

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE



THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING
DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into by and between Keller Williams Westfield Real Estate (the "Company") and _____ (the "Seller").

1. TERM OF LISTING. The Seller hereby grants to the Company, including Emily Moore (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 16 below, and ending at 5:00 P.M. (Mountain Time) on the _____ (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: _____ (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

2. BROKERAGE FEE. If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$ _____ or _____ % of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.

3. PROTECTION PERIOD. If within _____ months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

4. SELLER WARRANTIES/DISCLOSURES. The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.

5. AGENCY RELATIONSHIPS.

5.1 Duties of a Seller's Agent. By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Property. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

5.2 Duties of a Limited Agent. The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other - for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be

required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

6. PROFESSIONAL ADVICE. The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company.

7. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

8. ATTORNEY FEES/GOVERNING LAW. Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

9. ADVERTISING/SELLER AUTHORIZATIONS. The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each Multiple Listing Service (MLS) in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):
[] County Records [] Appraisal [] Building Plans [] Other (explain)_____
- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and
- (k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (JARHOF) to assist in creating affordable housing throughout the state.

10. PERSONAL PROPERTY. The Seller acknowledges that the Company has discussed with Seller the safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

11. ATTACHMENT. The Data Form is incorporated into this Listing Agreement by this reference. In addition to the Data Form, there [] **ARE** [] **ARE NOT** additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

12. EQUAL HOUSING OPPORTUNITY. The Seller and the Company shall comply with Federal, State, and local fair housing laws.

13. ELECTRONIC TRANSMISSION & COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

14. DUE-ON-SALE. Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the Seller's lender or mortgagee may call the loan due and payable in full if the Seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Seller understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

15. ENTIRE AGREEMENT. This Listing Agreement, including the Seller's Property Condition Disclosure form and the Data Form, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

16. EFFECTIVE DATE. This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

THE UNDERSIGNED hereby agree to the terms of this Listing Agreement.

(Seller's Signature) (Address/Phone) (Date)

(Seller's Signature) (Address/Phone) (Date)

ACCEPTED by the Company

by: _____
(Signature of Authorized Seller's Agent or Broker) (Date)
Emily Moore

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LISTING AGENT - COMPLETE THIS SECTION ONLY!

SELLER NAME _____ ("Seller")

PROPERTY ADDRESS _____ ("Property")

LISTING BROKERAGE Keller Williams Westfield Real Estate _____ ("Company")

NOTICE FROM COMPANY

Buyer and Seller are advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer or Seller with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire the Property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the Property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY, including, but not limited to, legal uses of the Property, the condition of any appliances, heating/cooling equipment and systems, plumbing and electrical fixtures and equipment, moisture or other problems in the roof or foundation, sewer problems, the availability and location of utilities, the exact square footage or acreage of the Property, or the location of property lines.

INSTRUCTIONS TO SELLER

SELLER IS OBLIGATED UNDER LAW TO DISCLOSE TO BUYERS DEFECTS IN THE PROPERTY AND FACTS KNOWN TO SELLER THAT MATERIALLY AND ADVERSELY AFFECT THE USE AND VALUE OF THE PROPERTY THAT CANNOT BE DISCOVERED BY A REASONABLE INSPECTION BY AN ORDINARY PRUDENT BUYER. This disclosure form is designed to assist Seller in complying with these disclosure requirements. Please thoroughly disclose your actual knowledge regarding the condition of the Property. The Company, other real estate agents, and buyers will rely on this disclosure form.

- Complete the remainder of this form.
- Please be specific when describing any past or present problems, malfunctions or defects (location, nature of problem, etc.). Use an additional addendum if necessary.
- If a question does not apply to your Property, WRITE "N/A" NEXT TO THE QUESTION.

1. OCCUPANCY

Does Seller currently occupy the Property? If "No", when did you last occupy the Property? [] Yes [] No
 _____ (Approx. Date);
 [] Seller has never occupied the Property

2. USE OF PROPERTY

A. Are you aware of any past or present non-conforming or illegal uses of the Property (such as renting the Property in violation of local zoning laws, or renting the Property without a business license where such license is required)? If "Yes", please describe, to your knowledge, the nature of any such non-conforming or illegal use(s): [] Yes [] No

B. Are you aware of any existing or threatened legal action affecting the Property? If "Yes", please describe, to your knowledge, the nature of any such legal action: [] Yes [] No

C. Are you aware of any past or present violations of any local, state, or federal law or regulation, or of any restrictive covenants relating to the Property? If "Yes", please describe, to your knowledge, the nature of any such violations: [] Yes [] No

D. To your knowledge, is any portion of the Property presently assessed, for property tax purposes, as "Greenbelt"? [] Yes [] No

