

OKLAHOMA REAL ESTATE COMMISSION

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

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

In consideration of the services to be rendered by the undersigned licensed Broker ("Broker"), the undersigned ("Seller") hereby exclusively lists with Broker the Property described as:

Property Address 300 SW 4th St, McAlester, OK 74501

Legal Description W 25' LOT 3 &; ALL LOT 4 BLK 87 KREBS

together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in any property data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to Broker the exclusive right to sell the Property, within the term of this listing, at a price of \$ 345,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing Broker as exclusive Broker, Seller agrees to work through Broker for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, prospective buyers, tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by Broker as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.

2. This Agreement begins on 04/03/2025, and terminates (except for the provisions of Paragraph 3) at midnight on 10/31/2025. This Agreement shall not exceed twelve (12) months in duration.

3. **Seller acknowledges the compensation in this Agreement is fully negotiable and not set by law. The compensation section in this Agreement must be completed before it can be signed by the Seller. This Agreement is not enforceable if this section is left blank.**

a. Seller agrees to pay compensation equal to the greater of 3 % (0% if left blank) of the total sales price of the property plus \$ _____ (\$0 if left blank); OR \$ _____ (\$0 if left blank).

b. Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker. In the event a cooperative agreement or supplement to split compensation with another licensed real estate brokerage occurs, the compensation provided for in section 3a shall be split 3 % of the total sales price of the property or \$ _____ to be paid to Seller's Broker and 0 % of the total sales price of the property or \$ 0.00 to be paid to Buyer's Broker.

Seller (check one) does does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property

c. The compensation shall be due and payable upon the occurrence of any of the following:
i. The sale or exchange of the Property during the term of this Agreement, whether procured by Broker, Seller, or a third person.
ii. The sale or exchange of the Property within 90 days after the termination of this Agreement, if with anyone to whom Broker has shown the Property, or with whom the Broker has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate Broker.
iii. If Broker procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at another price and terms as shall be acceptable to Seller.
iv. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within _____ days thereafter.

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4. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:

- a. Unless the Contract provides otherwise, Broker shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in Broker's trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing those funds;
- b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owners Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing marketable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Report" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";
- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by General Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract.
- d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated through the date of closing, except personal property taxes for the entire year, if any, shall be paid by Seller;
- e. If Property is single family, condominium or multi-family, to pay the closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
- f. If Property is single family, condominium, or multi-family, and if the Contract, lender, or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler, and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed an amount agreed to by Seller in the contract of sale.

5. In accordance with the Oklahoma Residential Property Condition Disclosure Act:

- a. Seller shall complete the Oklahoma Residential Property Disclosure Statement ("Disclosure Statement") or, if the Seller has never lived in the Property AND has NO knowledge of any defect concerning the Property, the Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement") if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
- b. Broker shall provide a copy of the Seller's Disclosure Statement or Disclaimer Statement (whichever is applicable) to potential Buyers or their Brokers.
- c. Broker shall disclose to a potential purchaser any defects in the Property actually known to the Broker, which are not included in the Seller's Disclosure Statement or Seller's Disclaimer Statement.

6. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|--|---|---|
| • Attic and ceiling fan(s) | • Free standing heating unit(s) | • TV antennas/satellite dish system(s) and control(s), if owned |
| • Bathroom mirror(s) | • Humidifier(s), if attached | • Sprinkler systems & control(s) |
| • Other mirrors, if attached | • Water conditioning systems, if owned | • Swimming Pool/Spa equipment/accessories |
| • Central vacuum & attachments | • Window treatments & coverings, interior & exterior | • Attached recreational equipment |
| • Floor coverings, if attached | • Storm windows, screens & storm doors | • Exterior landscaping and lighting |
| • Key(s) to the property | • Garage door opener(s) & remote transmitting unit(s) | • Entry gate control(s) |
| • Built-in and under cabinet/ counter appliance(s) | • Fences (includes sub-surface electric & components) | • Water meter, sewer/trash membership, if owned |
| • Free standing slide-in/drop-in kitchen stove | • Mailboxes/Flag poles | • All remote controls, if applicable |
| • Built-in sound system(s)/ speaker(s) | • Outside cooking unit(s), if attached | • Transferable Service Agreements and Product Warranties |
| • Lighting & light fixtures | • Propane tank(s) if owned | |
| • Fire, smoke and security system(s), if owned | • Generator(s) & Solar Panel(s) if owned | |
| • Shelving, if attached | | |
| • Fireplace inserts, logs, grates, doors and screens | | |

