




COVID-19 DISCLOSURE

CO-BRANDING
AREA

On September 6, 2021, the NYS Department of Health (DOH) designated COVID-19 to be “a highly contagious communicable disease that presents a serious risk of harm to the public health”.

Real estate services, including appraisals, inspections and other services necessary to complete a transfer of real property; may be conducted in-person. It may become necessary for a real estate licensee, inspector, appraiser, buyer, tenant or other third party to access the Property. Such access raises the potential for liability resulting from exposure to COVID-19. By agreeing to permit such parties to enter the Property or by agreeing to enter the Property, all parties acknowledge there is an assumption of exposure to COVID-19 and any and all consequences and/or injury which may result from such exposure, including but not limited to, physical and/or psychological injury, pain, suffering, illness, temporary or permanent disability, death or economic loss. This disclosure will help you to make informed choices about access to the Property during the Emergency.

The undersigned hereby acknowledge receipt of this COVID-19 Disclosure Statement.

_____ Seller/Buyer/Landlord/Tenant	_____ Date	_____ Print name
 <i>Roger Burdick</i>	04/19/2022	
_____ Seller/Buyer/Landlord/Tenant	_____ Date	_____ Print name

This form was provided by Allen T. Olmsted
Print Name of Licensee

of Canaan Realty a licensed real estate broker.
Print Name of Company, Firm or Brokerage



Division of Licensing Services



New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644


New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Allen T. Olmsted (print name of Real Estate Salesperson/
Broker) of Canaan Realty (print name of Real Estate company, firm or brokerage)

(I)(We) Oak Orchard Road LLC

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature  Roger Burdick Date: 04/19/2022

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



**CONTINGENCY ADDENDUM AND
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS
FOR TARGET HOUSING SALES**

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.

Property Address:

9251 Caughdenoy Road Clay NY 13029
 Street Address Unit City State ZIP

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 purchaser [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 pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)


- (c) Records and reports supplied by the seller (initial (i) or (ii) below)
 - (i) _____ Purchaser has received copies of all information listed above in (b) (i).
 - (ii) _____ Seller provided no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- (d) _____ Purchaser has received the pamphlet **PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.**
- (e) Purchaser has (initial (i) or (ii) below):
 - (i) _____ If this line is checked and by signatures of purchasers and sellers below, purchasers will receive a 10 day opportunity, beginning at 12:01 a.m. on the date of the execution of the purchase and sale agreement by all parties, to conduct a risk assessment or inspection, at purchasers expense, for the presence of lead-based paint and/or lead-based paint hazards. If lead based paint hazards are found by a qualified inspector and written notice to terminate the contract is not given by the purchasers to the sellers by 11:59 p.m. of the 10th day of the inspection period, then this contract is binding and enforceable
 - (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.

<u>Roger Burdick</u>	<u>04/19/2022</u>		
Seller	Date	Purchaser	Date
	<u>04/19/22</u>		
Agent	Date	Agent	Date



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.state.ny.us

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 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 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



Delayed Showing / Negotiation ADDENDUM FORM

This form may be used if the seller(s) desires to delay showings and negotiations, or negotiations.

FOR THIS FORM TO BE EFFECTIVE, THE BROKER OR LISTING AGENT MUST:

- (1) Provide the completed form as an attachment to the listing at the same time the listing is entered into the MLS; and
- (2) Include the date(s) upon which showings and negotiations, and/or negotiations begin in the **Private and Public Remarks** sections of the listing.
- (3) After the showing and or negotiation date(s) noted here have passed, this attachment will remain attached in the MLS. Public and Private Remarks may be edited to remove this information at that time.

Property Address: 9251 Caughdenoy Road Clay Ny 13029

Check and initial one or both as applicable:

- I (We) request that **showings and negotiations** occur as follows:
 No Showings until 04/25/2022 9 AM (date & time) RB.
Initials
 No Negotiations until 04/25/2022 9 AM (date & time) RB.
Initials
 (Note – Negotiations may not begin before showings begin)

I (We) understand that this delay of showings and negotiations may mean that I (we) may lose a potential buyer(s).

Owner(s) and Listing Broker / Agent agree that during the delayed showing and negotiation period (1) there will be no showings of the property to any prospective buyers, not only by the listing agent but also by any other agent from the listing company, any agent from a co-broker company or by the sellers **and** (2) there will be no negotiations or purchase offers considered of any prospective buyers, not only by the listing agent but also by any other agent from the listing company, any agent from a co-broker company as well as by the sellers.

- I (We) request **no negotiations** will take place until _____ (date & time) _____.
Initials

I (We) understand that this delay of negotiations may mean that I (we) may lose a potential buyer(s).

Owner(s) and Listing Broker/Agent agree that during the delayed negotiation period there will be no negotiations or purchase offers considered of any prospective buyers, not only by the listing agent but also by any other agent from the listing company, any agent from a co-broker company as well as by the sellers.

Once signed, the showing and or negotiations time frame cannot be shortened. To extend, a Change Form should be used.

_____	<u>Roger Burdick</u>	<u>04/19/2022</u>
Owner's Name	Owner's Signature	Date
_____	_____	_____
Owner's Name	Owner's Signature	Date
_____	<u>Allen Olmsted</u>	<u>04/19/2022</u>
Broker / Listing Agent	Listing Agent's Signature	Date