

**Real Estate, Cub Cadet LT 1050 Riding Mower, Vintage-Toys/Clothing/Pin-Ups/Advertising/Art, Disney and Warner Bros. Memorabilia, Native American Indian History/Signed Art, Coins, Unique Model Cars/Airplanes, Star Wars Collectibles, Marilyn Monroe/John Wayne/James Dean, Tools, Antiques, New In the Box/Like New Items and Personal Property Auction!**

**Sunday, August 20th, 2023 @ 10:00 a.m. \*preview begins at 9:00 a.m.**

**Open House Wednesday, August 16th, 2023 from 4:00 to 5:00 p.m.**

**Auction to take place onsite at:**

**5926 Co. Rd. 16, Canandaigua, NY 14424 (Ontario County)**

**Auction for the Estate of Peter P. Chysafides.**

**Real Estate:**

**Property Information**

- Tax Map # : 153.00-1-18.000
- Built in 1973
- Full Market Value: \$234,600
- Property Class: 240 - Rural Res.
- Canandaigua City School District
- 200 amp electric
- Private sewer and water (Newer drilled well and pump)
- Rheem performance Platinum Gladiator 50 gallon Hot water heater (Like New)
- Stiebel Eltron Electric heat (Newer)
- Kenmore dishwasher, microwave, Maytag electric stove
- Chamberlain Whisper Drive Overhead Garage Doors (1.5/2 car garage)
- 14 acres, Pond and outbuilding (Newer roof/windows on buildings)
- Huge Private and spacious deck
- Kenmore water softener, Sears water filter, Hydropro water systems pressure tank
- Huge block wall cement floor basement
- Nice sunroom/living room and fireplace/3 beds/1.5 baths/dining room
- Check out property bidder pack for more information and specifics
- Must contact County/Town/School for approximate taxes without exemptions(Ontario County and Canandaigua City Schools.

**Any specific questions about real estate or personal items are welcomed! 6077457375**

**Standard Real Estate Auction Terms:**

10% buyer's premium added to the final bid to equal the total purchase price. 20% down on the day of auction, with the remainder due at closing within 30-45 days. 20% down payment must be in certified form. Time is of the essence. Executor's Deed. Property sells "As Is, Where Is." All tests and inspections must be done prior to auction day. All statements at auction take precedence over any printed material. Real Estate to be sold free and clear with NO liens, NO back mortgages and NO back taxes owed! Auctioneer agency represents only the sellers. Lead paint may exist.

Another professional auction conducted by.....

**Z and R Auction Co.**

**NYS's Family Auction Team**

**4716 NYS Route 41**

**Cortland, NY 13045**

**Office: 607-745-7375**

**[www.zandrauctions.com](http://www.zandrauctions.com) "EVERYTHING WE TOUCH TURNS TO SOLD"**

**Brent J. Zogg and Carl Zogg Auctioneers & Sale Managers**

### **Sale Information and Procedures**

Prospective bidders should take an opportunity to inspect the property (signs posted) prior to the Auction and obtain an information packet that has been prepared for the sale. It is the bidder's responsibility to have their attorney review the pertinent documents (purchase offer, deeds, etc.) and, if necessary, make arrangements for financing of the property with their financial institution.

#### At the auction:

- Obtain a bidder number by registering with the clerk and show proper identification.
- The Auctioneer will open the Auction by announcing the terms and conditions of the real estate to be offered. The properties will be sold subject to owner's approval.
- Once bidding activity is completed, a purchase offer will be prepared in the amount of the final purchase price and it will be signed.
- The successful bidder will be required to pay the 20% as down payment.
- ALL real estate will be sold in "AS IS, WHERE IS" condition.

#### Conditions of sale:

- All dimensions/descriptions are based upon information supplied to the Auctioneer. Prospective purchasers should inspect the property and review all pertinent documents and information prior to sale.
- Please be reminded that this is an Auction. Any offer written and accepted by the Seller(s) is the winning bid.

#### Possession:

- Possession of the property will be at Closing, within 45 days of the Auction.

