

PROPERTY ADDRESS 632 Lane "Lot" Grove, OK 74344

**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES**

It is hereby confirmed that prior to entering into Contract, the following items (as applicable) have been disclosed and/or delivered:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.

Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.

This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.

Disclosure not required under the Residential Property Condition Disclosure Act.

*Land only*

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."

Property was constructed in 1978 or thereafter and is exempt from this disclosure.

The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Guide has been made available to the Buyer in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Buyer/Tenant Name (Printed): \_\_\_\_\_ Buyer/Tenant Name (Printed): \_\_\_\_\_

Buyer/Tenant Signature: \_\_\_\_\_ Buyer/Tenant Signature: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

(Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Seller in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Seller/Landlord Name (Printed): Joe Niehus Seller/Landlord Name (Printed): \_\_\_\_\_

Seller/Landlord Signature: [Signature] Seller/Landlord Signature: \_\_\_\_\_

Dated: 6-10-24 Dated: \_\_\_\_\_

PROPERTY ADDRESS XX 632 Ln Grove, OR 74344 (1.15 acre lot)

**OKLAHOMA REAL ESTATE COMMISSION  
DISCLOSURE TO SELLER OF BROKERAGE DUTIES,  
RESPONSIBILITIES AND SERVICES**

This notice may be part of or attached to any of the following:

- Option Agreement
- Listing Brokerage Agreement
- Contract of Sale of Real Estate
- Exchange Agreement
- Other \_\_\_\_\_

**1. Duties and Responsibilities.** A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
  - 1. receive all written offer and counteroffers;
  - 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
  - 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
  - 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
  - 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
  - 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
  - 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

**2. Brokerage Services provided to both parties to the transaction.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

**3. Broker providing fewer services.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

**4. Confirmation of disclosure of duties and responsibilities.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on 10<sup>th</sup> day of June, 2020.

Seller's Printed Name Joe Niehus Seller's Signature [Signature]

Seller's Printed Name \_\_\_\_\_ Seller's Signature \_\_\_\_\_

GORDON, GERALD E DEBORAH H

JURNE ROAD PROPERTIES GORDON, DEBORAH H

GORDON, DEBORAH H ABATE, JILL A

E 293 Rd

MILLER, MICAH A

NOLTE, JOSHUA

HOSKINS, TERRY II SHARON

MUNSON, MARLIN DARLENE

632 LN

KARST, R H TRUS

SELF, STEVE WAYNE

NIEHUS, JOSEPH P

MILLER, JOSHUA C

MURRAY, BILLY D SALLY ANN

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*Handwritten notes*