

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

SALE CONTRACT DATED:

PROPERTY: 3249 Hwy H. Sullivan, Mo 63080

Lead Warning Statement

Every buyer 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.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- ☐ Seller certifies that this home was built in 1978 or later
- ☒ Seller certifies that this home was built before 1978, but Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the house (explain):

(b) Records and reports available to the Seller (check one below):

- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial appropriate blanks)

Buyer has received copies of all information listed above.
Buyer has received the pamphlet Protect Your Family From Lead in Your Home.
Buyer has (check one below):

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Listing Agent's Acknowledgment (initial)

LS

Listing 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.

SELLER SIGNATURE

DATE

BUYER SIGNATURE

DATE

Seller Printed Name

Buyer Printed Name

SELLER SIGNATURE

DATE

BUYER SIGNATURE

DATE

Seller Printed Name

Buyer Printed Name

Listing Agent Signature

Date

Selling Agent Signature

Date

(NOTE: Any reference to Agent also includes a licensee acting as a Transaction Broker)

This document has legal consequences.
If you do not understand it, consult your attorney.

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Form # 2091

06/12

SELLER'S DISCLOSURE STATEMENT

To be completed by **SELLER** concerning 3249 Hwy H, S 63080 (Property Address)
located in the municipality of Sullivan (if incorporated), County of Franklin, Missouri.

Note: If a Seller knows or suspects some condition which might lower the value of the property being sold or adversely affect the Buyer's decision to buy the property, then the Seller needs to disclose it. This statement will assist a Buyer in evaluating the property being considered. Real estate brokers and agents involved in the sale do not inspect the property for defects, and they cannot guarantee the accuracy of the information in this form.

TO THE SELLER: Your truthful disclosure of the condition of your property gives you the best protection against future charges that you violated your legal obligation to a Buyer by concealing a material defect(s), lead-based paint, use as a site for methamphetamine production or storage and/or any other disclosure required by law. Your knowledge of the property prior to your ownership may be relevant. In the case of a material defect, for example, if information that you possess indicates some persistent pattern of a problem not completely remedied, such information should be included in this disclosure in order to achieve full and honest disclosure. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligation, but it may not cover all aspects of your property. If you know of or suspect some condition which would substantially lower the value of the property, impair the health or safety of future occupants, or otherwise affect a Buyer's decision to buy your property, then use the space at the end of this form to describe that condition.

TO THE BUYER: Since these disclosures are based on the Seller's knowledge, you cannot be sure that there are, in fact, no problems with the property simply because the Seller is not aware of them. The answers given by the Seller are not warranties of the condition of the property. Thus, you should condition your offer on a professional inspection of the property. You may also wish to obtain a home protection plan/warranty. Due to the variety of insurance, requirements, products, and arrangements Buyer should contact appropriate party to determine insurance coverage needed.

Conditions of the property that you can see on a reasonable inspection should either be taken into account in the purchase price or you should make the correction of these conditions by the Seller a requirement of the sale contract.

If you sign a contract to purchase the property, that contract, and not this disclosure statement, will provide for what is to be included in the sale. So, if you expect certain items, appliances, or equipment included, you must specify them in the contract.

SUBDIVISION, CONDOMINIUM, VILLA, CO-OP OR OTHER SHARED COST DEVELOPMENT (if applicable)

(a) Development Name N/A Type of Ownership: Fee-Simple Condominium ☐ Co-Op ☐
Contact _____ Phone _____

(b) Mandatory Assessment: #1 \$ _____ per: month quarter half-year year
Mandatory Assessment: #2 \$ _____ per: month quarter half-year year

(c) Mandatory Assessment(s) include:

- ☐ entrance sign/structure ☐ street maintenance ☐ common ground ☐ snow removal of common area
☐ snow removal specific to this dwelling ☐ landscaping of common area ☐ landscaping specific to this dwelling
☐ clubhouse ☐ pool ☐ tennis court ☐ exercise area ☐ reception facility ☐ water ☐ sewer ☐ trash removal
☐ doorman ☐ cooling ☐ heating ☐ security ☐ elevator ☐ other common facility
☐ assigned parking space(s): how many _____ identified as _____ ☐ some insurance ☐ real estate taxes
☐ other specific item(s) _____

☐ Exterior Maintenance of this dwelling covered by Assessment:

(d) Optional Assessment(s)/Membership(s): Please explain.

