

SELLER'S PROPERTY DISCLOSURE

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1 NOTICE FOR NORTH DAKOTA PROPERTY:

2 This form is designed to guide Seller(s) in making the legally required disclosures and to assist Seller(s) to avoid
3 inadvertent nondisclosures of material facts as required by statute. Seller(s) must disclose all material facts Seller(s) is
4 aware could adversely and significantly affect an ordinary buyer's use and enjoyment of the Property or any intended use
5 of the Property of which Seller(s) is aware, even if not specifically asked in this form. Additional space for disclosure is
6 provided on the last page of this form. Seller(s) may attach any additional information as necessary.
7 Refer to North Dakota Century Code 47-10-02.1 for more detail on requirements of the statute.

8 **DATE:** _____

9 **SELLER(s):** _____

10 PROPERTY ADDRESS:

11 Street Address: _____

12 City: _____ State: _____ Zip Code: _____ County: _____

13 THIS IS NOT A WARRANTY:

14 This disclosure is not a warranty or guarantee of any kind by Seller(s), Broker(s) or Agent(s) representing or
15 assisting any party in the transaction; and, it is not a substitute for inspections or warranties which the parties
16 may wish to obtain. Seller(s) is only providing information of which Seller(s) is aware. Broker(s)/Agent(s) is
17 not a property inspector and has little or no information regarding the condition of this Property.

18 Seller(s) authorizes Broker(s) and Agent(s) to provide the following information to prospective Buyer(s).
19 Information presented in this form is not intended to be part of any PURCHASE AGREEMENT between
20 Buyer(s) and Seller(s).

21 SELLER(s):

- 22 • Seller(s) is to personally complete this form. Please include the Property address on every page.
- 23 • Answer all line items, even if the answer is "Unknown."
- 24 • If more space is needed, place additional disclosures on Page 9 and include the line number(s) being
25 referenced.
- 26 • Seller(s) is obligated to continue to notify Buyer(s) in writing of any facts that differ from the facts
27 disclosed here (new or changed) of which Seller(s) is aware that occur up to the time of closing.
28 Seller(s) must disclose new or changed facts on the SELLER'S PROPERTY DISCLOSURE
29 ADDENDUM/AMENDMENT or in writing.

30 BUYER(s):

- 31 • Buyer(s) is encouraged to thoroughly inspect the Property personally or have it inspected by a third
32 party and to inquire about any specific areas of concern.
- 33 • **NOTE:** If Seller(s) answers "Unknown" to any of the questions listed below, it does not necessarily
34 mean that it does not exist on the Property. "Unknown" may mean Seller(s) is unaware that it exists
35 on the Property.
- 36 • Buyer(s) is responsible for reviewing any zoning or regulatory use restrictions affecting the
37 Property, including but not limited to mineral rights, airport zoning regulations, and municipal
38 ordinances.

39 SELLER(s) & BUYER(s):

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

Buyer(s) Initials _____

Seller(s) Initials _____

43 **GENERAL INFORMATION**

	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 ☐ Unknown		
4 Is the Property on a public or private road? ☐ Public ☐ Private ☐ Public – not maintained If Private or Public not maintained, Explain: _____		

44 **STRUCTURAL ELEMENTS (UNK = Unknown, NA = Not Applicable)**

	YES	NO	UNK	NA
1 Has the structure been altered? (Additions, altered roof lines, changes to load bearing walls, etc.) If Yes, Explain: _____	☐	☐	☐	☐
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 poured ☐ Stone ☐ Insulated concrete forms ☐ Wood ☐ Other If Other, Explain: _____				

Buyer(s) Initials _____

Seller(s) Initials _____

	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, settling, or sinking concrete 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: _____	☐	☐	☐	☐

Buyer(s) Initials _____

Seller(s) Initials _____

Address: _____

	YES	NO	UNK	NA
21 Has the Property or its improvements been damaged? (Check all applicable) ☐ Fire ☐ Smoke ☐ Wind ☐ Floods ☐ Hail ☐ Snow ☐ Frozen pipes ☐ Broken water line 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 _____

45 **UTILITIES** (UNK = Unknown, NA = Not Applicable)

	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: _____ Electrical: _____ Water: _____ Trash Pick Up: _____ Other: _____ Mailbox Number: _____	Average Monthly Cost: _____ Average Monthly Cost: _____ Average Monthly Cost: _____ Average Monthly Cost: _____ Average Monthly Cost: _____ Key: ☐ YES ☐ NO			

46 **LAND 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/CONDO ASSOCIATION DISCLOSURE.	☐	☐	☐	☐
6 Is the Property a Condominium? If Yes, See HOA/CONDO ASSOCIATION DISCLOSURE.	☐	☐	☐	☐
7 Are there shared features with adjoining property such as walls, fences, and/or driveways? If Yes, Explain: _____	☐	☐	☐	☐

Buyer(s) Initials _____

Seller(s) Initials _____

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:**

	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 waste/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:	☐	☐	☐	☐
15 Are there any dead, dying or diseased trees/shrubs on the Property? If Yes, Explain:	☐	☐	☐	☐

Buyer(s) Initials _____

Seller(s) Initials _____

49 **RADON DISCLOSURE**

50 *Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities,*
51 *may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal guidelines have been*
52 *found in buildings on residential real property in North Dakota. Additional information regarding radon and radon testing*
53 *may be obtained from your local public health unit or the state department of environmental quality.*

See RADON DISCLOSURE as required by North Dakota Century Code.

54 **FLOOD DISCLOSURE – INCLUDING OVERLAND AND RIVER FLOODING**

55 This is intended to provide information to prospective Buyer(s) concerning high water elevation flood events,
56 including overland and river flooding that may impact the Property.

