Auction Service Agreement

-- OKLAHOMA --

THIS AGREEMENT is entered into by and between Williams & Williams Worldwide Real Estate Auction, an Oklahoma LLC ("Auction Company"), and the undersigned owner(s) of real property ("Seller"). Auction Company and Seller agree as follows:

1. **Exclusive Listing Agreement.** Seller hereby grants to Auction Company and Auction Company hereby accepts the exclusive and irrevocable right and privilege on behalf of the Seller to offer for sale the property described as:

   Property Address: ____________________________________________________________, City: ____________________________, State: Oklahoma, Zip Code: ________________

   and all improvements, fixtures and appurtenances thereon, including, but not limited to, all property described in the Property Description attached hereto as Schedule “1” and made a part hereof (all of which is hereinafter collectively referred to as the “Property”) in accordance with the provisions of this Agreement. The term of this Agreement shall begin on the date of execution hereof by Auction Company and shall continue for a period of ninety (90) days thereafter (hereinafter referred to as the “Listing Period”), unless otherwise extended or terminated in accordance with the terms of this Agreement. Upon full execution of a contract for sale and purchase or exchange of real estate in connection with the Property (“Sales Contract”), all rights and obligations of this Agreement shall automatically extend through the date of the actual closing (the “Closing Date”) of said Sales Contract. The exclusive right granted herein shall include, without limitation, the exclusive right to list and sell the Property by public auction (“Auction”), private sale, exchange or otherwise, on terms and conditions herein stated.

2. **Listing for Sale With or Without Reserve.**
   [Select 2.1 or 2.2 below.]

   ☐ 2.1 Listing for Sale With Reserve. Unless otherwise mutually agreed by the parties in writing, the Property shall be sold subject to acceptance by the Seller as the Seller may determine within its sole discretion. Notwithstanding the foregoing, Seller hereby agrees that in the event that the Property receives a high bid or other offer at or exceeding the amount of ___________________________ Dollars ($_______________) (the “Reserve Price”), Seller shall be deemed to have accepted such offer and shall execute a Sales Contract with the high bidder or other offeror (the “Buyer”) relating thereto in accordance with Section 4 below.

   ☐ 2.2 Listing for Sale Without Reserve. Seller hereby agrees that the Property shall be Auctioned “absolute, without reserve,” so that Seller shall be deemed to have accepted the highest bid from a qualified bidder or other offeror (the “Buyer”) without limiting condition as to the amount of the high bid or other offer or the nature of the Buyer and shall execute a Sales Contract with the Buyer relating thereto in accordance with Section 4 below.

3. **Compensation.**

   3.1. Seller agrees to pay a Commission in an amount described below (“Commission”) as and for the compensation of Auction Company, in any of the following events:

   3.1.1. Upon the transfer of any interest in the Property during the Listing Period, whether by sale, exchange or any other means of transfer (“Transfer”), whether procured by Auction Company, Seller or a third party; it being understood,
however, that the term of this Agreement shall be extended, to the extent permitted under applicable law, to accommodate the extension of the Closing Date as set forth in Section 1 above or in connection with any transaction that may be delayed on account of title defects or other impediments that are out of Auction Company’s control.

3.1.2 The Transfer of the Property within sixty (60) days after the termination of this Agreement, if with anyone whom Auction Company had introduced or shown the Property, or with whom Auction Company had communicated or negotiated concerning the Property, or who had submitted any proposal or offer in connection with the Property, prior to the termination of this Agreement, subject only to any restrictions or exceptions imposed under applicable law.

3.1.3 Seller refuses or fails to accept an offer from a Buyer who is ready, willing and able to purchase the Property, at or exceeding the price and terms stated in this Agreement, or at such other price and/or under such other terms to which Seller has assented in writing, or defaults on an executed Sales Contract or agrees with Buyer to cancel an executed Sales Contract.

3.2 Commission.

3.2.1 Listing for Sale With Reserve. With respect to a Listing for Sale With Reserve, Seller agrees to pay a Commission in an amount equal to six percent (6%) of the total sale price of the Property, payable at closing.

3.2.2 Listing for Sale Without Reserve. With respect to a Listing for Sale Without Reserve, Seller agrees to pay a Commission in an amount equal to six percent (6%) of the total sale price of the Property, payable at closing.

3.3 Buyer’s Premium.

3.3.1 In any event in which Auction Company is entitled to a Commission pursuant to sub-Section 3.1 above, Auction Company shall also be entitled to a buyer’s premium (“Buyer’s Premium”) in an amount equal to ___________ percent (__%) of the total sales price of the Property, payable at closing by Buyer, in addition to the sales price.

3.3.2 Auction Company may elect and Seller hereby authorizes Auction Company to allocate a portion of the Buyer’s Premium to which it is entitled under paragraph 3.3.1 above to other real estate brokers, including sub-agency or co-operating brokers or brokers representing only the buyer, if and as Auction Company may determine within Auction Company’s sole discretion.

3.4 Marketing Fee.

3.4.1 Listing for Sale With Reserve. With respect to a Listing for Sale With Reserve, a non-refundable (pre-paid) marketing fee (“Marketing Fee”) in an amount equal to ___________ percent (__%) of the Reserve Price for the Property listed hereunder shall be due to Auction Company and payable by Seller concurrently with the execution of this Agreement. Accordingly, upon sale or exchange of the Property listed hereunder, Auction Company shall be entitled to the Commission (and Buyer’s Premium as described herein), LESS the Marketing Fee that was pre-paid at the time of listing. If the Property listed hereunder is not sold or exchanged, Auction Company’s only compensation will be the pre-paid Marketing Fee.

3.4.2 Listing for Sale Without Reserve. With respect to a Listing for Sale Without Reserve, no Marketing Fee shall be payable.