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A. Additional Inclusions. The following items shall also remain with the Property at no additional cost to Buyer:

Dishwasher, range/oven

B. Exclusions. The following items shall not remain with the Property: _____

7. In accordance with the HUD/EPA Lead-Based Paint Regulations, if the Property was built before 1978:

- a. Seller shall complete a Disclosure and Acknowledgment of Lead-Based Paint.
- b. Broker shall provide a copy of the Seller's Disclosure and Acknowledgment of Lead-Based Paint to potential Buyers or their Brokers along with a copy of the pamphlet Protect Your Family from Lead in Your Home.

8. In connection with this Listing Agreement, Seller authorizes Broker:

- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
- b. To enter Property information on the Internet, and advertise the Property by any means and methods as Broker determines in its sole judgment and discretion, including the making and using of photographs or other electronic images of the Property;
- c. At Seller's expense, to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system, and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association;
- d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
- e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
- f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
- g. Unless the Contract provides otherwise, Broker and Seller agree that Broker shall be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.

9. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees affiliated with the Broker's firm.

10. All of the information provided herewith, or which may be provided to Broker, shall be true and Seller agrees to hold Broker, Broker's sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from Broker, or which is incorrect.

11. Broker shall use Broker's best efforts to effect a sale of the Property during the term of this Agreement.

- a. Broker shall not be charged with the custody of the Property, its management, maintenance, or repair.

12. If the Property becomes vacant during the terms of this Agreement, Seller must notify Seller's casualty insurance company and request a vacancy Clause to cover the Property. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any persons real or personal property resulting from (i) acts of third parties; (ii) vandalism; (iii) theft; (iv) freezing water pipes; (v) a dangerous condition on the Property; (vi) the Property's non-compliance with any law or ordinance; and (vii) any act or omission not caused by Broker's negligence. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any liability for which Broker is not responsible under the Agreement.**

13. Forfeited earnest money, if any, shall be divided equally between Seller and Broker, except that Broker's portion shall, in no event, exceed the agreed compensation; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay compensation.

14. The term "Broker" herein shall include any sales associate whose signature appears on this Agreement.

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- 15. This Property is offered for sale without regard to race, color, religion, sex, age, disability, familial status, national origin or any other factor protected by federal, state or local law.
- 16. Seller and Broker agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
- 17. Seller acknowledges that Seller has read and received a copy of this Agreement and that a copy of the Oklahoma Real Estate Commission Contract Guide has been made available to the Seller in print, or at www.orec.ok.gov.
- 18. If the Broker is a member of a Multiple Listing Service (MLS), the parties hereto understand and agree that the Broker is hereby authorized to (i) enter this listing in the MLS, (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the MLS for processing and dissemination to the MLS Participants and other members of the MLS, and (iv) that the property information, once transmitted to MLS, shall be owned by it and subject to its copyright and may be used and disseminated by it.
- 19. Upon the execution of a purchase contract by both Seller and Buyer, the Broker shall have no duty thereafter to submit subsequent offers for the purchase of the Property, unless the Contract specifically provides otherwise or this sale does not close.
- 20. To facilitate the showing of said Property, Seller grants the Broker permission to place on Seller's Property a "Lock Box" containing a key that gives access to Seller's Property at times when the Broker is not present. Seller understands that access to the "Lock Box" may be in the possession of unauthorized persons who are not members of the Broker's Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said Broker has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the Broker, the MLS nor any Association to which Broker may belong, assume any responsibility for the acts of any other persons for any loss that may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes the risk of loss.

Broker (check one) is is not authorized to place a "Lock Box" on the Property.

- 21. Seller acknowledges that individuals viewing the property during the term of this Agreement may take photographs and videos of the Property or of items within and on the Property. Seller acknowledges that the Broker may not prohibit individuals from taking such photographs or videos and may not prohibit how such items may be used or displayed by such individuals.
- 22. The Seller and Broker agree that Broker, in response to inquiries from Buyers or cooperating brokers shall disclose, with the Sellers' approval, the existence of offers on the property. Where disclosure is authorized, Brokers shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller (check one) does does not authorize Broker to disclose the existence of offers on the property.

