



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 18 19 20 21 22 23 24 25 26 27 28 29	 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. 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). SELLER(s): Seller(s) is to personally complete this form. Please include the Property address on every page. Answer all line items, even if the answer is "Unknown." If more space is needed, place additional disclosures on Page 9 and include the line number(s) being referenced. 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.
30 31 32 33 34 35 36 37	 BUYER(s): 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. 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. 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. 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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EQ	UAL HOUSING PORTUNIT	G Y

43 GENERA I	LINFORMATION
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		YES	NO		
1	When did you purchase or build the home?				
2	Has the home been occupied continuously for the past 12 months? If No, Explain:				
3	Type of title evidence. Abstract Owner's Title Insurance Unit	known			
4	Is the Property on a public or private road? ☐ Public ☐ Private ☐ Public If Private or Public not maintained, Explain:			intaine	ed
TRU					
		YES	NO	UNK	NA_
1	Has the structure been altered? (Additions, altered roof lines, changes to load bearing walls, etc.) If Yes, Explain:		Ш	Ц	Ц
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 ☐ Concrete block ☐ Concrete block ☐ Concrete forms ☐ Wood ☐ Other If Other, Explain:	oncrete	poure	od.	



Address:	

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		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) □ Unknown				
15	What is the age of the roofing material on the garage/out buildings? Year(s) Unknown				
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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E	DUAL HOUSIN	Ģ

		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:				
ouyer(s) Initials Seller(s) Initials				

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Address:	



45	UTILITIES	(UNK = Unknown,	NA	= Not Applicable)
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		YES	NO	UNK	N/
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: Average Monthly Gas:	Cost: Cost: Cost:			- -
T A N.T.		0			
LANI	O 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? If Yes, Explain:				

Buyer(s) Initials _____ Seller(s) Initials _____



Address:		



47	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:

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		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) Initials _____



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-		YES	NO	UNK]
1	Has the Property been tested for radon? If Yes, attach the most current records and reports pertaining to radon concentrations, mitigation, or remediation. If Yes, Explain:				
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	DD DISCLOSURE - INCLUDING OVERLAND AND RIVER FLOODING	1			
	s intended to provide information to prospective Buyer(s) concerning high wa	ater ele	evatio	ı flood (ev
insura previo	Whether or not Seller(s) currently carries flood insurance, it may be required ance 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 premium (s) completes their purchase.	mount not re ums tl	over t ly on t nat wi	the prer the prer ill apply	m m y
1	Is the Property in a designated 100-year floodplain?	YES	NO	UNK	
1	If Yes, see FLOOD DISCLOSURE.	Ц	Ц	Ц	
2	Has the Property been impacted by high water elevation flood events including overland and river flooding? If Yes, see FLOOD DISCLOSURE.				
3	Do you carry flood insurance? If Yes, Explain:				
4	Is the flood insurance transferrable? If Yes, Explain:				
PRO	PERTY TAX/SPECIALS DISCLOSURE				
Check Ye exclusion tax pu	PERTY TAX/SPECIALS DISCLOSURE 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 appropriate shall increase. If a valuation exclusion exists, Buyer(s) is encouraged ensequences.	marke	t valu	e for pro	O
Check Ye exclus tax pu tax co Ye the Pr If Yes	appropriate box: S D 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 approaches shall increase. If a valuation exclusion exists, Buyer(s) is encouraged	market to loo	t value k into	e for pre the res s affecti	o su in

Seller(s) Initials _____

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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.

