



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

New York State Disclosure Form for Buyer and Seller

Customer Service: (518) 474-4429
www.dos.state.ny.us

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 interests. 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 inconsistent 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 can not 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 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 the 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 the seller. An agent acting as a dual agent must explain carefully to both the buyer and the 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 of 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 to negotiate the purchase and sale of real estate. 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 function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and the seller. A designated sales agent can not provide the 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 may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provide to me by _____ (print name of licensee) of **Winzone Realty Inc.**,
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
 Broker's agent

Buyer'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: _____

LISTING AGREEMENT FOR COMMERCIAL/INDUSTRIAL
 COMMISSION RATES FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY SHALL BE
 NEGOTIATED BETWEEN THE LISTING REALTOR AND THE SELLER



* Means Required Information

* Broker Load (Y or N) Y

* ML#

LOCATION

Street #: _____ Street Dir: _____ * Street Name: _____

St Suffix: _____ * Town: _____ * Zone: _____ * Zip: _____

Zip + 4: _____ Unit #: _____ Sec/ Area: _____

Cross St: _____ School District Name: _____

School District #: _____ District: _____ Section: _____ Block: _____

Lot: _____ * Waterfront (Y or N): _____ Waterfront Desc.: _____ * Waterview (Y or N): _____ Corner Property (Y or N): _____

PRICE & DATES

* Listing Price: _____

* Listing Date: _____ * Exp Date: _____

PROPERTY DESCRIPTION

* TYPE OF SALE (OR RENTAL) (Please Check One): Property Business Property + Business

Business + Office INC Prop Store Front Office Store

* PROPERTY TYPE (Please Check One): Apt House Industrial Bldg. Shop Center Free Standing Building

Warehouse Office Building Store Small Stores Office Misc.

* Sale or Rent (S or R): _____ # Units: _____ Cash Down: _____ Rent Per Square Foot: _____

Approx Interior Square Footage: _____

ANNUAL INCOME			ANNUAL EXPENSE		
DESC	INC \$	RENT			
DESC	INC \$	FUEL			
DESC	INC \$	ELEC			
DESC	INC \$	MAINT/REP			
DESC	INC \$	INSUR			
DESC	INC \$	PAYROLL			
DESC	INC \$	* TAXES			
DESC	INC \$	ADD'L VILLAGE TAXES			
DESC	INC \$	MISC			
TOT INC \$		TOTAL EXP \$			
		NET INCOME \$			

BUSINESS DESCRIPTION

Business Type: _____ DBA: _____

Business Age: _____ Lease Years: _____ Parking Spaces at Building: _____ Seats: _____

Inventory: _____ Inventory Included (Y or N): _____ Leasehold Improvements: _____

Fixtures & Equipment: _____ Gross Profit: _____

BUILDING DESCRIPTION

Zoning: _____ Office %: _____ Vacancy %: _____

Construction: _____ Floor Load: _____ Amps: _____

Lot Size: _____ * Lot Sq Footage: _____ Ceiling Height: _____

Sprinklers (Y or N): _____ Loading Dock (Y or N): _____ Parking Spaces: _____ Approx. Year Built: _____ Stories: _____

* A/C: _____ Building Size: _____ Handicap Access (Y or N): _____

Handicap Aceso Desc.: _____ Green Features (Y or N): _____

Green Features Desc.: _____



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COMMISSION RATES FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY SHALL BE
NEGOTIATED BETWEEN THE LISTING REALTOR AND THE SELLER



* Means Required Information

*Broker Load (Y or N) Y

*ML#

FINANCE	Assumable Mtg 1: <input type="text"/>	Assumable Mtg 2: <input type="text"/>	Proposed Mortgage: <input type="text"/>
	1st Assum %: <input type="text"/>	2nd Assum %: <input type="text"/>	3rd Assum %: <input type="text"/>
	Monthly Payment 1: <input type="text"/>	Monthly Payment 2: <input type="text"/>	Monthly Payment 3: <input type="text"/>
	Bank-Pvt-Seller 1: <input type="text"/>	Bank-Pvt-Seller 2: <input type="text"/>	Bank-Pvt-Seller 3: <input type="text"/>
	Maturity Date 1: <input type="text"/>	Maturity Date 2: <input type="text"/>	
	Maturity Date 3: <input type="text"/>		

