



### SELLER'S PROPERTY DISCLOSURE

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. Only REALTORS® licensed in North Dakota are authorized to use this form in compliance with NDAR's Statewide Forms Policy.

	Statewide Forms Policy.
1 2 3 4 5 6 7	NOTICE FOR NORTH DAKOTA PROPERTY:  This form is designed to guide Seller(s) in making the legally required disclosures and to assist Seller(s) to avoid inadvertent nondisclosures of material facts as required by statute. Seller(s) must disclose all material facts Seller(s) is aware could adversely and significantly affect an ordinary buyer's use and enjoyment of the Property or any intended use of the Property of which Seller(s) is aware, even if not specifically asked in this form. Additional space for disclosure is provided on the last page of this form. Seller(s) may attach any additional information as necessary.  Refer to North Dakota Century Code 47-10-02.1 for more detail on requirements of the statute.
8	DATE:
9	PROPERTY ADDRESS:
10	Name of Seller(s):
11	Street Address:
12	City: State: Zip Code: County:
13 14 15 16 17	THIS IS NOT A WARRANTY:  This disclosure is not a warranty or guarantee of any kind by Seller(s), Broker(s) or Agent(s) representing or assisting any party in the transaction; and, it is not a substitute for inspections or warranties which the parties may wish to obtain. Seller(s) is only providing information of which Seller(s) is aware. Broker(s)/Agent(s) is not a property inspector and has little or no information regarding the condition of this Property.
18 19 20	Seller(s) authorizes Broker(s) and Agent(s) to provide the following information to prospective Buyer(s). Information presented in this form is not intended to be part of any PURCHASE AGREEMENT between Buyer(s) and Seller(s).
21 22 23 24 25 26 27 28 29	<ul> <li>SELLER(s):</li> <li>Seller(s) is to personally complete this form. Please include the Property address on every page.</li> <li>Answer all line items, even if the answer is "Unknown."</li> <li>If more space is needed, place additional disclosures on Page 9 and include the line number(s) being referenced.</li> <li>Seller(s) is obligated to continue to notify Buyer(s) in writing of any facts that differ from the facts disclosed here (new or changed) of which Seller(s) is aware that occur up to the time of closing. Seller(s) must disclose new or changed facts on the SELLER'S PROPERTY DISCLOSURE ADDENDUM/AMENDMENT or in writing.</li> </ul>
30 31 32 33 34 35 36 37 38	<ul> <li>BUYER(s):</li> <li>Buyer(s) is encouraged to thoroughly inspect the Property personally or have it inspected by a third party and to inquire about any specific areas of concern.</li> <li>NOTE: If Seller(s) answers "Unknown" to any of the questions listed below, it does not necessarily mean that it does not exist on the Property. "Unknown" may mean Seller(s) is unaware that it exists on the Property.</li> <li>Buyer(s) is responsible for reviewing any zoning or regulatory use restrictions affecting the Property, including but not limited to mineral rights, airport zoning regulations, and municipality ordinances.</li> </ul>

#### SELLER(s) & BUYER(s):

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- THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
- The following information applies to all structures, such as garage(s), outbuilding(s), shed(s), etc.
- Initial by any changed answers or mistakes made on this form.

Buyer(s) Initials	Seller(s) Initials	



Address:	_
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EC	UAL I	HOUSI	NG

		YES	NO		
$\frac{1}{2}$	When did you purchase or build the home?				
3 4	Type of title evidence.   Abstract  Owner's Title Insurance  United the Property on a public or private road?  Public  Private  Public  Privat			intain	ed
STRU					
1	Has the structure been altered? (Additions, altered roof lines, changes to load bearing walls, etc.) If Yes, Explain:	YES	NO	UNK	
2	Was a permit obtained to alter the structure? If No, Explain:				
3	Have you or anyone else performed work on the Property which required a building, plumbing, electrical, or other permits? If Yes, Explain:				
4	Was a permit obtained? If No, Explain:				
5	Was the work approved by an inspector? If No, Explain:				
6	Is there, or has there been, water seepage, sewer back up, and/or dampness? If Yes, Explain:				
7	Have waterproofing repairs been made? If Yes, Explain:				
8	Type of basement/foundation. (Check one) ☐ Brick ☐ Concrete block ☐ Concr	oncrete	poure	ed	



Address:	