3.5 Survival. The compensation rights of Auction Company and the compensation obligations of Seller set forth herein shall survive termination or expiration of this Agreement.

4. Sales Contract. In the event a Sales Contract is entered into with a Buyer, Seller will promptly, upon Auction Company’s request, deposit in escrow all instruments necessary to complete the sale and agrees that:

4.1 Unless the Sales Contract expressly provides otherwise, Auction Company shall receive and hold any earnest money deposit, which shall be payable in such form or forms as Auction Company shall deem acceptable, including without limitation, cash, cashier’s check or Buyer’s personal check endorsed for deposit without recourse, in Auction Company’s trust or escrow account in accordance with the terms of the Sales Contract, applicable law, rules, and regulations governing the custody of such funds;
4.2 Prior to the Closing Date, Seller, at Seller’s expense, agrees to furnish Buyer or Buyer’s lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project’s Home Owner’s Association). Seller, at Seller’s expense shall also furnish an abstract of title certified to date showing merchantable title in Seller, subject only to reasonable utility easements and building restrictions of record, and other exceptions specified in the Sales Contract and, if the Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Home Owner’s Association of the “Project,” and if required by lender, a “Mortgage Inspection Certificate” prepared by a licensed surveyor, certified to a date at least within 180 days of the “Closing Date”;

4.3 At the time prescribed in the Sales Contract, to convey the Property by Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those, if any, specifically reserved in the Sales Contract;

4.4 Unless otherwise provided in the Sales Contract, all ad valorem taxes, interest, rents and other continuing items shall be prorated to the date of transfer, except personal property taxes for the entire year, if any, shall be paid by Seller;

4.5 If the Property is being purchased with a FHA or VA Loan, and the Property is a single family, condominium or multi-family residence, Seller agrees to pay such closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;

4.6 If the Property is a single family, condominium or multi-family residence and if the Sales Contract, lender or government agency requires: fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool/spa, sprinkler and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller’s responsibility and not the responsibility of the Home Owner’s Association; and

4.7 If the Property is a single family, condominium, or multi-family residence, and if the purchase of the Property is a VA-financed transaction, Seller shall pay the cost of a HUD-approved infestation report by a licensed exterminating company.

5. **Buyer Default; Forfeited Earnest Money.** In the event of a Buyer default in connection with the Property following an Auction conducted hereunder, Seller agrees to accept any alternative sale procured by Auction Company during the Closing Period so long as the principle terms and conditions of such alternative sale are no less favorable than the terms and conditions of the original sale in connection with which the Buyer default occurred and the purchase price meets or exceeds the Reserve Price in the context of a Listing for Sale With Reserve. Forfeited earnest money, if any, shall be divided equally between Seller and Auction Company, except that Auction Company’s portion shall, in no event, exceed the Auction Company’s Commission and Buyer’s Premium otherwise due hereunder; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Sales Contract is executed shall relieve Seller of any obligation to pay a Commission due hereunder.

6. **Pre-Auction Offers.** Any pre-Auction offers received by Auction Company in connection with the Property will be submitted to Seller for Seller’s acceptance or rejection, as Seller may determine within Seller’s sole discretion; and any pre-Auction sales resulting therefrom will be treated similarly to a Property sold at Auction in terms of applicable compensation payable to Auction Company hereunder. Notwithstanding the foregoing, pre-auction offers will not be submitted to Seller pursuant to this provision if received within seventy-two (72) hours prior to the scheduled Auction date. Prospective Buyers submitting pre-auction offers within said seventy-two (72) hour period will be directed by Auction Company to submit a proxy bid or otherwise participate in the Auction. Auction Company does not warrant or guarantee that any such prospective Buyers will, in fact, participate in the Auction.

7. **Seller Authorizations.** Seller authorizes Auction Company to perform all actions necessary to market and sell the Property listed hereunder and to conduct an Auction, and to perform its duties and responsibilities, as described herein, including without limitation, to place an “auction” notice and signage on the Property to the extent permitted by applicable law and remove all other signs; obtain a key or lock-box code or re-key the locks to or place a new lock-box on the Property and furnish keys or codes to others as necessary to show the Property or to carry out the objectives of this Agreement and have access to the Property for the purpose of showing it to prospects at any reasonable hour; authorize or permit access to the Property, including any third party property condition inspections ordered by potential Buyers or Auction Company;
prior to the sale, exchange or Auction of the Property, as well as open houses conducted for the purpose of showing the Property to prospects, and to disseminate any information available relevant to third party property condition the Property, including any third party inspections ordered by potential Buyers or Auction Company prior to the sale, exchange or Auction of the Property, as well as open houses, and to disseminate any information available relevant to inspections that have been made; engage qualified sub-contractors and other licensed professionals to assist in Auction Company’s duties; order the abstract(s) brought to date and/or a title exam(s) prior to an Auction; utilize the services of a third party escrow and title company; with respect to any Listing for Sale With Reserve or any Listing for Sale Without Reserve approved by Auction Company, obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender; provide objective local real estate market information to potential Buyers; share any compensation payable to Auction Company hereunder with other real estate brokers, including sub-agency or co-operating brokers or brokers representing only the Buyer, if and as Auction Company may determine within Auction Company’s sole discretion; offer the Property without regard to sex, race, religion, color, ancestry, handicap, disability, familial status, age, marital status or national origin; advertise a nominal opening bid for use at an Auction and determine the best date, time, place and method for such Auction, unless otherwise expressly set forth herein, and to regulate the bidding and the increments of bidding at the Auction, and disclose the Seller as principal; to conduct any such Auction subject to and in accordance with the terms and conditions set forth in Auction Company’s standard Terms and Conditions of Sale applicable to the Auction; promote, advertise and market each Property through any and all media and by any and all means now known or hereafter devised, including, without limitation, signage, print ads, the public internet, electronic media and online bidding, proxy bid, auction and trading platforms, such as the Auction My Property™ platform (an Auction Company affiliate) and Auction Network™ (an Auction Company affiliate), if and as Auction Company may determine within its sole discretion; implement mechanisms in connection with the above-referenced online platforms whereby automated estimations of price may be made available to and/or comments may be posted by end-users in immediate conjunction with the Property; utilize independent contractors to provide certain marketing, preservation, and/or platform auction methods including, without limitation, on-line, video, television, simulcast bidding, and any other methods and/or platforms in the sole discretion of the Auction Company; and to conduct all other duties and responsibilities of Auction Company subject to and in accordance with the terms hereof.