#### Agency:

- Z and R Auction Co. (Brent J. Zogg, broker) and representatives are exclusive agents of the seller(s).

#### Deposit/Terms on Real Estate:

- A purchase offer will be prepared at the close of the auction. A deposit is required by CASH, PERSONAL CHECK or CERTIFIED CHECK only. Make checks payable to Z and R Auction Co. 10% buyer's premium added to final bid to equal the Total Purchase Price. 20% of the Total Purchase Price down on the day of auction, with the remainder due at closing within 45 days. Time is of the essence. Buyer must close within 45 days. Executor's deed. Property sells "AS IS, WHERE IS". All tests required must be done prior to auction day. Real estate to be sold free and clear with NO liens, NO back mortgages and NO back taxes owed! Auctioneer agency represents only the seller(s). Lead paint may exist.

#### Z and R Auction Co. Real Estate Bidder Packet Disclaimer:

- The following real property information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness. Prospective purchasers of the auction property are responsible for conducting such due diligence as they deem appropriate, prior to bidding at the auction sale. All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

BIDDER'S CERTIFICATION FOR REAL ESTATE

By signing this Certification and returning it in exchange for a bidder number, I hereby certify that:

1. I understand that Z and R Auction Co., Real Estate is an exclusive agent of the seller(s).
2. I have received an Information Packet containing a SAMPLE offer to purchase.
3. I understand that the Auction rules will be strictly enforced and there will be NO exceptions.
4. If I am the successful bidder, I will be asked to sign a Purchase Offer and make the required deposit immediately upon the conclusion of the Real Estate portion of the auction.
5. I currently have sufficient funds to meet the deposit requirements as called for by the Purchase Offer.
6. I understand that the property will be sold to the highest bidder, subject to owner confirmation.
7. I have personally inspected the real estate being offered at Auction and agree to accept the property in the condition I find it as of this date. I understand that any testing needed must be conducted prior to the day of the Auction. If there is anything concerning the condition of the property that I do not understand or on which I require further explanation, I will ask PRIOR to bidding. My question and the answer may be recorded as part of the open Forum portion of the Auction presentation.
8. I understand completely that this real estate sells "As Is, Where Is".
9. I understand that possession of the property shall take place at closing.
10. The buyer will be responsible for a new survey, if one is needed.
11. I understand that I will forfeit my deposit if I am unable to close the transaction.
12. I understand that I will be liable for the seller's attorney's fees in the event I am unable to close the transaction.
13. I understand that the Auctioneers reserve the right to preclude any person from bidding if there is any question, in the sole judgment of the Seller or the Auctioneers, as to such person's creditworthiness, ability or willingness to close on the purchase of the Property, credentials, fitness, etc. All decisions the Auctioneer makes are final.
14. The time of settlement and all other times stated in this Agreement are to be of the essence.
15. Possession is to be delivered by Executor's deed.
16. Risk of loss or damage to the property by fire or other casualty between the date of this Agreement and the date of settlement shall remain upon the Seller.
17. The sale and settlement hereunder are not contingent upon the Buyer obtaining a mortgage.
18. Buyer shall pay all costs of title search and title insurance, as well as Buyer's attorney fees and any other expenses incurred by Buyer.
19. Buyer acknowledges that the real estate is being sold at Auction and any offer written and accepted by the Seller is the final, winning bid.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: Sunday, August 20th, 2023

Auction for the Estate of Peter P. Chysafides

Bidder No. \_\_\_\_\_

This is a legally binding document. Consult your lawyer if you do not understand any part of it.

**OFFER TO PURCHASE**

TO THE SELLER OR PERSON WHO HAS THE RIGHT TO SELL THE PROPERTY DESCRIBED BELOW:

This agreement, made on the 20th day of August 2023 by the Peter P. Chysafides estate, (Victoria L. Marrujo, Executrix), hereinafter referred to as the "Sellers" and \_\_\_\_\_, hereinafter referred to as the "Buyer."