57 **Note:** Whether or not Seller(s) currently carries flood insurance, it may be required in the future. Flood
58 insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums
59 previously charged for flood insurance for the Property. As a result, Buyer(s) should not rely on the premiums
60 paid for flood insurance on this Property previously as an indication of the premiums that will apply after
61 Buyer(s) completes their purchase.

	YES	NO	UNK	NA
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.	☐	☐	☐	☐
3 Do you carry flood insurance? If Yes, Explain:	☐	☐	☐	☐
4 Is the flood insurance transferable? If Yes, Explain:	☐	☐	☐	☐

62 **PROPERTY TAX/SPECIALS DISCLOSURE**

63 Check appropriate box:

64 ☐ **Yes** ☐ **No** Is there an exclusion from market value for home improvements on this Property. Any valuation
65 exclusion shall terminate upon sale of the Property, and the Property's estimated market value for property
66 tax purposes shall increase. If a valuation exclusion exists, Buyer(s) is encouraged to look into the resulting
67 tax consequences.

68 ☐ **Yes** ☐ **No** Is the Property subject to any preferential property tax status or any other credits affecting
69 the Property (e.g. Disability, Green Acres, CRP, RIM, Rural Preserve, Primary Residence Credit, etc.)?
70 If Yes, Explain:

71 _____
72 _____
73 _____

74 If Yes, would these terminate upon the sale of the Property? ☐ Yes ☐ No If Yes, Explain:

75 _____
76 _____
77 _____

Buyer(s) Initials _____

Seller(s) Initials _____

78 SYSTEMS & APPLIANCES

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

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

		NI	WK	NW	UNK	N/A		NI	WK	NW	UNK	N/A
1												
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:	☐	☐	☐	☐	☐
29	Lawn Sprinkler System	☐	☐	☐	☐	☐	Other:	☐	☐	☐	☐	☐
30	Microwave Oven	☐	☐	☐	☐	☐	Other:	☐	☐	☐	☐	☐
31	Security System	☐	☐	☐	☐	☐	Audio Visual System	☐	☐	☐	☐	☐

Buyer(s) Initials _____

Seller(s) Initials _____

82 **SECURITY SYSTEM:**

83 Security System Equipment (Check one) ☐ Owned ☐ Leased ☐ N/A

84 Security System Service Contract is transferable (Check one) ☐ Yes ☐ No ☐ N/A

85 Terms of Security System Contract (Explain):_____

86

87 **ADDITIONAL DISCLOSURES:**

SAMPLE

88 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.

97 Seller(s) hereby represents and warrants that Seller(s) ☐ IS ☐ IS NOT a foreign person, as defined by the
98 FIRPTA. This representation of the Seller(s) shall survive closing. Seller's Broker(s)/Agent(s) and Buyer's
99 Broker(s)/Agent(s), and any qualified substitute, as those terms are defined by the FIRPTA, may rely upon
100 this representation.

101 If the Seller(s) represents that it is a foreign person, the Buyer(s) may be subject to income tax withholding
102 requirements, and the Buyer(s) could be personally liable for failing to withhold a tax from the proceeds of the
103 real estate disposition, if none of the enumerated exemptions to the FIRPTA apply to the transaction. If the
104 Seller(s) represents that it is a foreign person, but that one of the exemptions to the FIRPTA apply, Buyer(s)
105 may require Seller(s) to provide specific documentation as prescribed by the FIRPTA to verify, under penalty
106 of perjury, that one of the exemptions to the FIRPTA withholding requirements applies to the transaction. If
107 the Seller(s) represents that it is not a foreign person, the Buyer(s), or its Broker(s)/Agent(s) or qualified

Buyer(s) Initials

Seller(s) Initials

Address: _____

108 substitutes, may require the Seller(s) to provide specific documentation as prescribed by the FIRPTA to verify,
109 under penalty of perjury, that the Seller(s) is not a foreign person. On or before closing, the Buyer(s) and
110 Seller(s) agree to complete, execute, and deliver any affidavit, instrument, or statement which may reasonably
111 be required to comply with FIRPTA requirements.

112 **SELLER'S STATEMENT: (TO BE SIGNED AT TIME OF LISTING)**

113 Seller(s) hereby states the condition of the Property to be as stated above and authorizes any Broker(s) or
114 Agent(s) representing any party in this transaction to provide a copy of this Statement to any person or entity
115 in connection with any actual or anticipated sale of the Property. Seller(s) hereby acknowledges that the
116 information provided in this document is true and accurate to the best of Seller's knowledge as of the date
117 listed below. Seller(s) is obligated to continue to notify Buyer(s) in writing of any facts that differ from the
118 facts disclosed here (new or changed) of which Seller(s) is aware that occur up to the time of closing. See
119 SELLER'S PROPERTY DISCLOSURE AMENDMENT/ADDENDUM.

120 _____
121 Seller Signature Date Seller Signature Date

122 **BUYER'S ACKNOWLEDGEMENT: (TO BE SIGNED AT THE TIME OF PURCHASE AGREEMENT)**

123 Buyer(s) acknowledges receipt of this Seller's Disclosure. Buyer(s) acknowledges that Broker(s) and Agent(s)
124 representing the sale of this Property have not made statements concerning the condition of the Property other
125 than those listed in this Seller's Disclosure. Buyer(s) acknowledges that Buyer(s) has been advised to verify
126 the information listed in this Statement independently.

127 **Buyer(s) acknowledges and understands that this document is not intended to be a warranty of**
128 **any kind or a substitute for any inspection of the Property Buyer(s) may wish to obtain.**

129 _____
130 Buyer Signature Date Buyer Signature Date