8. Auction Company’s Obligations; Disclaimers. Unless otherwise expressly set forth herein, Auction Company’s sole duty shall be to use commercially reasonable efforts to effect a sale of the Property during the term of this Agreement, with the understanding that Auction Company makes no warranty or guaranty in connection with whether or not the Property will be sold or exchanged hereunder or the revenues that may or may not be derived therefrom and that Auction Company shall not be liable for any loss suffered by Seller relating to the Property or subject matter hereto including but not limited to a bidder refusing to enter into a Sales Contract, failing to tender an earnest deposit or full payment, or otherwise not completing a purchase of a Property. Auction Company shall not be charged with the custody of the Property listed hereunder, its management, maintenance, security, insuring, or repair.

9. Representations and Warranties; Indemnification; Seller’s Obligations.

9.1 Each party represents and warrants to the other party that: (i) such party has all appropriate consents, approvals and authority to enter into this agreement, (ii) the individuals executing this agreement have authority to bind such party thereto; and (iii) such party has all appropriate licenses, permits and authorizations to the extent required by law to carry out its responsibilities set forth herein.

9.2 Seller further warrants and represents to Auction Company that: (a) Seller’s title to the Property (real and personal) is marketable, insurable and free of any and all liens and encumbrances, subject only to customary exceptions and restrictions of record (the "Permitted Exceptions") and Seller’s hazard and liability insurance on all the Property to be sold is current and shall remain in effect until transfer of possession to Buyer; (b) Seller has full power, right and authority to enter into this Agreement and convey title to the Property and in the manner and at the time prescribed herein will convey such title by Warranty Deed (real property) and Bill of Sale (personal property) to the Buyer(s), free and clear of all liens and encumbrances, and warrants that there are no defects in title or other outstanding contracts or agreements of any kind for the sale of the Property; (c) Seller shall not rely on Auction Company to provide services as an escrow agent/closer, title company, attorney, appraiser, surveyor, certified public accountant, property inspector, environmental consultant or any other expert for Seller and Seller has been expressly advised to seek independent advice from an attorney and any other expert of Seller’s choosing regarding this Agreement and all other matters relating to the sale of the Property, including, without limitation, the valuation and condition of the Property; (d) if any of the Property (real and
personal) has/have any material defect, easement or restriction, Seller has communicated same to Auction Company in a disclosure statement required under applicable law or other writing from Seller which by reference is made a part of this Agreement and Auction Company is hereby authorized to disclose to any potential Buyer any such Seller’s disclosure statement, defects and any other material information known by the Auction Company relating to the Property; (e) all of the information provided herewith, or which may be provided to Auction Company, or which may be incorporated into any disclosure or disclaimer statement required under applicable law, shall be true, complete and correct; and (f) Seller shall not bid on any Property described herein at Auction unless otherwise expressly provided herein.

9.3 Seller hereby agrees to indemnify Auction Company, its successors, assigns, licensees, owners, officers, employees and agents, and hold them harmless from and against any and all claims, liability, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs), judgments and penalties (collectively “Liabilities”) arising out of, resulting from, or based upon the breach by Seller of any representation, warranty or covenant made under this Agreement, including, but not limited to, (a) any and all Liabilities arising from any inspections, showings, advertising or marketing of the Property or (b) Seller’s failure to (i) disclose the existence of any title defects, security agreements or secured claims against the Property or known or hidden material defects therein, (ii) provide true and accurate information relating to the Property, including, but not limited to, the square footage of improvements, parcel acreage and/or other material characteristics relating thereto, or (iii) execute a Sales Contract with a qualified high-bidder or other Buyer of the Property or otherwise to close the sale of the Property in accordance with the Sales Contract and/or the terms and conditions hereof. Seller will give prompt notice to Auction Company of any correspondence or actual or threatened law suit or other legal action which may cause Liabilities hereunder and of which Seller becomes aware.

9.4 Seller agrees to (a) cooperate with Auction Company in connection with the sale of the Property hereunder and the carrying out of the purpose of this Agreement, and will refer all inquiries concerning the sale or other transfer of Property to Auction Company during the term of this Agreement; (b) to turn on, or leave on, all utilities in order to show the Property to its best advantage and/or permit the inspection thereof; (c) provide Auction Company with keys, lock-box code or other access to the Property and make the Property available for Auction Company to show during reasonable times; (d) commit no act which might tend to obstruct Auction Company’s performance hereunder; (e) make available to Auction Company and prospective purchasers all data, records and documents pertaining to the Property; (f) make all legally required disclosures, including, without limitation, the preparation and delivery of any disclosure statement or disclaimer statement required under applicable law and the disclosure of any and all such other facts that materially affect the value of the Property and are not readily observable or known by a prospective Buyer; and (g) comply with all state and federal laws relating to the subject matter hereof.

9.5 Seller acknowledges and agrees that with respect to a Property Listed for Sale Without Reserve described in paragraph 2.2 above (a) neither the Seller, nor any agent of the Seller, shall bid at Auction, or otherwise participate in the bidding process relating thereto, and (b) Seller will insure that there are no liens or encumbrances on the Property to be sold, other than current tax obligations, easements or restrictions of record, to any person other than the Seller, unless every holder of each lien or encumbrance provides Auction Company written evidence, to Auction Company’s satisfaction within its sole discretion, of a binding commitment that the liens or encumbrances will be released immediately after the sale or at Closing, without regard to the amount of the high bid or other offer or the nature of the Buyer.