PROPERTY: I (We) agree to purchase the following property situated in the county of Ontario NY, located at 5926 Co. Rd. 16, Canandaigua, NY 14424 known as tax map # : 153.00-1-18.000 (for a more detailed description of the property reference is hereby made to the deed thereof) together with all lighting, heating and plumbing fixtures, window shades, screen and storm doors and windows, if any, water heater, water meter and all fixtures and fittings belonging to or used in the operation of the property and owned by you.

PRICE: At the price of \_\_\_\_\_ \$ \_\_\_\_\_  
Payable as follows:

DEPOSIT: \$ \_\_\_\_\_ cash deposited with Z and R Auction Co, Real Estate to be held until this offer is accepted, at which time it shall become part of the purchase price, or returned if not accepted.

BALANCE: \$ \_\_\_\_\_ cash on or before \_\_\_\_\_ on passing of deed.

HIGH BID: \$ \_\_\_\_\_

BUYER'S PREMIUM: \$ \_\_\_\_\_

TOTAL PURCHASE PRICE: \$ \_\_\_\_\_

**REAL ESTATE SELLS IN "AS IS, WHERE IS" CONDITION**  
**This agreement shall not be contingent upon any fact or occurrence.**

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ESCROW: The deposit shall be held in escrow by Z and R Auction Co. and Associates Real Estate until closing and will be applied toward the total purchase price of the real estate. In the event that the Seller is unable to perform in closing the transaction, the deposit will be refunded to the Buyer. In the event that the Buyer is unable to perform in closing the transaction, the deposit will be forfeited by the Buyer and kept by the Seller. In the event that the Buyer is unable to perform in closing the transaction, the Buyer will also be liable for all attorney's fees incurred by the Seller and the Seller's agent.

BUYER'S PREMIUM: The Buyer acknowledges and understands that the buyer's premium has been earned at the time of the auction and execution of this purchase agreement.

PROPERTY SOLD AS IS: Buyer understands that the property is sold in "As Is, Where Is" condition. It is understood that the Buyer has inspected the property or hereby waives the right to do so and has agreed to purchase the property as a result of such inspection and not because of or in reliance upon any representation made by the Seller or any officer, partner or employee of the Seller, or by the agent of the Seller, or by the Seller's attorney, or any salesman or employees of the agent of the Seller, or by any cooperating broker, if any, or any of his salesman and employees, and that the Buyer agrees to purchase it in its present condition, "AS IS".



ABSTRACT of TITLE, TAX SEARCH, SURVEY: Buyer to perform survey if needed. Buyer to perform abstract of title if desired. Sellers will provide an Executor's Deed. All dimensions are approximate and not guaranteed.

DEED: Possession is to be delivered by Executor's Deed.

ADJUSTMENTS: Interest, insurance premiums, rents and taxes will be prorated and adjusted as of the closing date. Time is of the essence.

POSSESSION: Possession of the premises shall be delivered on or before the closing date, on passing of the deed.

CLOSING: Transfer is to be completed at the office of either party's attorney; whichever can be mutually agreed upon. Closing will occur on or before \_\_\_\_\_. Time is of the essence. An extension may be granted in writing if both parties are in agreement.

RECORDING FEES, EXPENSES, ETC.: The Buyer shall pay any and all attorney's fees and any other expenses incurred by the Buyer. The Buyer shall pay all fees, including the cost of recording the deed and the cost of any applicable revenue stamps, and the cost of recording a release of mortgage on the property, if applicable.

LEAD PAINT: Property may contain LEAD PAINT.

RISK OF LOSS: The risk of loss or damages to the property by fire or other causes, until the delivery of the deed, is assumed by the Seller.

BINDING AGREEMENT: All sales shall be final, absolute, and without recourse and by executing this purchase agreement, the Buyer acknowledges and understands that the Auctioneer is acting as an agent for the disclosed principal.

This offer, when accepted, shall be a binding contract. It shall bind the parties hereto and their respective executors, administrators, distributees, successors and assigns.

