property. In the event the seller fails to deliver a Property Condition Disclosure Statement to you prior to your signing a binding contract of sale, you are entitled to receive a credit in the amount of \$500.00 against the purchase price of the property upon the transfer of title.

I have received and read this disclosure notice.

Buyer: _____ Date: _____

Buyer: _____ Date: _____