3. ROOF

A. Are you aware of any past or present leaks in the roof? If "Yes", please describe, to your knowledge, the nature and location of any past or present leaks: Yes No

B. Other than leaks, are you aware of any past or present problems or defects with the roof, for example, structural issues, dry rot, moisture and/or ice damage, etc? If "Yes", please describe, to your knowledge, the nature and location of any past or present problems or defects with the roof: Yes No

C. Has all or any portion of the roof been repaired or replaced during your ownership? If "Yes", please describe, to your knowledge, the nature of any roof repairs or replacements: Yes No

D. To your knowledge, are there any written warranties presently in place for the roof? If "Yes", please attach copies of any warranties in your possession. Yes No

4. NATURAL GAS, ELECTRICITY, TELEPHONE, CABLE TV

Are you aware of any past or present problems with utility service to the Property or with any of the utility service systems, for example, poor telephone reception, etc. ? If "Yes", please describe, to your knowledge, the nature of any past or present problems with utility service or utility systems: Yes No

5. WATER

Culinary water service for the Property is provided by (check applicable box): Public Water Private Water Company Private Well

A. (Name of Public or Private water service provider): _____. If water service is provided by a Private Water Company, please attach a copy of any water certificates in your possession.

B. If water service is provided by a Private Water Company, to your knowledge, are water share assessments paid in full? Yes No

C. Are you aware of any past or present problems with any water service provided to the Property by a Public or Private Water service provider, for example, water quality, inadequate or excessive water pressure, etc? If "Yes", please describe, to your knowledge, the nature of any such problems: Yes No

D. Is a well presently located on the Property? Yes No

E. If a well is located on the Property, are you aware of any past or present problems with the well, for example, water quality, inadequate water pressure, faulty pump, etc? If "Yes", please describe, to your knowledge, the nature of any such problems: Yes No

F. To your knowledge, is your water right for the well represented by a contract with a special improvement or water conservancy district? If "Yes", what is the number of the district contract? _____ Yes No

G. If your water right for the well is not based on a contract with a special improvement or water conservancy district, to your knowledge, what is the State Engineer "Index Number" for your water right? _____ - _____

6. SEWER/SEPTIC TANK

A. Sewer service for the Property will be provided by (check applicable box): Public Sewer Septic Tank

B. If Public Sewer, who is the Public Sewer provider? _____

C. With the exception of an occasional clogged drain or toilet, are you aware of any past or present problems with the sewer or septic service or components, for example, broken sewer lines, consistently slow or clogged drains, etc? If "Yes", please describe, to your knowledge, the nature of any such problems: Yes No

D. If the Property is serviced by a septic tank, to your knowledge, has the tank been inspected and/or pumped within the past five years? Yes No

7. HEATING/COOLING

Are you aware of any past or present problems with any of the heating or air-conditioning equipment, components or systems, for example, baseboard-heating unit doesn't work, inadequate forced air from specific vent, etc? If "Yes", please describe, to your knowledge, the nature of any such problems: Yes No

8. EQUIPMENT

Are you aware of any past or present problems with any of the following: air purifier, audio system, central vacuum, computer network, fire sprinkling system, automatic garage door opener, humidifier, intercom, media system, satellite dish & components, security system, smoke alarm, tv antenna, water heater, water purifier, water softener, range hood, attic vent fans, bathroom vent fans, or propane tanks? If "Yes", please describe, to your knowledge, the nature of any such problems, for example, audio system doesn't work, central vacuum doesn't work, etc?

_____ []Yes []No

9. APPLIANCES

Are you aware of any past or present problems with any of the following: dishwasher, disposal, dryer, freezer, indoor grill, microwave, oven, range, refrigerator, trash compactor, washer? If "Yes", please describe, to your knowledge, the nature of any such problems, for example, disposal doesn't work, etc?

_____ []Yes []No

10. FIREPLACES/STOVES

Are you aware of any past or present problems with any of the following: fireplace insert, gas fireplace, gas fireplace starter, woodburning fireplace, potbelly/wood stove, or pellet stove? If "Yes", please describe, to your knowledge, the nature of any such problems, for example, gas fireplace starter doesn't work, damper not working, etc?

_____ []Yes []No

11. INTERIOR FEATURES

Are you aware of any past or present problems with any of the following: ceiling fans, dumb waiter, elevator, flooring (stone, marble, hardwood, etc.), jetted bathtub(s), indoor pool, spa/hot tub, sauna, skylights, steam room/shower, or wet bar? If "Yes", please describe, to your knowledge, the nature of any such problems, for example, pump for jetted bathtub doesn't work, skylights leak, etc?