DATED: \_\_\_\_\_ Signed: \_\_\_\_\_ (Buyer)

Witness: \_\_\_\_\_ Signed: \_\_\_\_\_ (Buyer)

**ACCEPTANCE**

The undersigned hereby accepts this offer, agrees to sell on the terms and conditions set forth, and agrees to pay Z and R Auction Co, the authorized agent, the entire 10% buyer's premium as commission.

The deposit made or as much as covers the commission may be applied to payment of the commission.

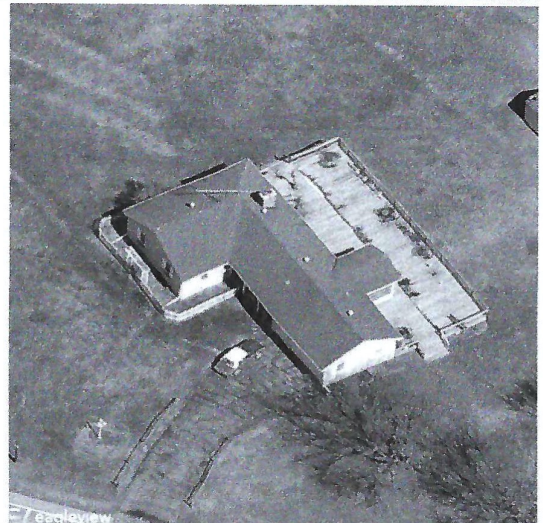
DATED: \_\_\_\_\_ Signed: \_\_\_\_\_ (Seller)

DATED: \_\_\_\_\_ Signed: \_\_\_\_\_ (Seller)

Witness: \_\_\_\_\_ Signed: \_\_\_\_\_ (Seller)

# ONCOR Ontario County Online Resources

Ontario County GIS Program  
70 Ontario Street  
Canandaigua, NY 14424



NOTE: Inventory and assessment data originates with the respective local assessor

## PROPERTY SUMMARY REPORT

**Tax Map ID:** 153.00-1-18.000  
**Physical Address:** 5926 Co Rd 16  
**Community:** Town of Canandaigua  
**Easting:** 616490 **Northing:** 1011438  
**Acres:** 14.70 **Neighborhood:** 24340  
**Roll Section:** 1 2023 **Utilities:** Electric  
**Property Class:** 240 Rural res  
**School District:** Cdga City Sch Dist  
**Frontage:** .00 **Depth:** .00  
**Heat:** Electric  
**Fuel:** Electric  
**Water:** Private  
**Sewer:** Private

**Obstructions:**  
% NYS DEC Wetland: 0  
% NWI Wetland: 2  
% Steep Slope: 11

### BUILDING DETAILS (primary building only)

**Year Built:** 1973 **Square Feet:** 1308  
**Condition:** Normal  
**Style:** Ranch  
**Stories:** 1 **Central Air:** 0  
**Siding:** Composition  
**Basement:** Full  
**Full Baths:** 1 **Half Baths:** 1  
**Bedrooms:** 3 **Fireplaces:** 1

Please see Parcel Detail Report for complete information

### Assessed Values

**Full Market Value:** \$234600  
**Total Assessment:** \$234600  
**Land Assessment:** \$51100

### Owner Information

CHYSAFIDES, PETER P & DEBRA ANN  
5926 CO RD 16  
CANANDAIGUA NY 14424 -

### Recent Residential Sales

Valid Sales Only within the past three years

**Date:** **Price:** **Sale Type:**

### Notes:

**Deed Book:** 816 **Page:** 145 **Date Filed:** 10/1/1982

### Comments:



THIS MAP AND INFORMATION IS PROVIDED "AS IS" AND ONTARIO COUNTY MAKES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND THAT OF FITNESS FOR A PARTICULAR PURPOSE CONCERNING THIS MAP AND THE INFORMATION CONTAINED HEREIN. USER ASSUMES ALL RISKS AND RESPONSIBILITY FOR DETERMINING WHETHER THIS INFORMATION IS SUFFICIENT FOR PURPOSES INTENDED.