- 23. Seller is aware that a Residential Service Agreement (RSA) can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$_____ and can be withheld from Seller's funds at closing.

It is Seller's decision (check one) to Purchase Not to purchase an RSA at this time

- 24. Has the Seller been notified by any city or county governmental agency, or is the Seller aware, that the Property is in a flood hazard area? Yes No

25. Additional Provisions. Buyers agent's commission to be negotiated at the time of the offer.

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Executed by Seller this 03 day of April, 2025.

David Nelms
Seller Name (Print)

David Nelms
Seller Signature

nelms_chuck@yahoo.com
Seller's Email Address

Seller's Physical Address

Seller's Telephone (Cell)

Seller's Telephone (Work)

Sherri Nelms
Seller Name (Print)

Sherri Nelms
Seller Signature

snelms68@yahoo.com
Seller's Email Address

Seller's Physical Address

Seller's Telephone (Cell)

Seller's Telephone (Work)

Executed by Broker this 03 day of April, 2025.

Chelsey Ridenour 04/07/2025
Seller's Broker / Associate Signature

Chelsey Ridenour
Seller's Broker / Associate Name

201647
Seller's Broker License Number

918-424-4445
Seller's Broker / Associate Cellphone

chelsey.rog@gmail.com
Seller's Broker / Associate Email Address

Realty ONE Group Reliance
Brokerage Name

Ashley Riley
Name of Managing Broker

200668
Brokerage License Number

(918) 426-9068
Managing Broker Office Telephone

223 E Wyandotte Ave McAlester OK 74501
Brokerage Office Address

ashleyr.rog@gmail.com
Managing Broker Email Address

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DISCLOSURE TO SELLER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

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

Contract of Sale of Real Estate Listing 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.
- j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
- k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

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 03 day of April, 20 25.

Seller's Printed Name David Nelms Seller's Signature David Nelms

Seller's Printed Name Sherri Nelms Seller's Signature Sherri Nelms

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Oklahoma Contract Information Booklet



**Oklahoma Real Estate Commission
1915 N. Stiles Avenue, Suite 200
Oklahoma City, Oklahoma 73105-4915**

February 2018

OKLAHOMA REAL ESTATE COMMISSION

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

APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Notice to Seller: Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., § 831 *et seq.*) requires Sellers of 1 and/ or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

Notice to Purchaser: The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

"Defect" means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property. 59 O.S. Section 832(9).

LOCATION OF SUBJECT PROPERTY 300 SW 4th St, McAlester, OK 74501

SELLER IS IS NOT OCCUPYING THE SUBJECT PROPERTY.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/Services	Working	Not Working	Do Not Know if Working	None/ Not Included
Sprinkler System				✓
Swimming Pool				✓
Hot Tub/Spa				✓
Water Heater <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar	✓			
Water Purifier				✓
Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned				✓
Sump Pump				✓
Plumbing	✓			
Whirlpool Tub				✓
Sewer System <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon	✓			
Air Conditioning System <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	✓			
Window Air Conditioner(s) <i>(in apt)</i>	✓			
Attic Fan				✓
Fireplaces				✓
Heating System <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	✓			
Humidifier				✓
Ceiling Fans	✓			
Gas Supply <input checked="" type="checkbox"/> Public <input type="checkbox"/> Propane <input type="checkbox"/> Butane	✓			
Propane Tank <input type="checkbox"/> Leased <input type="checkbox"/> Owned				✓

Buyer's Initials _____ Seller's Initials Den or Initials are for acknowledgment purposes only

Appliances/Systems/Services	(Continued from page 1)	Working	Not Working	Do Not Know if Working	None/ Not Included
Electric Air Purifier					✓
Garage Door Opener		✓			
Intercom					✓
Central Vacuum					✓
Security System <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Monitored <input type="checkbox"/> Financed					✓
Smoke Detectors		✓			
Fire Suppression System Date of Last Inspection _____					✓
Dishwasher		✓			
Electrical Wiring		✓			
Garbage Disposal		✓			
Gas Grill					✓
Vent Hood		✓			
Microwave Oven		✓			
Built-in Oven/Range		✓			
Kitchen Stove		✓			
Trash Compactor					✓
Built-In Icemaker					✓
Solar Panels & Generators <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed					✓
Source of Household Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well <input type="checkbox"/> Private/Rural District		✓			

IF YOU ANSWERED Not Working to any items on pages 1 and 2, please explain. Attach additional pages with your signature.

