

Agency Disclosure

The Listing and Selling Brokers are agents of the parties hereto as outlined below, and their fiduciary duties of loyalty and faithfulness are owed to the party they represent. However, they must treat the other party with honesty. They must respond to all questions of the parties accurately and must disclose MATERIAL DEFECTS about which they have knowledge. The Broker, their agents, employees and associates are not required, however, to discover hidden defects in the property or give advice on matters outside the scope of their real estate license.

- A. It is clearly understood and agreed by the parties hereto that \_\_\_\_\_ (Selling Broker), and all licensees employed by or associated with Selling Broker, represent the buyers.
- B. The Listing Broker and all licensees employed by or associated with the Listing Broker represents the Sellers in this transaction.
- C. This agreement is subject to a CONSENSUAL DUAL AGENCY agreement attached hereto.

\_\_\_\_\_ Buyer \_\_\_\_\_ Date

\_\_\_\_\_ Buyer \_\_\_\_\_ Date

\_\_\_\_\_ Seller \_\_\_\_\_ Date

\_\_\_\_\_ Seller \_\_\_\_\_ Date

**AGENCY DISCLOSURE AGREEMENT**  
(to be signed before presentation of the offer)

There are different types of agency representation options that exist in real estate transactions. Below is a list of the representation options available. In addition a person may represent himself or herself in a transaction.

1. SELLER EXCLUSIVE AGENCY When the property is listed for sale by one company (the Listing Realtor) and the property is sold by a different real estate company (the Selling Realtor). It is the policy of the Listing Realtor and its Brokers and Salespersons to represent the Seller(s) exclusively.
2. BUYER EXCLUSIVE AGENCY When the Selling Realtor assists you in writing your offer or purchase agreement and the property is listed with a different real estate company, it is the policy of the Selling Realtor and its Brokers and Salespersons to represent the Buyer(s) exclusively. If the Selling Realtor represents the Buyer(s) exclusively, the Selling Realtor and its Brokers and Salespersons may receive compensation for the transaction from the Listing Realtor pursuant to a cooperation agreement between the two companies.
3. CONSENSUAL DUAL AGENCY
  - A. When a real estate company both lists and sales the property (the Listing Realtor and the Selling Realtor are the same company), it is the policy of the Company and its Brokers and Salespersons to represent both the Seller(s) and Buyer(s) as a Consensual Dual Agency. Please see the Consensual Dual Agency Agreement for further information.
  - B. When a real estate company assists you in writing your purchase agreement and the property is listed with the same company (the Listing Realtor and the Selling Realtor are the same company), it is the policy of the Company to represent both the Seller and Buyer as a Consensual Dual Agency. Please see the Consensual Dual Agency Agreement for further information.
  - C. Bergren Real Estate cooperates with other Brokerages with sellers consent.

DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION

In providing brokerage services to all parties to a transaction, a licensee (the real estate company and its brokers and salespersons) shall do all of the following:

- a. Provide brokerage services to all parties to the transaction honestly and in good faith.
- b. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- c. Disclose to each party all material adverse facts that the licensee knows except for the following:
  1. Material adverse facts known by the party.
  2. Material adverse facts the party could discover through a reasonably diligent inspection, and which should be discovered by a reasonably prudent person under like or similar circumstances.
  3. Material adverse facts the disclosure of which is prohibited by law.
  4. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- d. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT

A client is a party to a transaction who has an agency agreement with a broker for brokerage services. A licensee providing brokerage services to a client shall do all of the following:

- a. Place the clients interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under the consensual dual agency provisions of the Iowa code or any other applicable law.
- b. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- c. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Laws Code of or any law.
- d. Disclose to the client any financial interests the licensee or the brokerage has in any business entity to which the licensee or brokerage refers a client for any service or product related to the transaction.

If you do not understand this document, seek legal advice before signing. The undersigned acknowledge that the Listing Realtor and the Selling Realtor have made a full disclosure of the type of representation the Company will provide. The undersigned acknowledge receipt of copy of this Agency Disclosure Agreement.

In the offer or purchase agreement dated \_\_\_\_\_ involving the property located at 318 Lori LN., Council Bluffs, IA  
The agency relationship between the parties and the real estate company is:

Selling Realtor

Listing Realtor

\_\_\_\_ Buyer Exclusive Agency  
\_\_\_\_ Consensual Dual Agency

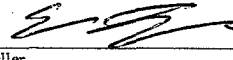
\_\_\_\_ Seller Exclusive Agency  
 Consensual Dual Agency

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

 7-23-18

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selling Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Listing Agent

If this agency is for auction, Steve Bergren & Bergren Real Estate represent the sellers only.

RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT

Property address: 318 Cori Ln Council Bluffs, IA 51503

**PURPOSE:**

Use this statement to disclose information as required by Iowa Code chapter 558A. This law requires certain sellers of residential property that includes at least one and no more than four dwelling units to disclose information about the property to be sold. The following disclosures are made by the seller(s) and not by any agent acting on behalf of the seller(s).