Click here to look up your polling station

Monday, July 17, 2023

Previous Owners

**OWNER NAME(S):** SMITH,HOMER H & LOUISE T

**DEED DATE:** 11/01/1950

**DEED BOOK:** 500

**DEED PAGE:** 277

**CLERK NUMBER:**

**COMMENTS:**

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Monday, July 17, 2023



## Tax Information

### SPECIAL DISTRICT TAX RATES

Special District	Code	SD Tax Rate	UN Tax Rate	FE Tax Rate
Canandaigua Fire Protection	FD241	0.912773	0	0

### EXEMPTIONS

Exemptions Description	County	Town	Village	School
41834 - STAR EN	0	0	0	81400

### ESTIMATED TAXES WORKSHEET

The workspace below can be used to estimate the TRUE taxes for this property. Users are strongly urged to contact the Ontario County Treasure's Office (585-396-4432) to verify exact total taxes. If the property is in one of the cities, please contact either the City of Canandaigua (585-396-5015) or the City of Geneva (315-789-2114) depending on the location.

TAX TYPE	TAX RATE		TOTAL ASSESSED VALUE	TOTAL TAXES	TAX YEAR
<b>SCHOOL:</b>	20.197922	X	\$234600.00 /1000 =	\$4738.43	2022-2023
<b>COUNTY:</b>	7.330439	X	\$234600.00 /1000 =	\$1719.72	2022-2023
<b>TOWN OR CITY:</b>	1.059327	X	\$234600.00 /1000 =	\$248.52	2022-2023
<b>VILLAGE:</b>	0	X	\$234600.00 /1000 =	\$0.00	2022-2023

**Municipal and School Taxes Subtotal:** \$6706.67

**+ Special District Taxes Subtotal:**

**TOTAL ESTIMATED TAXES:**

## SURVEYS

Survey ID	Survey Link (copy and paste in browser)
5925 02/15/2007	<a href="https://oncorng.co.ontario.ny.us/surveys/5925.tiff">https://oncorng.co.ontario.ny.us/surveys/5925.tiff</a>
6355 11/15/2013	<a href="https://oncorng.co.ontario.ny.us/surveys/6355.tiff">https://oncorng.co.ontario.ny.us/surveys/6355.tiff</a>

## TAX BILLS

*Copy and paste link in a browser*

<b>School:</b>	<a href="https://oncorng.co.ontario.ny.us/TaxbillSchool/153.00-1-18.000_School.pdf">https://oncorng.co.ontario.ny.us/TaxbillSchool/153.00-1-18.000_School.pdf</a>
<b>County/Town:</b>	<a href="https://oncorng.co.ontario.ny.us/TaxbillCountyTown/153.00-1-18.000_CountyTown.pdf">https://oncorng.co.ontario.ny.us/TaxbillCountyTown/153.00-1-18.000_CountyTown.pdf</a>
<b>City:</b>	
<b>Village:</b>	



## ADDITIONAL INVENTORY

### IMPROVEMENTS

<b>Structure Description:</b>	<b>Year:</b>	<b>SqFt:</b>	<b>Dim1:</b>	<b>Dim2:</b>	<b>Condition:</b>	<b>Grade:</b>
Gar-1.0 att	1973	594	27	22	Normal	Average
Porch-covered	1973	120	20	6	Normal	Average
Porch-enclsd	1973	144	12	12	Normal	Average
Porch-open/deck	1973	2119	0	0	Normal	Average
Shed-machine	2002	288	24	12	Good	Average

### LAND DESCRIPTION

<b>Land Type:</b>	<b>Waterfront:</b>	<b>Soil Rating:</b>	<b>Acres:</b>	<b>Depth:</b>	<b>Frontage:</b>
Primary			1	0	0
Residual			13	0	0
Waterfront			0	0	0



