

PROPERTY IDENTIFIER \_\_\_\_\_

**OKLAHOMA REAL ESTATE COMMISSION**

**APPENDIX B. RESIDENTIAL PROPERTY CONDITION  
DISCLAIMER STATEMENT FORM**

**Seller Instructions:** Oklahoma Law (the "Residential Property Condition Disclosure Act," 60, O.S. Section 831 et. seq., effective July 1, 1995) requires a seller of 1 and 2 residential dwelling units to deliver, or cause to be delivered, a disclaimer statement to a purchaser as soon as practicable, but in any event before acceptance of an offer to purchase if you, the seller: 1) have never occupied the property and make no disclosures concerning the condition of the property; and 2) have no actual knowledge of any defect concerning the property.

If, however, you occupied the property or know of a defect in regard to the property, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to the purchaser.

Also, if you become aware of a defect after delivery of this disclaimer statement to a purchaser, but before you accept an offer to purchase, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to a purchaser.

Completion of this form by you may not be more than 180 days prior to the date this form is received by a purchaser.

Note: If this disclaimer statement is delivered to a purchaser after an offer to purchase has been made by the purchaser, the offer to purchase shall be accepted by you only after a purchaser has acknowledged receipt of this statement and confirmed the offer to purchase.

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.

**SELLER'S DISCLAIMER STATEMENT**

The undersigned seller states that seller has never occupied the property located at 15188 Highway 82  
\_\_\_\_\_, Oklahoma;

(Initial all below)

Seller has never occupied the property EB \_\_\_\_\_

Seller has no actual knowledge of any defects EB \_\_\_\_\_

Seller makes no disclosures concerning the condition of the property EB \_\_\_\_\_

Edward Byler \_\_\_\_\_ 06/16/26 \_\_\_\_\_  
Seller's Signature Date Seller's Signature Date

**PURCHASER'S ACKNOWLEDGMENT**

The purchaser shall sign and date this acknowledgment. The purchaser is urged to carefully inspect the subject property and, if desired, to have the property inspected by an expert. The purchaser acknowledges that purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase you make on the property identified above.

\_\_\_\_\_  
Purchaser's Signature Date Purchaser's Signature Date

**Note to seller and purchaser:** A real estate licensee has no duty to the seller or 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 this disclaimer statement.

The disclosure and disclaimer statement forms and the Residential Property Condition Disclosure Information Pamphlet are made available by the Oklahoma Real Estate Commission, 1915 N. Stiles Ave., Suite 200 (Denver N. Davison Building), Oklahoma City, Oklahoma 73105-4919. Visit the Commission's web site: [www.orec.ok.gov](http://www.orec.ok.gov)

OKLAHOMA REAL ESTATE COMMISSION

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.

Property Address: 15188 Highway 82

Seller's Disclosure

a. Presence of lead-based paint and/or lead-based paint hazards (Initial (I) or (II) below):

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

ii. EB 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 (Initial (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. EB 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 (Initial (I) or (II) below):

i. \_\_\_\_\_ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

ii. \_\_\_\_\_ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

d. \_\_\_\_\_ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

e. Purchaser has (Initial (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 or enter N/A if not applicable)

f. [Signature] Seller's 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.

g. \_\_\_\_\_ Purchaser's 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 (only if the purchaser's agent receives compensation from the seller).

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.

Table with 4 columns: Role, Date, Signature, Date. Rows for Purchaser, Seller, Broker/Associate.

Address: 15188 Highway 82 (Property)

### SQUARE FOOTAGE WAIVER AND RELEASE

Square footage measurements of a Property (intended to include a residential dwelling, improvements and lot; vacant lot; acreage; or leased residential property) can vary from a few feet to several hundred feet, regardless of the source of information, and may be affected by alterations or the manner in which the Property was measured. There is no single uniform system for the precise measurement of a Property. There are often discrepancies and inaccuracies in measurements of the Property.

The Broker/Associate (intended to include Listing Broker/Associate, Selling Broker/Associate, and Leasing Broker/Associate) has not measured the Property. The Broker/Associate makes no representation or warranty, expressed or implied, of the size of the Property or the accuracy of any measurements of the Property.

- ✓ Square footage measurements can vary greatly and the Broker/Associate only reports information contained in any appraisals of the Property provided by the Seller/Lessor, builder plans or permits, and public tax records.
- ✓ The Broker/Associate has no duty or obligation to independently investigate or measure the size of the Property.
- ✓ The Broker/Associate has no duty or obligation to independently verify the accuracy of square footage measurements contained in any appraisals of the Property provided by the Seller/Lessor, builder plans or permits, or public tax records.
- ✓ In making the decision to purchase/lease, Buyer/Lessee is not relying on the square footage measurements of the Property contained in any document, appraisal, report, advertisement, multiple listing service report, or other information provided by the Broker/Associate.
- ✓ In deciding the purchase price/lease rate or value of the Property, Buyer/Lessee is not basing the decision on a price per square foot.

As Buyer/Lessee, it is your right to determine and satisfy for yourself the square footage (size) of the Property. You have the right to measure or to hire your own professional or other individual you believe capable of measuring the Property. Such measurements must be completed within the Investigation, Inspections and Reviews time period provided for in the Contract of Sale of Real Estate or the lease contract.

By signing below Buyer/Lessee acknowledges having received, read and signed this Square Footage Waiver and Release prior to entering into a contract for the purchase/lease of the Property. Buyer/Lessee waives and releases any claims or damages against the Broker/Associate and the Seller/Lessor relating to any discrepancies or inaccuracies in the square footage of the Property.

\_\_\_\_\_  
Buyer/Lessee Signature (Date)

\_\_\_\_\_  
Buyer/Lessee Signature (Date)

Seller/Lessor acknowledges receipt of signed Square Footage Waiver and Release with Buyer's/Lessee's offer to purchase/lease the Property.

*Edward Byler*  
\_\_\_\_\_  
Seller/Lessor Signature (Date) 06/16/26

\_\_\_\_\_  
Seller/Lessor Signature (Date)

*(This form, after signed by Buyer/Lessee, is to be presented with offer to purchase/lease to Seller/Lessor)*