_____ []Yes []No

12. EXTERIOR & EXTERIOR FEATURES

A. Are you aware of any past or present problems with any of the following: gas barbeque, heated driveway or walkway, lawn sprinkler system, pool, spa/hot tub, roof heat tape, or rain gutters? If "Yes", please describe, to your knowledge, the nature of any such problems, for example, spa/hot tub leaks, heated driveway only works on portion of driveway, etc?

_____ []Yes []No

B. With the exception of regular maintenance of the exterior surfaces of the Property (painting, staining, etc.), are you aware of any past or present problems with any portion of the exterior, for example, moisture damage behind stucco, etc? If "Yes", please describe, to your knowledge, the nature of any such problems:

_____ []Yes []No

13. TERMITES/DRY ROT/PESTS

A. Are you aware of any past or present problems with termites, dry rot, rodents, or pests on or affecting the Property? If "Yes", please describe, to your knowledge, the nature and location of any such problems:

_____ []Yes []No

B. Are you aware of any damage to the Property caused by termites, dry rot, rodents, or pests? If "Yes", please describe, to your knowledge, the nature and location of any such damage and any efforts to mitigate such damage:

_____ []Yes []No

C. To your knowledge, are there any written warranties or other termite or pest control coverage presently in place for the Property? If "Yes", please attach any copies of such warranties in your possession.

_____ []Yes []No

14. ADDITIONS/REMODELS

A. With the exception of cosmetic upgrades to the Property (such as carpet, paint, wallpaper, etc.), have you remodeled, made any room additions, made structural modifications or other alterations or improvements to the Property? If "Yes", please describe, to your knowledge, the nature of any such remodel/alteration work:

_____ []Yes []No

B. To your knowledge, did any former owners make any additions, structural changes, or other alterations to the Property? If "Yes", please describe, to your knowledge, the nature of any such remodel/alteration work:

_____ []Yes []No

15. STRUCTURAL ITEMS & SOILS

- A. Are you aware of any settlement or heaving of soil on the Property or on any adjoining Property (collapsible or expansive soils, poorly compacted fill)? If "Yes", please describe, to your knowledge, the nature and location of any settlement or heaving of soil: []Yes []No

- B. Are you aware of any sliding or earth movement on the Property or on any adjoining Property (landslides, falling rocks, debris or mud flows)? If "Yes", please describe, to your knowledge, the nature and location of any sliding or earth movement: []Yes []No

- C. Are you aware of any past or present movement, shifting, deterioration, or other problems with the walls or foundation? If "Yes", please describe, to your knowledge, the nature and location of any such shifting, problems, etc: []Yes []No

- D. To your knowledge, does any portion of the Property contain any subsurface, man-made debris that has been buried, covered or abandoned, including without limitation, any discarded or abandoned construction materials, concrete footings or foundations, trash, etc? If "Yes", please describe the nature and location of such subsurface debris: []Yes []No

- E. Please describe, to your knowledge, any action taken to repair or mitigate any of the issues described in 15A through 15D: _____
- F. Are you aware of any geologic, soils or engineering reports that have been prepared for the Property? If "Yes", please attach a copy of any such reports in your possession. []Yes []No

16. BOUNDARIES & EASEMENTS

- A. Do you know if anything on your Property (such as a fence, deck, or any other improvement) encroaches (extends) onto any adjoining property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment: []Yes []No

- B. Do you know if anything on any adjoining property (such as a fence, deck, or any other improvements) encroaches onto your Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment: []Yes []No

- C. Are you aware of any boundary disputes or conflicts involving your Property and any adjoining property or properties? If "Yes", please describe, to your knowledge, the nature of any such boundary disputes or conflicts: []Yes []No

- D. Are you aware of any unrecorded easements affecting the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such easements: []Yes []No

17. ELECTRICAL

Are you aware of any past or present problems with any electrical switches, outlets and/or any portion of the electrical system? If "Yes", please describe, to your knowledge, the nature of any such problems: []Yes []No

18. MOLD

- A. With the exception of any occasional accumulation of mold and mildew in bathroom shower, tub and sink areas, are you aware of any past or present mold on walls, ceilings, floors, or any other interior portion of the Property? If "Yes", please describe, to your knowledge, the nature and location of any such mold: []Yes []No

- B. Have you had the Property inspected for the existence of any mold? If "Yes", please describe, to your knowledge, the results of the inspection, and attach copies of any inspection reports in your possession: []Yes []No

19. OTHER MOISTURE CONDITIONS

- A. In reference to the basement and/or crawlspace, are you aware of any past or present water leakage, water accumulation or dampness? If "Yes", please describe, to your knowledge, the nature of any such water leakage, accumulation or dampness: []Yes []No

- B. Are you aware of any past or present water or moisture-related damage caused by: flooding; lot drainage; moisture seepage or condensation; sewer overflow/backup; leaking or broken pipes, pipe fittings, or plumbing fixtures; or leaking appliances, fixtures, or equipment? If "Yes", please describe, to your knowledge, the nature and location of any such water or moisture-related damage: []Yes []No