# INDIVIDUAL BUILDING DETAILS

## RESIDENTIAL BUILDINGS

*Building details are followed by area dimensions provided in square feet*

<b>Building Style:</b>	Ranch	<b>Overall Condition:</b>	
<b>Actual Year Built:</b>	1973	<b>Construction Grade:</b>	Average
<b>Effective Year Built:</b>	1985	<b>Number of Stories:</b>	1
<b>Year Remodeled:</b>	0	<b>Heating Type:</b>	Electric
<b>Number of Bedrooms:</b>	3	<b>Fuel Type:</b>	Electric
<b>Number of Full Baths:</b>	1	<b>Exterior Wall Material:</b>	Composition
<b>Number of Half Baths:</b>	1	<b>Exterior Condition:</b>	
<b>Number of Kitchens:</b>	1	<b>Basement Type:</b>	Full
<b>Number of Fireplaces:</b>	1	<b>Central Air (1 = Yes)</b>	0
<b>Total Living Area:</b>	1308	<b>Half Story:</b>	0
<b>First Story:</b>	1308	<i>Unfinished:</i>	0
<b>Second Story:</b>	0	<b>3/4 Story:</b>	0
<b>Additional Story:</b>	0	<i>Unfinished:</i>	0
		<b>Finished Basement Area:</b>	0
		<b>Finished Attic Area:</b>	0
		<b>Finished Rec Room Area:</b>	0
		<b>Finished Over Garage:</b>	0

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## COMMERCIAL BUILDINGS

**Building Number:**

**Building Section:**

**Year Built:**

**Number of Indent Buildings:**

**Percent Air-conditioned:**

**Percent Alarmed:**

**Percent Sprinkler:**

**Gross Floor Area:**

**Perimeter:**

**Basement Square Footage:**

**Basement Perimeter:**

**Overall Condition:**

**Quality:**

**Number of Stories:**

**Story Height:**

**Basement Type:**

**Number of Elevators:**

**Boekh Model Number:**

**Boekh Model Code:**

**Wall A:**

**Wall B:**

**Wall C:**



## PROPERTY ANALYSIS

<b>Type:</b>	<b>Description:</b>	<b>Acres:</b>	<b>% Coverage:</b>
Ecological Community	Cropland	0.00	0.004%
Ecological Community	Farm Pond/Artificial Pond	0.57	3.907%
Ecological Community	Mowed Lawn	2.31	15.968%
Ecological Community	Successional Northern Hardwoods	1.75	12.064%
Ecological Community	Successional Old Field	9.86	68.057%
NRCS Soils	Darien silt loam, 3 to 8 percent slopes	4.19	28.9%
NRCS Soils	Darien silt loam, 8 to 15 percent slopes	6.23	43.0%
NRCS Soils	Lansing silt loam, 15 to 25 percent slopes	1.51	10.4%
NRCS Soils	Lansing silt loam, 8 to 15 percent slopes	2.52	17.4%
NRCS Soils	Valois gravelly loam, 15 to 25 percent slopes	0.04	0.3%
Utilities - Electric	ROCHESTER GAS & ELECTRIC	14.49	100.0%
Utilities - Gas	NEW YORK STATE ELCTRIC & GAS	14.49	100.0%
Utilities - Telephone	Finger Lakes Technology Group	14.49	100.0%
Utilities - Telephone	Frontier Telephone of Rochester	14.49	100.0%
Watershed	Canandaigua Lake	14.49	100.0%
Wetlands - NWI	Freshwater Pond	0.29	2.0%





## LOCAL ZONING

Note: OnCOR users are strongly urged to contact the municipal planning/zoning office to confirm accuracy of the zoning information listed below.

<b>Type:</b>	<b>Description:</b>	<b>% Coverage:</b>
Town of Canandaigua Zoning	RR-3 - Rural Residential - 3 Acre Lot	100.0%







# 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 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 consistent 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

# 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. A 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 \_\_\_\_\_ of \_\_\_\_\_  
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

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

Seller as a (check relationship below)

Buyer as a (check relationship below)

Seller's Agent

Buyer's Agent

Broker'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

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) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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. 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 known lead-based paint hazards. A risk assessment or 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):

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

(ii) \_\_\_\_\_ 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 (check (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) \_\_\_\_\_ 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 received copies of all information listed above.

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

(e) Purchaser has (check (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)**

(f) \_\_\_\_\_ 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.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date