OWNER/BROKER	*Owner: <input type="text"/>	*Status / Showing #: <input type="text"/>		
	*Broker/Agent Owned <input type="checkbox"/>	*Seller Agency Comp. <input type="text"/>	*Buyer Agency Comp. <input type="text"/>	
	*Broker Agency Comp. <input type="text"/>	Comp Paid By: <input type="text"/>	*Renting Broker Comp. <input type="text"/>	
	*Listing Broker Comp. <input type="text"/>	(for rental - Tenant pays)	(for rental - Landlord pays)	
	Agency Offered (For Rental): <input type="text"/>	Agency: (Enter A if Agency) <input type="text"/>	*Exclusions (Y or N) <input type="checkbox"/>	*Negotiate Direct (Y or N) <input type="checkbox"/>
	Show Instructions: <input type="text"/>	Occupancy: <input type="text"/>	Lockbox (Y or N): <input type="checkbox"/>	

REMARKS / MISC	Remarks: <input type="text"/>		
	Directions: <input type="text"/>		
	Property Desc: <input type="text"/>		
	(No Contact Info, Status, Etc.)		
Personal Property Exclusions: <input type="text"/>			
*Supersedes (Y or N): <input type="checkbox"/>	Supersedes ML#: <input type="text"/>	*REO (Y or N) <input type="checkbox"/>	*Short Sale (Y or N) <input type="checkbox"/>

Seller agrees to deliver goods and insurable title, free of all incumbrances except as stated above.

TO **WINZONE REALTY INC.**
(Name of Listing Realtor)

IN CONSIDERATION of the use of the services and facilities of your office and your agreement to file the information concerning the property described above with Realtors participating in the Multiple Listing Service of Long Island, Inc., the undersigned owner grants you the sole and exclusive right for a period of months from the date hereof, expiring at midnight on 20.

(FOR RENTAL, FILL IN 2 & 3. FOR SALE, FILL IN 1)

AGREEMENT	SALE AND RENTAL	1. To sell the said property known as: <input type="text"/>	RENTAL	3. * <input type="text"/>	
		No. <input type="text"/>		(Set forth additional terms of compensation, if any)	
		PRICE to be <input type="text"/>		It is understood that the undersigned owner is not to employ any other broker for the purposes above stated during the term of this Contract or to personally sell or rent all or any part thereof. This agreement may not be changed orally. Any participant in the MLS IS/IS NOT authorized to negotiate directly with the owner for the showing and selling of the listed property.	
		(\$ <input type="text"/>) Dollars upon the terms set forth above or any other price or terms to which undersigned owner may consent.		I/WE HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT	
		The undersigned owner hereby agrees to pay you or the participating selling Realtor a "commission of <input type="text"/> % of the sale price in the event that the property or any portion thereof is sold or exchanged by you, by me, or by any other person or broker during the term of this contract or to any one with whom you or a participating Realtor have had negotiations during the term of this contract. Owner will pay \$ <input type="text"/> as a mortgage replacement fee.		Owner <input type="text"/>	
	RENTAL	2. To rent or lease the above described premises known as <input type="text"/>	Owner <input type="text"/>	Address <input type="text"/>	
		The annual rent to be \$ <input type="text"/> or such other rent as may be agreed upon between the owner and the tenant.	Phone Res <input type="text"/>	Other Ph # <input type="text"/>	
		The undersigned owner hereby agrees to pay you or the participating renting Realtor a commission of <input type="text"/> % of the annual rent for the first year of the term of any tenancy in the event that the above property, or any portion thereof, is rented or leased by you, by the owner or by any other person or broker during the term of this contract or to anyone with whom you or a Realtor	Listing Agent <input type="text"/>	Co-Agent <input type="text"/>	Libor Mem # <input type="text"/>
			Ph # <input type="text"/>	I accept the foregoing and, in consideration thereof, agree to register the above mentioned property for sale with the Multiple Listing Service of Long Island, Inc.	
			DATE <input type="text"/>	Office Name <input type="text"/>	By: <input type="text"/>

The Owner(s) and the Broker understand that they must market the property in accordance with federal, state and local laws concerning discrimination in housing.