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E	JUAL I	HOUSI	NG

		YES	NO	UNK	NA
9	Are there cracked or bulged floors or walls in the basement? If Yes, Explain:				
10	Is drain and/or sump pump installed and working properly? If Yes, where does it drain to:				
11	Are all structures located within the boundaries of the Property?  If No, Explain:				
12	Was any structure moved to this site? If Yes, Explain:				
13	Are there cracks in the driveway, garage floor, sidewalks, patio, retaining walls, or other outside hard surface areas? If Yes, Explain:				
14	What is the age of the roofing material on the home? Year(s)				
15	What is the age of the roofing material on the garage/out buildings?  Year(s)				
16	Does the roof leak, or has the roof ever leaked? If Yes, Explain:				
17	Has there been interior damage from a roof leak, condensation, or ice buildup? If Yes, Explain:				
18	Has there been damage to any roof or shingles? If Yes, Explain:				
19	Was insulation added to the structure? If Yes, Explain:				
20	Are you aware of dry rot in the building? If Yes, Explain:				
21	Has the Property or its improvements been damaged? (Check all applicable) □Fire □Smoke □Wind □Floods □Hail □Snow □Frozen pipes □Broken water line				
Ruver(s	) Initials Seller(s) Initials				



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		YES	NO	UNK	NA
	If Yes, was the damage repaired? Explain:				
22	Have damage claims been paid to you by insurance coverage? If Yes, Explain:				
23	Do rain gutters and downspouts work? If No, Explain:				
24	Are exterior and interior locks operable? Will keys be provided for each?				
25	Are all the window screens available?				
26	Are there damaged screens? If Yes, Explain:				
27	Are all the storm windows available?				
28	Are there broken windows or broken seals?				
29	Are skylights in working condition? (i.e., no leaking, condensation, or mechanical)				
30	Is the fireplace/wood burner in working order? If No, Skip to Number 33.				
31	Is the fan, chimney, or flue in working order?				
32	Has the fireplace/wood burner/chimney/flue been cleaned? If Yes, When:				
33	Has the vents/ductwork ever been cleaned? If Yes, When:				
34	Are you aware of any rough-in for future amenities that were added during construction or remodel of the home? (i.e., Plumbing rough-in for future wet-bar, bathroom, sprinkler. Electrical rough-in for hot tub, pool, sound system, generator. Heat rough-in for future gas, electric baseboard, garage heater. Gas for future fireplace, grill, firepits, etc.) If Yes, Explain:				
35	Are there additional Property conditions that have not been described above? (i.e., slanted floors, sticking windows, settling, distorted door frames, sagging ceilings, siding irregularities, stained or damaged floor coverings, etc.)  If Yes, Explain:				

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_



Address:	

# EQUAL HOUSING

45	UTILITIES	(UNK = Unknown,	NA = Not Applicable
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		YES	NO	UNK	NA
1	Are there wells on the above-described Property? If Yes, see WELL DISCLOSURE.				
2	Is there a Rural Water membership serving the Property? If Yes, provide membership transfer information.				
3	Is there a private sewer system on or serving the Property? If Yes, see PRIVATE SEWAGE TREATMENT SYSTEM DISCLOSURE.				
4	Have you ever scoped or snaked the sewer lines? If Yes, Explain:				
5	Utilities provided by:  Gas: Average Monthly  Electrical: Average Monthly  Water: Average Monthly  Trash Pick Up: Average Monthly  Other: Average Monthly  Mailbox Number: Key: □ YES □ N	Cost: Cost: Cost:			-
LANI	$O  ext{ USE } (UNK = Unknown, NA = Not Applicable)$				
		YES	NO	UNK	NA
1	Are there covenants, deed restrictions, or reservations? If Yes, Explain:				
2	Have you received notice from any governmental authority of future assessments? If Yes, Explain:				
3	Are there zoning infractions, non-conforming uses, or violations? If Yes, Explain:				
4	Are there encroachments, easements, life estate, right of first refusal, or existing lease(s)? If Yes, Explain:				
5	Is the Property part of a Homeowner's Association? If Yes, See HOA INFORMATION.				
6	Is the Property a Condominium? If Yes, See CONDO INFORMATION.				
7	Are there shared features with adjoining property such as walls, fenced, and/or driveways?				