NI =	Not Included, WK =	Wor	king,	NW =	Not V	Work	ing, UNK = Unknown, N	V/A =	Not	appl	icable	.
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						Pool & Equipment					
	Fan(s)											
6	Carbon Monoxide						Range					
	Detectors											
7	Ceiling Fan(s)						Range Hood					
8	Central Air Cooling						Refrigerator					
9	Central Heating						Satellite Dish					
	System											
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				D		Sump Pump(s)					
16	Electrical Systems						Supplemental					
						<u> </u>	Heater(s)					
17	Electronic Air						Trash Compactor					
	Purifier											
18	Exhaust Fan(s)						Wall Air Conditioner(s)					
19	Fire Sprinkler						Washer					
	System		. 7									
20	Freezer	O					Washer/Dryer					
		Y					Hookups					
21	Furnace Humidifier						Water Heater(s)					
22	Garage Door Auto						Water Softener					
	Reverse											
23	Garage Door						Water Treatment					
	Controls						System					
24	Garage Door						Window Air					
	Openers						Conditioner					
25	Garbage Disposal					<u> </u>	Window Treatments	므				
26	Hot Tub						Wood Burning Stove					
27	Incinerator						Other:					
0.7	.						0.1					
28	Intercom						Other:					
0.0	T 0 11						0.1					
39	Lawn Sprinkler						Other:					
0.0	System						0.1					
30	Microwave Oven						Other:					
0.7	g g						A 1. T7. 1.0					
31	Security System						Audio Visual System					

Buyer(s) Initials	 Seller(s) Initials	



81	ADDITIONAL DISCLOSURES:
82 83 84 85 86 87 88 89	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 States real property interest to withhold a tax from the proceeds of any disposition of the real property interest if the transferor (Seller(s)) is a foreign person (any person other than a United States person), unless an exception to 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 seek 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.
91 92 93 94	Seller(s) hereby represents and warrants that Seller(s) \square IS \square IS NOT a foreign person, as defined by the 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 upon this representation.
95 96 97 98 99 100	If the Seller(s) represents that it is a foreign person, the Buyer(s) may be subject to income tax withholding requirements, and the Buyer(s) could be personally liable for failing to withhold a tax from the proceeds of the real estate disposition, if none of the enumerated exemptions to the FIRPTA 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) 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

Address:

Buyer(s) Initials _____ Seller(s) Initials _____ Seller(s) Initials _____ NDAR: Seller's Property Disclosure Rev. 1/2025



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Buyer Signature

Address: _	
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Date

102 substitutes, may require the Seller(s) to provide specific documentation as prescribed by the FIRPTA to verify, 103 under penalty of perjury, that the Seller(s) is not a foreign person. On or before closing, the Buyer(s) and 104 Seller(s) agree to complete, execute, and deliver any affidavit, instrument, or statement which may reasonably 105 be required to comply with FIRPTA requirements. 106 SELLER'S STATEMENT: (TO BE SIGNED AT TIME OF LISTING) 107 Seller(s) hereby states the condition of the Property to be as stated above and authorizes any Broker(s) or 108 Agent(s) representing any parties in this transaction to provide a copy of this Statement to any person or 109 entity in connection with any actual or anticipated sale of the Property. Seller(s) hereby acknowledges that 110 the information provided in this document is true and accurate to the best of Seller's knowledge as of the date 111 listed below. Seller(s) is obligated to continue to notify Buyer(s) in writing of any facts that differ from the 112 facts disclosed here (new or changed) of which Seller(s) is aware that occur up to the time of closing. See 113 SELLER'S PROPERTY DISCLOSURE AMENDMENT/ADDENDUM. 114 Seller Signature Seller Signature 115 Date Date 116 BUYER'S ACKNOWLEDGEMENT: (TO BE SIGNED AT THE TIME OF PURCHASE AGREEMENT) 117 Buyer(s) acknowledges receipt of this Seller's Disclosure. Buyer(s) acknowledges that Broker(s) and Agent(s) representing the sale of this Property have not made statements concerning the condition of the Property other 118 than those listed in this Seller's Disclosure. Buyer(s) acknowledges that Buyer(s) has been advised to verify 119 120 the information listed in this Statement independently. Buyer(s) acknowledges and understands that this document is not intended to be a warranty of 121 any kind or a substitute for any inspection of the Property Buyer(s) may wish to obtain. 122 123

Buyer Signature