9.6 Seller acknowledges and agrees that this Agreement does not contemplate any Transfer of the Property by lease during the term hereof. In the event that the Property is being sold subject to a lease existing at the time of the commencement hereof, Seller shall promptly notify Auction Company of any changes in the status of such leasehold and/or any rentals derived therefrom during the Listing Period.

9.7 Seller acknowledges that Auction Company has recommended that all valuables, such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property, concealed or otherwise secured for safekeeping during the Listing Period, unless otherwise expressly set forth herein. In addition, Seller has been fully advised that neither Auction Company nor any of its employees or agents assume any responsibility for any vandalism, theft, damage or other loss which may be sustained by Seller in connection with the Property during the term hereof. Seller acknowledges that Seller solely assumes such risk of loss and agrees to secure or maintain homeowner’s insurance with sufficient replacement coverage relating thereto until transfer of possession to Buyer.

10. Trademarks; Publicity. Seller shall not have the right to use any Auction Company trademark, service mark, trade name, and/or logo(s) without the express, written authorization to do so by Auction Company in each instance. Seller shall
not issue or authorize or permit the issuance of any advertising, publicity or other announcement released to the general public of any kind or nature relating to this Agreement, or to Auction Company, or to Auction Company's officers, directors, shareholders or employees, without the express prior written consent of Auction Company in each instance.

11. **Rights to Content and Works.** Seller hereby grants unto Auction Company the non-exclusive, irrevocable, fully sublicensable and assignable, right and license, with respect to any and all data and information relating to the Property supplied by or prepared on behalf of Seller and/or Auction Company, including, without limitation, textual descriptions, virtual tours, photographs, video and audio recordings, blueprints, architectural drawings, and other images and likenesses of the Property (collectively referred to as "Content"), to digitize, catalog, stream, store, disseminate, distribute, exhibit, broadcast, perform, publish, post, reproduce, display, adapt, modify, edit, communicate, translate, compress, transmit, integrate, create derivative works from, exploit, and otherwise use such Content, and to incorporate such Content into listings, web postings, audiovisual works and such other works as Auction Company or third parties on behalf of Auction Company may create within Auction Company’s sole discretion (collectively “Works,” which Works shall be owned solely and exclusively by Auction Company), throughout the world in any and all forms and media and by whatever means whether now known or hereafter devised or created, including, without limitation, by print media, Internet delivery, radio and television broadcast, and/or any and all other electronic means and/or device, in perpetuity. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever. Seller represents and warrants to Auction Company that said license granted to Auction Company with respect to the Content does not conflict with, violate or infringe upon the rights, including copyright or any other intellectual property rights, of any person or entity.

12. **Notice.**

12.1 All notices which either party shall be required or shall desire to give to the other party shall be given in writing in one of the following ways: by personal delivery; by telecopier; by deposit, registered; by certified mail, return receipt requested, postage prepaid, in the mail; by e-mail; or by deposit with Federal Express, DHL or other comparable overnight courier.

12.2 Addresses for purposes of delivery of notice hereunder are as set forth below, or as otherwise designated in writing after the effective date hereof.

Auction Company: 7120 S. Lewis Avenue, Suite 200
Tulsa, Oklahoma 74136
Attn: Chief Legal Officer

Seller: Property Address

12.3 The date of each such notice shall be conclusively determined as follows: on the day when personally delivered or of telecopying or of e-mailing; or on the third day after mailing; or on the day following deposit with the overnight courier, as the case may be.

13. **Additional Terms and Conditions.**

13.1 In accordance with the Oklahoma Residential Property Condition Disclosure Act:

13.1.1 Unless the Property is newly constructed, Seller shall complete and deliver to Auction Company the Oklahoma Residential Property Condition Disclosure Statement ("Disclosure Statement") or the Oklahoma Residential Property Condition Disclaimer Statement ("Disclaimer Statement"), as applicable, copies of which are attached hereto as Appendixes "A" and "B" respectively. Seller MUST provide Auction Company with a copy of the Disclosure Statement or Disclaimer Statement, as applicable, or Auction Company will not proceed hereunder unless and until the Disclosure Statement or Disclaimer Statement, as applicable, has been received. Seller agrees to promptly update and deliver any Disclosure Statement provided hereunder upon Auction Company’s request or in the event of a material change in the condition of the Property. Seller further agrees to thoroughly review the listing information prepared by Auction Company and advise Auction Company immediately of any errors or omissions, including, but not limited to, the age and square footage of the residence on the Property and size of the lot. Auction Company is hereby authorized to distribute the aforementioned documents and information to prospective Buyers or their brokers interested in the Property.
13.1.2 Auction Company or Seller, depending upon which party has direct contact with a potential purchaser or his/her broker, shall provide a copy of the Seller’s Disclosure Statement or Disclaimer Statement, as applicable, to such potential purchaser or his/her broker.

13.1.3 Auction Company or Seller, depending upon which party has direct contact with a potential purchaser or his/her broker, shall disclose to such potential purchaser or his/her broker any defects in the Property actually known to the Auction Company or Seller which are not included in the Seller’s Disclosure Statement.

13.2 In accordance with the HUD/EPA Lead-Based Paint Regulations, if the Property was built prior to 1978:

13.2.1 Seller shall complete and deliver to Auction Company a Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form (Seller may download a copy of this document online at http://epa.gov/lead/pubs/lesr_eng.pdf).

13.2.2 Auction Company or Seller shall provide a copy of the Seller’s Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards to potential Buyers or their brokers, along with a copy of the pamphlet Protect Your Family from Lead in Your Home. (Seller may download a copy of this pamphlet online at http://epa.gov/lead/pubs/leadpdfe.pdf).