- C. Please describe, to your knowledge, any attempts to repair any moisture-related damage and/or to prevent any recurrence of water and moisture-related problems on the Property: []Yes []No

- D. Are you aware of any wetlands located on the Property? If "Yes", please describe, to your knowledge, the nature and location of any wetlands on the Property: []Yes []No

- E. Are you aware of any attempts to mitigate any wetland issues through the Army Corps of Engineers? If "Yes", please describe: []Yes []No

20. HAZARDOUS CONDITIONS

- A. With the exception of methamphetamines (see Section 20.C below), are you aware of any past or present hazardous conditions, substances, or materials on the Property, such as asbestos, lead-based paint, methane gas, radon gas, radioactive or toxic materials, or ureaformaldehyde foam insulation, buried storage tanks and lines? If "Yes", please describe, to your knowledge, the nature of any such hazardous conditions: []Yes []No

- B. Please describe, to your knowledge, any attempts to mitigate any such hazardous condition(s):

- C. To your knowledge, is the Property currently contaminated from the use, storing or manufacturing of methamphetamines? []Yes []No

21. HOMEOWNERS ASSOCIATION

- A. Is the Property part of a condominium or other homeowner's association (HOA)? []Yes []No
- B. Does the HOA levy dues or assessments for maintenance of common areas and/or other common expenses? []Yes []No
- C. For questions regarding the HOA, including past, present or future dues or assessments, or regarding financial statements, bylaws, HOA meetings and minutes, information may be obtained from the following:

(Name) _____

(Address) _____

(Phone) _____

BY SIGNING THIS DISCLOSURE FORM, SELLER AUTHORIZES THE RELEASE OF HOA INFORMATION TO BUYER AND/OR TO BUYER'S AGENT.

22. UNPAID ASSESSMENTS

- A. Are you aware of any HOA, municipal, special improvement district or other assessments that are presently owing against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such unpaid assessments: []Yes []No

- B. Are you aware of any HOA, municipal, or special improvement district assessments that have been approved but not yet levied against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such approved, but not yet levied, assessments: []Yes []No

23. INSURANCE

A. During your ownership of the Property, have you filed any insurance claims based on loss or damage to the Property? If "Yes", please describe, to your knowledge, the nature of any such claims: [] Yes [] No

B. If the Property is part of a condominium or other homeowner's association, do you know if the HOA has filed any insurance claims for loss or damage to any portion of the development? If "Yes", please describe, to your knowledge, the nature of any such claims: [] Yes [] No

SQUARE FOOTAGE/ACREAGE

The source(s) of the square footage figures used in marketing of the house and related improvements at the Property is/are the following (check applicable box): County Records Appraisal Building Plans Other (explain) _____
_____. County Records are not intended to be used by Buyer as the primary source of information regarding the square footage of the house and related improvements. Seller represents that any figures provided by Seller in any documents regarding the square footage or acreage of the Property are not based on any personal measurement by Seller. If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. BUYER IS ADVISED NOT TO RELY ON SELLER, THE COMPANY, OR ANY AGENTS OF THE COMPANY FOR A DETERMINATION REGARDING THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY.

VERIFICATION BY SELLER

Seller verifies that Seller has prepared this disclosure form and that the information contained herein is accurate and complete to the best of Seller's actual knowledge as of the date signed by Seller below. SELLER UNDERSTANDS AND AGREES THAT SELLER WILL UPDATE THIS DISCLOSURE FORM IF ANY INFORMATION CONTAINED HEREIN BECOMES INACCURATE OR INCORRECT IN ANY WAY. Seller authorizes the Company to provide copies of this disclosure form to prospective buyers, and to real estate brokers and agents. This disclosure form is not a warranty of any kind. If Buyer and Seller enter into a sales contract for the Property, and such sales contract includes, excludes, or warrants the condition of any item referenced herein, then to the extent there is a conflict between the sales contract and any representations contained herein, the terms of the sales contract shall control.

Seller: _____ Date: _____ Seller: _____ Date: _____

ACKNOWLEDGEMENT OF RECEIPT BY BUYER

Buyer's signature below acknowledges Buyer's receipt of a copy of this disclosure form.

Buyer: _____ Date: _____ Buyer: _____ Date: _____

DISCLOSURE FORM UPDATE

The above disclosure form was reviewed and updated by Seller on the date signed by Seller below. (Check Applicable Boxes) There are no changes in the above disclosure form; The above disclosure form has been changed as follows:

and/or The above disclosure form has been changed as noted on attached Addendum No. to this disclosure form.

Seller: _____ Date: _____ Seller: _____ Date: _____

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