Zoning and Historical	
1. Property is zoned: (Check One) <input checked="" type="checkbox"/> residential <input type="checkbox"/> commercial <input type="checkbox"/> historical <input type="checkbox"/> office <input type="checkbox"/> agricultural <input type="checkbox"/> industrial <input type="checkbox"/> urban conservation <input type="checkbox"/> other <input type="checkbox"/> unknown <input type="checkbox"/> no zoning classification	
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	

Flood and Water	Yes	No
3. What is the flood zone status of the property? _____		✓
4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?		✓
5. Are you aware of any flood insurance requirements concerning the property?		✓
6. Are you aware of any flood insurance on the property?		✓
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		✓
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		✓
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		✓
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		✓

Buyer's Initials _____ Seller's Initials Den SM Initials are for acknowledgment purposes only

Additions/Alterations/Repairs	Yes	No
11. Are you aware of any additions being made without required permits?		✓
12. Are you aware of any previous foundation repairs?		✓
13. Are you aware of any alterations or repairs having been made to correct defects?		✓
14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?		✓
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?	✓	
16. Approximate age of roof covering, if known <u>1 year</u> number of layers, if known <u>one</u>		
17. Do you know of any current defects with the roof covering?		✓
18. Are you aware of treatment for termite or wood-destroying organism infestation?		✓
19. Are you aware of a termite bait system installed on the property? If yes, annual cost \$ _____		✓
20. Are you aware of any damage caused by termites or wood-destroying organisms?		✓
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?		✓
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		✓
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		✓

Environmental	Yes	No
24. Are you aware of the presence of asbestos?		✓
25. Are you aware of the presence of radon gas?		✓
26. Have you tested for radon gas?		✓
27. Are you aware of the presence of lead-based paint?		✓
28. Have you tested for lead-based paint?		✓
29. Are you aware of any underground storage tanks on the property?		✓
30. Are you aware of the presence of a landfill on the property?		✓
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		✓
32. Are you aware of the existence of prior manufacturing of methamphetamine?		✓
33. Have you had the property inspected for mold?		✓
34. Are you aware of any remedial treatment for mold on the property?		✓
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?		✓
36. Are you aware of any wells located on the property?		✓
37. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? <input type="checkbox"/> Yes <input type="checkbox"/> No		✓

Property Shared in Common, Easements, Homeowner's Associations and Legal	Yes	No
38. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?		✓
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		✓
40. Are you aware of encroachments affecting the property?		✓
41. Are you aware of a mandatory homeowner's association? Amount of dues \$ _____ Special Assessment \$ _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually Are there unpaid dues or assessments for the property? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, what is the amount? \$ _____ Manager's Name _____ Phone Number _____		✓
42. Are you aware of any zoning, building code or setback requirement violations?		✓

Buyer's Initials _____ Seller's Initials SM Initials are for acknowledgment purposes only

Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from page 3)	Yes	No
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		<input checked="" type="checkbox"/>
44. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		<input checked="" type="checkbox"/>
45. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?		<input checked="" type="checkbox"/>
46. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually		<input checked="" type="checkbox"/>
47. Is the property located in a private utility district? Check applicable <input type="checkbox"/> Water <input type="checkbox"/> Garbage <input type="checkbox"/> Sewer <input type="checkbox"/> Other If other, explain _____ Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)		<input checked="" type="checkbox"/>

Miscellaneous	Yes	No
48. Are you aware of other defect(s) affecting the property not disclosed above?		<input checked="" type="checkbox"/>
49. Are you aware of any other fees, leases, liens, dues or financed fixtures or improvements required on the property that you have not disclosed?		<input checked="" type="checkbox"/>

If you answered YES to any of the items on pages 2-4, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property.

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? YES NO If yes, how many? _____

_____ 4-7-25 _____ 4-7-25
 Seller's Signature Date Seller's Signature Date

A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the Seller in the disclosure statement.

The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition. The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

_____ Date _____ Date
 Purchaser's Signature Date Purchaser's Signature Date

The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are made available at the Oklahoma Real Estate Commission www.orec.ok.gov.

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