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_



Address:		



47	${f ENVIRONMENTAL}$ CONCERNS (UNK = Unknown, NA = Not Applicable)
48	To your knowledge, have any of the following existed or do they currently exist on the Property:

		YES	NO	UNK	NA
1	Fill dirt? If Yes, Explain:				
2	Asbestos? If Yes, Explain:				
3	Insect, animal, or pest infestations? If Yes, Explain:				
4	Hazardous wastes/substances? If Yes, Explain:				
5	Underground storage tanks? If Yes, Explain:				
6	Drainage/standing water issues? If Yes, Explain:				
7	Smoking inside any structures? If Yes, Explain:				
8	Illicit drug production/sales/usage? If Yes, Explain:				
9	Methamphetamine production/sales/usage? If Yes, Explain:				
10	Signs of soil expansion, contraction, or movement other than situations related to normal conditions? If Yes, Explain:				
11	Any suspected microbial/fungal growth? If Yes, Explain:				
12	Has there been confirmed black mold on the Property? If Yes, Explain:				
13	Is urea-formaldehyde foam insulation present? If Yes, Explain:				
14	Are there or have there been pets on the Property? If Yes, Explain:				

Buyer(s) Initials \_\_\_\_\_ Seller(s

Seller(s) Initials \_\_\_\_\_



Address:			

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1	Has the Property been tested for radon? If Yes, attach the most current	$\frac{\text{YES}}{\Box}$	NO D	UNK	
1	records and reports pertaining to radon concentrations, mitigation, or remediation.  If Yes, Explain:	Ц	Ц	Ш	
2	Has a radon mitigation system been installed? If Yes, include the system description and documents.				
3	Have you been informed of any radon gas concentrations in the Property? If Yes, Explain:				_
FLO	OD DISCLOSURE - INCLUDING OVERLAND AND RIVER FLOODING	<del>}</del>			_
	is intended to provide information to prospective Buyer(s) concerning high wading overland and river flooding that may impact the Property.	ater ele	evatio	n flood	e
insur previ paid	Whether or not Seller(s) currently carries flood insurance, it may be requance premiums are increasing, and in some cases will rise by a substantial arously charged for flood insurance for the Property. As a result, Buyer(s) should for flood insurance on this Property previously as an indication of the premires) completes their purchase.	mount l not re	over tely on t	the prei the prei	m m
		YES	NO	UNK	
1	Is the Property in a designated 100-year floodplain? If Yes, see FLOOD DISCLOSURE.				
2	Has the Property been impacted by high water elevation flood events including overland and river flooding? If Yes, see FLOOD DISCLOSURE.				
	Do you carry flood insurance? If Yes, Explain:				
3					
4	Is the flood insurance transferrable? If Yes, Explain:		_		
4					_
PRO Check Vee exclutax p	If Yes, Explain:	is Prop marke	oerty. <i>I</i>	e for pr	o'
PRO Checl Ye exclu tax p tax co The P If Yes	If Yes, Explain:  PERTY TAX/SPECIALS DISCLOSURE  A appropriate box:  S □ No Is there an exclusion from market value for home improvements on this sion shall terminate upon sale of the Property, and the Property's estimated surposes shall increase. If a valuation exclusion exists, Buyer(s) is encouraged	is Prop marke to loo other	perty. A t value k into credits	e for pr the res	o sı

Seller(s) Initials \_\_\_\_\_

NDAR: Seller's Property Disclosure Rev. 1/2025

Buyer(s) Initials \_\_\_\_\_



# EQUAL HOUSING

#### 72 SYSTEMS & APPLIANCES

Answers below do not guarantee item is included or not included in sale. See PURCHASE AGREEMENT for inclusions/exclusions.

NI = Not Included, WK = Working, NW = Not Working, UNK = Unknown, N/A = Not applicable.

	Not included, WK =						ing, UNK = Unknown, N					
1		NI	WK	NW	UNK	N/A		NI	WK	NW	UNK	N/A
2	Air Exchanger						Oven					
3	Antenna & Cable						Plumbing Fixtures					
4	Attic Fan						Plumbing Systems					
5	Bathroom Vent Fan(s)						Pool & Equipment					
6	Carbon Monoxide Detectors						Range					
7	Ceiling Fan(s)						Range Hood					
8	Central Air Cooling						Refrigerator					
9	Central Heating System						Satellite Dish					
10	Central Vacuum						Sauna					
11	Dehumidifier						Septic Tank					
12	Dishwasher						Smoke Detector (Battery)					
13	Doorbells						Smoke Detector (Hardwire)					
14	Drain Tile System						Solar Collector(s)					
15	Dryer						Sump Pump(s)					
16	Electrical Systems						Supplemental Heater(s)					
17	Electronic Air Purifier						Trash Compactor					
18	Exhaust Fan(s)						Wall Air Conditioner(s)					
19	Fire Sprinkler System						Washer					
20	Freezer						Washer/Dryer Hookups					
21	Furnace Humidifier						Water Heater(s)					
22	Garage Door Auto Reverse						Water Softener					
23	Garage Door Controls						Water Treatment System					
24	Garage Door Openers						Window Air Conditioner					
25	Garbage Disposal						Window Treatments					
26	Hot Tub						Wood Burning Stove					
27	Incinerator						Other:					
28	Intercom						Other:					
39	Lawn Sprinkler						Other:					
30	System Microwave Oven						Other:					
31	Security System						Audio Visual System					