13.3 Auction Company shall provide services as a Transaction Broker without written brokerage agreement to Seller and as provided under the Broker Relationship Act. Auction Company’s duties under this relationship are:

13.3.1 To treat all parties with honesty and exercise reasonable skill and care;

13.3.2 To be available to: (1) receive all written offers and counteroffers, (2) reduce offers or counteroffers to a written form upon request of any party to a transaction, and (3) present timely such written offers and counteroffers;

13.3.3 To inform in writing the party for whom the broker is providing services when an offer is made that the party will be expected to pay certain closing costs, brokerage service costs and approximate amount of said costs;

13.3.4 To account timely for all money and property received by the broker;

13.3.5 To keep confidential information received from a party confidential as required by the Broker Relationship Act;

13.3.6 To disclose information pertaining to the Property as required by the Residential Property Condition Disclosure Act; and

13.3.7 To comply with all requirements of the Oklahoma Real Estate License Code and all applicable statutes and rules.

13.3.8 The Seller will not be held liable for the acts or omissions of the Auction Company or licensees affiliated with Auction Company.

13.3.9 The “Transaction Broker Disclosure With Or Without A Written Brokerage Agreement” form (“Broker Disclosure Statement”) required under the Oklahoma Broker Relationships Act and executed by the Parties, is hereby confirmed and attached hereto as Schedule “2” and made a part hereof.

13.4 Except as may be provided in a written brokerage agreement between the broker and a party to a transaction, the Auction Company owes no further duties or responsibilities to the party after termination, expiration, or completion of performance of the transaction, except:

13.4.1 To account for all monies and property relating to the transaction; and

13.4.2 To keep confidential all confidential information received by the Auction Company during the broker’s relationship with a party.

13.5 Seller acknowledges that Seller has read this Agreement and has received a copy of this Agreement and a copy of the Oklahoma Real Estate Commission’s Residential Sales Contract Information Pamphlet provided by Auction Company or by accessing http://www.ok.gov/OREC/Publications/Uniform_Contract_and_Related_Addenda.html.

14. Miscellaneous. The parties agree to the terms herein set forth and understand that this is a binding agreement that cannot be modified, cancelled or terminated except upon their mutual written consent, that this Agreement constitutes the sole and entire agreement of the parties relating to the subject matter hereof and that the parties have
made no covenants, representations, or warranties not set forth herein; and this Agreement shall be binding on their heirs, personal representatives, successors and/or permitted assigns. This Agreement, and Seller’s rights and obligations hereunder, may not be assigned or otherwise transferred by Seller without the prior written consent of Auction Company. The parties have had the opportunity to review this Agreement and have had an opportunity to be advised by legal counsel as to its contents, requirements and liabilities, and have signed this Agreement fully understanding their respective rights, responsibilities, and obligations as set forth herein. If any clause of this Agreement is determined to be unenforceable or invalid, this Agreement shall be read as though such clause was not contained in the Agreement. The captions used in this Agreement shall have no substantive effect on the interpretation hereof. This Agreement does not create a partnership, joint venture, co-ownership or other joint undertaking between Auction Company and Seller; Auction Company shall at no time be considered an employee of Seller. This Agreement shall not be construed against the drafting party, but shall be construed as if both parties prepared it. This Agreement shall be interpreted according to the laws of the State of Oklahoma without regard to or application of choice-of-law rules or principles. Any legal action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Oklahoma or United States District Court for the Northern District of Oklahoma, in the city of Tulsa, and the parties hereto irrevocably submit to the jurisdiction of each such court in any action or proceeding. The parties hereto irrevocably waive, and agree not to assert, by way of motion, as a defense, or otherwise, in every suit, action or other proceeding arising out of or based on this Agreement and brought in any such court, any claim that a party hereto is not subject personally to the jurisdiction of the above named courts, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. This Agreement may be signed in counterparts and a facsimile, scanned PDF or electronic version of this Agreement shall be adequate and binding.

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT: (1) SELLER HAS READ ALL PROVISIONS, DISCLAIMERS, AND DISCLOSURES MADE HEREIN; (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS, DISCLAIMERS, AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) SELLER IS NOT SUBJECT TO A CURRENT LISTING AGREEMENT WITH ANY OTHER BROKER.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above:

AUCTION COMPANY:  
[DIGITAL SIGNATURE]  
SELLER:  
[DIGITAL SIGNATURE]
## Schedule 1

### Property Description

#### Location of Subject Property:

<table>
<thead>
<tr>
<th>INSIDE ITEMS</th>
<th>OUTSIDE ITEMS</th>
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<tbody>
<tr>
<td>Property Item:</td>
<td>Property Item:</td>
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<tr>
<td>Yes</td>
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<td>Air Purifier (electronic)</td>
<td>Basketball Post &amp; Goal</td>
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<td>Alarm System (security)</td>
<td>Bird Bath(s)</td>
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<td>Alarm System (smoke/fire)</td>
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<td>Attic Fan(s)</td>
<td>Boat Dock(s)/Slip(s)</td>
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<td>Basement Fan(s)</td>
<td>Dog House</td>
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<td>Bath/Whirlpool Tub(s) (free-standing)</td>
<td>Dog Run</td>
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<td>Carbon Monoxide Detector(s)</td>
<td>Door Screens</td>
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<td>Ceiling Fans</td>
<td>Fencing</td>
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<td>Chandelier(s)</td>
<td>Flag Pole</td>
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<td>Dehumidifier</td>
<td>Geothermal/Heat Pump System</td>
</tr>
<tr>
<td>Dishwasher</td>
<td>Gas Grill free-standing</td>
</tr>
<tr>
<td>Dryer (clothes)</td>
<td>Gas Grill (built-in)</td>
</tr>
<tr>
<td>Fireplace Gas Insert(s)</td>
<td>Gates (remote-controlled)</td>
</tr>
<tr>
<td>Fireplace Grate(s)/Log Set(s)</td>
<td>Gazebo</td>
</tr>
<tr>
<td>Fireplace Screen(s)/Door(s)</td>
<td>Hot Tub/Spa (above-ground)</td>
</tr>
<tr>
<td>Freezer (kitchen or garage)</td>
<td>Hot Tub/Spa Equipment</td>
</tr>
<tr>
<td>Garage Door Opener(s)</td>
<td>Ice Maker (built-in)</td>
</tr>
<tr>
<td>Garbage Disposal</td>
<td>Incinerator</td>
</tr>
<tr>
<td>Heat Exchange System</td>
<td>Landscaping Lights</td>
</tr>
<tr>
<td>Humidifier</td>
<td>Light Fixtures</td>
</tr>
<tr>
<td>Ice Maker</td>
<td>Mailbox</td>
</tr>
<tr>
<td>Intercom System</td>
<td>Outbuilding(s)</td>
</tr>
<tr>
<td>Light Fixtures</td>
<td>Outdoor Furniture</td>
</tr>
<tr>
<td>Microwave Oven</td>
<td>Outdoor Playhouse</td>
</tr>
<tr>
<td>Mirror(s)</td>
<td>Oven/Range (built-in)</td>
</tr>
<tr>
<td>Multi-Media System</td>
<td>Porch Swing</td>
</tr>
<tr>
<td>Oil Tank(s) (heating)</td>
<td>Potted Plants</td>
</tr>
<tr>
<td>Oven/Range (built-in)</td>
<td>Propane Tank(s)</td>
</tr>
<tr>
<td>Pet Access Panels</td>
<td>Refrigerator (built-in)</td>
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<tr>
<td>Refrigerator (kitchen)</td>
<td>Satellite Dish</td>
</tr>
<tr>
<td>Refrigerator (beverage)</td>
<td>Solar Electrical Power System</td>
</tr>
<tr>
<td>Safe</td>
<td>Solar Water Heater System</td>
</tr>
<tr>
<td>Sauna Equipment</td>
<td>Speakers (attached or built-in)</td>
</tr>
<tr>
<td>Shelving (not built-in)</td>
<td>Sprinkler System</td>
</tr>
<tr>
<td>Shower Head(s)</td>
<td>Statuary</td>
</tr>
<tr>
<td>Smoke Detector(s)</td>
<td>Stepping Stones</td>
</tr>
<tr>
<td>Speakers (built-in)</td>
<td>Storage Building</td>
</tr>
<tr>
<td>Stove (wood/gas heater)</td>
<td>Swimming Pool (above-ground)</td>
</tr>
<tr>
<td>Stove/Range (free standing)</td>
<td>Swimming Pool Equipment</td>
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<tr>
<td>Sump Pump</td>
<td>Swing Set</td>
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<tr>
<td>Surface Cook Top</td>
<td>Television Antenna</td>
</tr>
<tr>
<td>Thermostat(s)</td>
<td>Tree House</td>
</tr>
<tr>
<td>Trash Compactor</td>
<td>Trellis</td>
</tr>
<tr>
<td>TV Mounting Brackets</td>
<td>Weather Vane</td>
</tr>
<tr>
<td>Vacuum System (central)</td>
<td>Well Pump/Filter System</td>
</tr>
<tr>
<td>Vent Hood</td>
<td>Window Screens</td>
</tr>
<tr>
<td>Washing Machine</td>
<td>Window Boxes (planters)</td>
</tr>
<tr>
<td>Water Heater</td>
<td></td>
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<tr>
<td>Water Purifier</td>
<td></td>
</tr>
<tr>
<td>Water Softener</td>
<td></td>
</tr>
<tr>
<td>WiFi/Router System</td>
<td></td>
</tr>
<tr>
<td>Window Treatments (incl. hardware)</td>
<td></td>
</tr>
</tbody>
</table>

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Any additional items included: _____________________________________________

Any additional items excluded: _____________________________________________
SCHEDULE 2
OKLAHOMA REAL ESTATE COMMISSION
TRANSACTION BROKER DISCLOSURE
WITH OR WITHOUT A WRITTEN BROKERAGE AGREEMENT

1. This Transaction Broker Disclosure is part of and attached to the following Auction Services Agreement.

☐ Check here if no agreement attached, i.e., providing Transaction Broker services without a written agreement.

2. Description of Transaction Broker Services. A Broker providing services as a Transaction Broker shall:
   (a) perform the terms of the Agreement to which this Addendum is attached;
   (b) treat all parties to the transaction with honesty and exercise reasonable skill and care;
   (c) be available to (i) receive all written offer and counteroffers; (ii) reduce all offers or counteroffers to a written form upon request of any party to a transaction; and (iii) present timely such written offers and counteroffers;
   (d) when an offer is made the Broker shall inform in writing the party for whom the Broker is providing services that such party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of those costs;
   (e) timely account for all money and property received by the Broker;
   (f) keep confidential information received from a party confidential as set forth in paragraph 3 below;
   (g) disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
   (h) inform the party for whom the Broker is providing services that the party will not be vicariously liable for the acts or omission of the Broker; and
   (i) comply with all requirements of the Oklahoma Real Estate License Code and all applicable statutes and rules.

3. Confidential information that cannot be disclosed by Broker. The following information is considered confidential, and Broker will not disclose: (a) that a party is willing to pay more or accept less than what is being offered; (b) that a party is willing to agree to financing terms that are different from those offered; and (c) the motivating factors of a party purchasing, selling, leasing, optioning or exchanging the Property. Confidential information may be disclosed if consent is granted by the party disclosing the information, the disclosure is required by law; or the information is made public or becomes public as the result of actions from a source other than the Broker.