**INSTRUCTIONS TO SELLER(S):**

1. Seller(s) must complete this statement. Respond to all questions, or attach reports allowed by Iowa Code section 558A.4(2);
2. Disclose all known conditions materially affecting this property;
3. If an item does not apply to this property, indicate that it is not applicable (N/A);
4. Please provide information in good faith and make a reasonable effort to ascertain the required information. If the required information is **unknown** or is **unavailable** following a reasonable effort, use an **approximation** of the information, or indicate that the information is **unknown (UNK)**. All **approximations** must be identified as **approximations (AP)**;
5. Additional pages may be attached as needed;
6. Keep a copy of this statement with your other important papers.

1. Basement/Foundation: Any known water or other problems? Yes  No

2. Roof: Any known problems? Yes  No

Any known repairs? Yes  No

If yes, date of repairs/replacement: \_\_\_/\_\_\_/\_\_\_

*NA* 3. Well and Pump: Any known problems? Yes  No

Any known repairs? Yes  No

If yes, date of repairs/replacement: \_\_\_/\_\_\_/\_\_\_

Any known water tests? Yes  No

If yes, date of last report: \_\_\_/\_\_\_/\_\_\_

and results: \_\_\_\_\_

*NA* 4. Septic Tanks/Drain Fields: Any known problems? Yes  No

Location of tank: \_\_\_\_\_

Date tank last cleaned: \_\_\_/\_\_\_/\_\_\_

5. Sewer System: Any known problems? Yes  No

Any known repairs? Yes  No

If yes, date of repairs/replacement: \_\_\_/\_\_\_/\_\_\_

6. Heating System(s): Any known problems? Yes  No   
Any known repairs? Yes  No   
If yes, date of repairs/replacement: \_\_\_\_/\_\_\_\_/\_\_\_\_
7. Central Cooling System(s): Any known problems? Yes  No   
Any known repairs? Yes  No   
If yes, date of repairs/replacement: \_\_\_\_/\_\_\_\_/\_\_\_\_
8. Plumbing System(s): Any known problems? Yes  No   
Any known repairs? *Pump seal on jetted tub failed, causing leak, Master Bath repairs made by New Baths R Us* Yes  No   
If yes, date of repairs/replacement: 7/1/16
9. Electrical System(s): Any known problems? Yes  No   
Any known repairs? Yes  No   
If yes, date of repairs/replacement: \_\_\_\_/\_\_\_\_/\_\_\_\_
10. Pest Infestation (e.g., termites, carpenter ants): Any known problems? Yes  No   
If yes, date(s) of treatment: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Any known structural damage? Yes  No   
If yes, date(s) of repairs/replacement: \_\_\_\_/\_\_\_\_/\_\_\_\_
11. Asbestos: Any known to be present in the structure? Yes  No   
If yes, explain: \_\_\_\_\_
12. Radon: Any known tests for the presence of radon gas? Yes  No   
If yes, date of last report: \_\_\_\_/\_\_\_\_/\_\_\_\_  
and results: \_\_\_\_\_
13. Lead-Based Paint: Any known to be present in the structure? Yes  No
14. Flood Plain: Do you know if the property is located in a flood plain? Yes  No   
If yes, what is the flood plain designation? \_\_\_\_\_
15. Zoning: Do you know the zoning classification of the property? Yes  No   
If yes, what is the zoning classification? Residential

16. Covenants: Is the property subject to restrictive covenants? Yes  No

If yes, attach a copy or state where a true, current copy of the covenants can be obtained.

17. Shared or Co-Owned Features: Any features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads, and driveways whose use or maintenance responsibility may have an effect on the property? Yes  No

Any known "common areas" such as pools, tennis courts, walkways, or other areas co-owned with others, or a Homeowner's Association which has any authority over the property? Yes  No

18. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes  No

19. Structural Damage: Any known structural damage? Yes  No

Siding Repair on chimney and rear gable Fall 2016  
3 Rear Windows replaced Fall 2016 by Patio

**SELLER(S) DISCLOSURE:**

Seller(s) discloses the information regarding this property based on information known or reasonably available to the Seller(s).

The Seller(s) has owned the property since 9/19/14. The Seller(s) certifies that as of the date signed this information is true and accurate to the best of my/our knowledge.

Seller(s) acknowledge(s) requirement that Buyer(s) be provided with the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health.

Seller [Signature]

Seller \_\_\_\_\_

Date 7/23/18

Date \_\_\_/\_\_\_/\_\_\_

**BUYER(S) ACKNOWLEDGMENT:**

Buyer(s) acknowledges receipt of a copy of this Real Estate Disclosure Statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.

Buyer(s) acknowledge(s) receipt of the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health.

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_

Date \_\_\_/\_\_\_/\_\_\_