Buyer(s) Initials	 Seller(s) Initials	
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	Terms of Security System Contract (Explain):
	ADDITIONAL DISCLOSURES:
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	FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): As a general rule, 26 U.S. Code 1445 (hereinafter "FIRPTA") requires a transferee (Buyer(s)) of a United State
]	real property interest to withhold a tax from the proceeds of any disposition of the real property interest if th
	ransferor (Seller(s)) is a foreign person (any person other than a United States person), unless an exception of the FIRPTA withholding requirements applies. Exemptions from the general rule are set forth in the
	FIRPTA. Due to the complexity of the FIRPTA, both the Buyer(s) and the Seller(s) are advised to see appropriate legal and tax advice regarding FIRPTA compliance, since failure to adhere to the FIRPTA
	withholding rules could result in legal liability to both the Buyer(s) and Seller(s) and their Broker(s)/Agent(s
	or qualified substitutes. Seller(s) hereby represents and warrants that Seller(s) $\square$ IS $\square$ IS NOT a foreign person, as defined by th
]	FIRPTA. This representation of the Seller(s) shall survive closing. Seller's Broker(s)/Agent(s) and Buyer's
	Broker(s)/Agent(s), and any qualified substitute, as those terms are defined by the FIRPTA, may rely upo this representation.
t	If the Seller(s) represents that it is a foreign person, the Buyer(s) may be subject to income tax withholdin
	requirements, and the Buyer(s) could be personally liable for failing to withhold a tax from the proceeds of th real estate disposition, if none of the enumerated exemptions to the FIRPTA apply to the transaction. If th
	ical colaic disposition, if fione of the chambiated exemptions to the first in apply to the transaction, if the
	Seller(s) represents that it is a foreign person, but that one of the exemptions to the FIRPTA apply, Buyer(s
	Seller(s) represents that it is a foreign person, but that one of the exemptions to the FIRPTA apply, Buyer(s may require Seller(s) to provide specific documentation as prescribed by the FIRPTA to verify, under penalt
	Seller(s) represents that it is a foreign person, but that one of the exemptions to the FIRPTA apply, Buyer(s may require Seller(s) to provide specific documentation as prescribed by the FIRPTA to verify, under penalty of perjury, that one of the exemptions to the FIRPTA withholding requirements applies to the transaction. If the Seller(s) represents that it is not a foreign person, the Buyer(s), or its Broker(s)/Agent(s) or qualified
	Seller(s) represents that it is a foreign person, but that one of the exemptions to the FIRPTA apply, Buyer(s may require Seller(s) to provide specific documentation as prescribed by the FIRPTA to verify, under penalty of perjury, that one of the exemptions to the FIRPTA withholding requirements applies to the transaction. I

Address:



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Buyer Signature

 Address:



Date

.02 .03 .04 .05	under penalty of perjury, th	at the Seller(s) is no xecute, and deliver an	ecific documentation as prescribed t a foreign person. On or before c y affidavit, instrument, or statemen	losing, the Buyer(s) and
.06	SELLER'S STATEMENT:	-		
.07 .08 .09 .10	Agent(s) representing any p entity in connection with an the information provided in t listed below. Seller(s) is obli	arties in this transac y actual or anticipate this document is true a gated to continue to a	rty to be as stated above and autition to provide a copy of this Stated sale of the Property. Seller(s) he and accurate to the best of Seller's notify Buyer(s) in writing of any feller(s) is aware that occur up to	tement to any person or ereby acknowledges that knowledge as of the date acts that differ from the
.13	SELLER'S PROPERTY DISC	CLOSURE AMENDM	ENT/ADDENDUM.	
.12 .13 .14 .15	SELLER'S PROPERTY DISC Seller Signature	CLOSURE AMENDM  Date	ENT/ADDENDUM.  Seller Signature	Date
.13	Seller Signature	Date		
.13 .14 .15	Seller Signature  BUYER'S ACKNOWLEDG  Buyer(s) acknowledges receip representing the sale of this I	Date  EMENT: (TO BE SIG  pt of this Seller's Disc  Property have not mad  ler's Disclosure. Buyer	Seller Signature  NED AT THE TIME OF PURCHAS  losure. Buyer(s) acknowledges that le statements concerning the condit  r(s) acknowledges that Buyer(s) has	E AGREEMENT) t Broker(s) and Agent(s) tion of the Property other

Date

Buyer Signature