4. Transaction Broker authorized to accept delivery of acceptance of the Contract. The party and the Broker agree that the Transaction Broker shall accept delivery of acceptance of the contract and related documents.

5. Broker Limited Service Requirement. The Oklahoma Broker Relationships Act provides, “If a transaction broker intends to perform fewer services than those required to complete a transaction, then written disclosure shall be provided to the party for whom the broker is providing services. Such disclosure shall include a description of those steps in the transaction for which the broker will not perform services, and also state that a broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.”

I understand and have read the aforementioned Transaction Broker disclosure and accept this on the________________________

day of ____________________________, 20______.

________________________________________________________________________________
(Print Name)____________________________________________________________________

________________________________________________________________________________
(Print Name)____________________________________________________________________

Executed by Broker this __________ day of ____________________________, 20______.

________________________________________________________________________________
(Broker (Company))____________________________________________________________________

________________________________________________________________________________
(Broker or Associate (Signature))
APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Notice to Seller: Oklahoma Law (the “Residential Property Condition Disclosure Act,” Title 60, O.S., Sections 831 et.seq., effective July 1, 1995) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a Purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

Notice to Purchaser: The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If some items do not apply to your property, circle N/A (not applicable). If you do not know the facts, circle Unk (unknown). (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

LOCATION OF SUBJECT PROPERTY: __________________________

SELLER IS ___ IS NOT ___ OCCUPYING THE SUBJECT PROPERTY.

Appliances/Systems/Services: (The items below are in NORMAL working order)

<table>
<thead>
<tr>
<th>Circle below</th>
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<tbody>
<tr>
<td></td>
<td>Humidifier</td>
</tr>
<tr>
<td>Sprinkler System</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Swimming Pool</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Hot Tub/Spa</td>
<td>N/A Yes No Unk</td>
</tr>
<tr>
<td>Water Heater</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Water Purifier</td>
<td>N/A Yes No Unk</td>
</tr>
<tr>
<td>Water Softener</td>
<td>N/A Yes No Unk</td>
</tr>
<tr>
<td>Sump Pump</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Plumbing</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Whirlpool Tub</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Sewer System</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Air Conditioning System</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Window Air Conditioner(s)</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Attic Fan</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Fireplaces</td>
<td>N/A Yes No Unk</td>
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<tr>
<td>Heating System</td>
<td>N/A Yes No Unk</td>
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<td></td>
<td>Circle below</td>
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<tr>
<td></td>
<td>Humidifier</td>
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<td>Gas Supply</td>
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<td></td>
<td>Public __Propane</td>
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<td></td>
<td>Butane</td>
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<td></td>
<td>Propane Tank</td>
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<td></td>
<td>Leased __Owned</td>
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<td></td>
<td>Ceiling Fans</td>
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<td></td>
<td>Electric Air Purifier</td>
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<td>Garage Door Opener/</td>
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<td></td>
<td>Control</td>
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<td></td>
<td>Intercom</td>
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<td></td>
<td>Central Vacuum</td>
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<tr>
<td></td>
<td>Security System</td>
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<td></td>
<td>Rent __Own</td>
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<tr>
<td></td>
<td>Monitored</td>
</tr>
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<td></td>
<td>Smoke Detectors</td>
</tr>
<tr>
<td></td>
<td>Dishwasher</td>
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<tr>
<td></td>
<td>Electrical Wiring</td>
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<td>Garbage Disposal</td>
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<td>Gas Grill</td>
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<td>Vent Hood</td>
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<td></td>
<td>Microwave Oven</td>
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<td></td>
<td>Built-in Oven/Range</td>
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<tr>
<td></td>
<td>Kitchen Stove</td>
</tr>
<tr>
<td></td>
<td>Trash Compactor</td>
</tr>
</tbody>
</table>

Seller’s Initials ______ Seller’s Initials _____

Buyer’s Initials _____ Buyer’s Initials _____
LOCATION OF SUBJECT PROPERTY

Source of Household Water

Other Items ___________________________ Yes No Unk

Other _______________________________ Yes No Unk

___Public ___Private ___Well Yes No Unk

Other _______________________________ Yes No Unk

IF YOU HAVE ANSWERED NO to any of the above, please explain. Attach additional pages with your signature(s).

---

**Zoning, Flood and Water**

1. Property is zoned: *(Check one)* ________residential  ____commercial  ____historical  ____agricultural  ____industrial  ____office  ____urban conservation  ____other  ____unknown

2. What is the flood zone status of the property? ____________________________

---

**Additions/Alterations/Repairs**

9. Have any additions or alterations been made without required permits? Yes No Unk

10. Are you aware of previous foundation repairs? Yes No Unk

11. Are you aware of any alterations or repairs having been made to correct defects or problems? Yes No Unk

12. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage? Yes No Unk

13. Has the roof ever been repaired or replaced during your ownership of the property? Yes No Unk

14. Approximate age of roof covering, if known number of layers, if known ____________________________

15. Do you know of any current problems with the roof? Yes No Unk

16. Are you aware of treatment for termite or wood-destroying organism infestation? Yes No Unk

17. Do you have a termite bait system installed on the property? Yes No Unk

18. If yes, is it monitored by a licensed exterminating company? *(Check one)* ____yes ___no  Annual cost $

19. Are you aware of any damage caused by termites or wood-destroying organisms? Yes No Unk

20. Are you aware of major fire, tornado, hail, or wind damage? Yes No Unk

21. Are you aware of problems pertaining to sewer, septic, lateral lines or aerobic system? Yes No Unk

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**Environmental**

22. Are you aware of the presence of asbestos? Yes No Unk

23. Are you aware of the presence of radon gas? Yes No Unk

24. Have you tested for radon gas? Yes No Unk

25. Are you aware of the presence of lead-based paint? Yes No Unk

26. Have you tested for lead-based paint? Yes No Unk

27. Are you aware of any underground storage tanks on the property? Yes No Unk

28. Are you aware of the presence of a landfill on the property? Yes No Unk

29. Are you aware of existence of hazardous or regulated materials and other conditions having an environmental impact? Yes No Unk

