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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 real 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 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 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

Cohoes, NY, 12047 Phone: Fax: 9 Van Dyke Avenue
Christine Frith Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

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. The 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 **Christine Frith** (*Print Name of Licensee*) of **Coldwell Banker Prime Properties** (*Print Name of Company, Firm or Brokerage*)

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

- [x] Seller as a *(check relationship below)*
  - [x] Seller's Agent
  - [ ] Broker's Agent
- [ ] Buyer as a *(check relationship below)*
  - [ ] Buyer'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
- [x] 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) **Justin R Ferguson** acknowledge receipt of a copy of this disclosure form:

Signature of [ ] Buyer(s) and/or [x] Seller(s):

Signed by:
Justin R Ferguson
Justin R Ferguson
DocuSigned by:

Date: 12/22/2025

Date: _____

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COLDWELL BANKER | PRIME PROPERTIES

Disclosure of Affiliate Companies

Coldwell Banker Prime Properties is a real estate broker duly licensed by the State of New York, with its principal office located at 621 Columbia Street, Suite 200, Cohoes, NY 12047.

We wish to disclose to you, the Purchasers and/or Sellers of real estate, that there exists a close affiliation between and, to some degree, a common ownership of the following companies: ***Prime Properties RE, LLC., Prime Properties of Queensbury, LLC., Prime Referrals, Inc., State Farm Insurance, Allstate Insurance, LLC., CB Catskills, LLC, Real Properties Group, USA LLC, Prime Properties Capital, LLC.*** These companies provide services sometimes needed or desired by Purchasers and Sellers. Other companies also offer these services as well. No fees of any type are paid to Coldwell Banker Prime Properties in connection with a mortgage transaction, title insurance transaction, home construction, or property management, other than return on ownership interest. State Farm Insurance and Allstate Insurance may provide compensation (under $10) to CBPP for services provided. Disclosure of the relationships is required pursuant to Section 2607 of the Real Estate Settlement Act of 1974 as amended (RESPA).

You, the Purchasers and Sellers, should determine to your own satisfaction which services you need or desire and which company can best provide these services. It is agreed and understood that customers or clients of Coldwell Banker Prime Properties may be contacted by a representative of CBPP and/or any above-mentioned companies concerning this or future real estate matters at the phone number provided to agent by consumer.

As real estate brokers, we are not advisors on legal, engineering, surveying, water quantity or quality, the existence of insect infestation, structural condition, or other technical matters. However, we will be pleased to provide you with information on how to engage such other professionals as you may determine to use in your transactions. Our goal is to arrange a meeting of the minds between the Purchaser and Seller and to make the transactions as easy as possible. We will be happy to answer any questions regarding our role as real estate brokers.

		Signed by: Justin R Ferguson 7542F895D28946D...	12/22/2025
Purchaser	Date	Seller **Justin R Ferguson**	Date
Purchaser	Date	Seller	Date
		DocuSigned by: Christine Frith 6C74BE3A4F4B4...	12/21/2025
Agent	Date	Agent **Christine Frith**	Date

Revised January 2024

GLOBAL MLS, Inc.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

SELLER /BUYER

Seller Name(s): Justin R Ferguson

Property Address: 9 Van Dyke Avenue, Amsterdam, NY 12010

Lead Warning Statement

Every Buyer 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 know lead-based paint hazards. A risk assessment of 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):

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

_____

_____

b. ☒ Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

b) Records and report available to the Seller (check (i) or (ii) below):

a. ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

_____

_____

b. ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgement (initial all that apply)

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

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

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

a. _____ 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.

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

f) _____ Seller has not provided records or reports to Buyer.

Agent's Acknowledgment (initial)

g) _____ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d 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.

		Signed by: Justin R Ferguson 7542F895D28946B...	12/22/2025
Buyer	Date	Seller **Justin R Ferguson**	Date
Buyer	Date	DocuSigned by: Christine Frith 1E0A4E2C1E5B4... Seller	Date 12/21/2025
Buyer Agent	Date	Listing Agent **Christine Frith**	Date
		Coldwell Banker Prime Properties Listing Firm	