30. Are you aware of existence of prior manufacturing of methamphetamine? Yes No Unk

31. Have you had the property inspected for mold? Yes No Unk

32. Have you had any remedial treatment for mold on the property? Yes No Unk

33. Are you aware of any condition on the property that would impair the health or safety of the occupants? Yes No Unk

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**Property Shared in Common, Easements, Homeowner’s Association, Legal**

34. Are you aware of features of the property shared in common with adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an affect on the property? Yes No Unk

35. Other than utility easements serving the property, are you aware of easements or right-of-ways affecting the property? Yes No Unk
36. Are you aware of encroachments affecting the property?  Yes No Unk
37. Are you aware of a mandatory homeowner’s association?  Yes No Unk
   Amount of dues $ ______________ Special Assessment $ ______________
   Payable: (Check one) ______monthly ______quarterly ______annually
   Are there unpaid dues or assessments for the Property? (Check one) ______yes ______no
   If yes, amount $ ______________ Manager’s Name: ____________________________
   Phone No. ____________________________
38. Are you aware of any zoning, building code or setback requirement violations?  Yes No Unk
39. Are you aware of any notices from any government or government-sponsored
   agencies or any other entities affecting the property?  Yes No Unk
40. Are you aware of any filed litigation or lawsuit(s), directly or indirectly,
   affecting the property, including a foreclosure?  Yes No Unk
41. Is the property located in a fire district which requires payment?  Yes No Unk
   Amount of fees $ ______________ To Whom Paid ____________________________
   Payable (Check one) ______monthly ______quarterly ______annually
42. Is the property located in a private utility district?  Yes No Unk
   (Check applicable) water ______ garbage ______ sewer ______ other ______
   If other, explain: ____________________________
   Initial membership fee $ ______________ annual membership fee $ ______________
   (If more than one (1) utility, attach additional pages.)

Miscellaneous
43. Are you aware of other defect(s), affecting the property, not disclosed above?  Yes No Unk
44. Are you aware of any other fees or dues required on the property that you have not
   disclosed?  Yes No Unk

If you answered “YES” to any of the items 1-44 above, list the item number(s) and explain. (If needed, attach
additional pages, with your signature(s), date, and location of subject property.)

On the date this form is signed, the seller states that based on seller’s CURRENT ACTUAL KNOWLEDGE of the
property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure (circle one): Yes  No  If yes, how many? _______

A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection
of the property and has no duty to independently verify the accuracy or completeness of any
statement made by the seller in this disclosure statement.

The Purchaser understands that the disclosures given by the Seller on this statement is not a warranty of condition. The Purchaser is
urged to carefully inspect the property and, if desired, to have the property inspected by a licensed expert. For specific uses,
restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that
the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to
purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed
by the Seller.

Purchaser’s Signature ____________________________  Date ____________________________
The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are
made available at the Oklahoma Real Estate Commission (OREC), Shepherd Mall, 2401 NW 23 St, Suite 18, Oklahoma City, Oklahoma
73107-2431, or visit OREC’s Web site www.orec.ok.gov.
APPENDIX B. RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT FORM

Seller instructions: Oklahoma Law (the “Residential Property Condition Disclosure Act,” 60, O.S. Section 831 et. seq., effective July 1, 1995) requires a seller of 1 and 2 residential dwelling units to deliver, or cause to be delivered, a disclaimer statement to a purchaser as soon as practicable, but in any event before acceptance of an offer to purchase if you, the seller: 1) have never occupied the property and make no disclosures concerning the condition of the property; and 2) have no actual knowledge of any defect concerning the property.

If, however, you occupied the property or know of a defect in regard to the property, you must complete and deliver, or cause to be delivered, a “Residential Property Condition Disclosure Statement” to the purchaser.

Also, if you become aware of a defect after delivery of this disclaimer statement to a purchaser, but before you accept an offer to purchase, you must complete and deliver, or cause to be delivered, a “Residential Property Condition Disclosure Statement” to a purchaser.

Completion of this form by you may not be more than 180 days prior to the date this form is received by a purchaser.

Note: If this disclaimer statement is delivered to a purchaser after an offer to purchase has been made by the purchaser, the offer to purchase shall be accepted by you only after a purchaser has acknowledged receipt of this statement and confirmed the offer to purchase.

Defect means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property.

(For more information on the requirements of the law, please refer to the Residential Property Condition Disclosure Information Pamphlet.)

Seller’s Disclaimer Statement

The undersigned seller states that seller has never occupied the property located at __________________________, Oklahoma; makes no disclosures concerning the condition of the property; AND has no actual knowledge of any defect.

Seller’s Signature ______________________ Date __________ Seller’s Signature ______________________ Date ________

Purchaser’s Acknowledgment

The purchaser shall sign and date this acknowledgment. The purchaser is urged to carefully inspect the subject property and, if desired, to have the property inspected by an expert. The purchaser acknowledges that purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase you make on the property identified above.

Purchaser’s Signature ______________________ Date __________ Purchaser’s Signature ______________________ Date ________

Note to seller and purchaser: A real estate licensee has no duty to the seller or purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the seller in this disclaimer statement.

The disclosure and disclaimer statement forms and the Residential Property Condition Disclosure Information Pamphlet are made available by the Oklahoma Real Estate Commission, 2401 NW 23rd St, Suite 18, Oklahoma City, Oklahoma 73107-2431, or visit OREC’s Web site www.orec.state.ok.us

(OREC-7/03)