- (e) Are you aware of any existing or proposed special assessments? ☐ Yes ☐ No
(f) Are you aware of any special taxes and/or district improvement assessments? Yes ☐ No
(g) Are you aware of any condition or claim which may cause an increase in assessment or fees? Yes ☐ No
(h) Are you aware of any material defects in any common or other shared elements? ☐ Yes ☐ No
(i) Are you aware of any existing indentures/restrictive covenants? Yes ☐ No
(j) Are you aware of any violation of the indentures/restrictions by yourself or by others? Yes ☐ No
(k) Is there a recorded street/road maintenance agreement? ☐ Yes ☐ No
(l) Please explain any "yes" answer you gave for (e), (f), (g), (h), (i), (j) or (k) above.

HEATING, COOLING AND VENTILATING (Seller is not agreeing that all items checked are being offered for sale.)

- (a) Type of air conditioning: ☒ Central Electric ☐ Central Gas ☐ Window/Wall (Number of window units:) Other: _____
- (b) Source of heating: ☐ Electric ☐ Natural Gas ☒ Propane ☐ Fuel Oil ☐ Other: _____
- (c) Heating Equipment: ☒ Forced Air ☐ Hot Water Radiators ☐ Steam Radiators ☐ Radiant ☐ Baseboard ☐ Other: _____
- (d) Areas of house not served by central heating/cooling: _____
- (e) Additional: ☐ Humidifier ☐ Electronic Air Filter ☐ Media Filter ☐ Attic Fan ☐ Other: _____
- (f) Are you aware of any problems or repairs needed with any item in this section? Yes ☒ No If "yes", please explain _____

FIREPLACE(S)

- (a) Type of fireplace: ☒ Wood Burning ☐ Vented Gas Logs ☐ Vent Free Gas Logs ☐ Wood Burning Stove ☐ Natural Gas ☐ Propane
- (b) Type of flues/venting: ☒ Functional (properly vented for wood burning and vented gas logs). Number of fireplace(s) 1 Location(s) Living Room
☐ Non Functional: Number of fireplace(s) _____ Location(s) _____ Please explain _____
- (c) Are you aware of any problems or repairs needed with any item in this section? Yes ☒ No If "yes", please explain _____

PLUMBING SYSTEM, FIXTURES AND EQUIPMENT

- (a) Water Heater: ☐ Electric ☐ Natural Gas ☒ Propane ☐ Tankless ☐ Other: _____
- (b) Ice maker supply line: Yes ☐ No ☐
- (c) Jet Tub: Yes ☒ No ☐
- (d) Lawn Sprinkler System: Yes ☒ No If yes, date of last backflow device inspection certificate: _____
- (e) Are you aware of any problems or repairs needed in the plumbing system? Yes ☒ No If "yes", please explain _____

WATER (If well exists, attach Form #2165, Septic/Well Addendum To Seller's Disclosure Statement)

- (a) What is the source of your drinking water? Public ☐ Community ☒ Well ☐ Other (explain): _____
- (b) If Public, identify the utility company: _____
- (c) Do you have a softener, filter or other purification system? Yes ☒ No ☐ Owned ☐ Leased/Lease Information _____
- (d) Are you aware of any problems relating to the water system including the quality or source of water or any components such as the curb stop box? Yes ☒ No If "yes", please explain _____

SEWERAGE (If Septic or Aerator exists, attach Form #2165, Septic/Well Addendum To Seller's Disclosure Statement)

- (a) What is the type of sewerage system to which the house is connected? Public ☐ Private ☒ Septic ☐ Aerator ☐ Other. If other please explain: _____
- (b) Is there a sewerage lift system? Yes ☐ No ☐ If "yes", is it in good working condition? Yes ☐ No ☐
- (c) When was the septic/aerator system last serviced? 6/4/13 Yes ☐ No ☐
- (d) Are you aware of any leaks, backups, open drain lines or other problems relating to the sewerage system? Yes ☒ No If "yes", please explain: _____

APPLIANCES (Seller is not agreeing that all items checked are being offered for sale.)

- (a) Electrical Appliances and Equipment: ☒ Electric Stove/Range/Cook top ☒ Oven ☐ Built-in Microwave Oven
☐ Dishwasher ☐ Garbage Disposal ☐ Trash Compactor ☐ Wired smoke alarms ☐ Electric dryer (hook up)
☐ Ceiling Fan(s) ☐ Intercom System ☐ Central Vacuum System ☐ Other: _____
- (b) Gas Appliances & Equipment: ☐ Natural Gas ☐ Propane
☐ Oven ☐ Gas Stove/Range/Cook top ☐ Exterior Lights ☐ Barbecue ☐ Water heater ☐ Tankless Water Heater
☐ Gas dryer (hook up) ☐ Other: _____
- (c) Other Equipment: ☐ TV Antenna ☐ Cable Wiring ☐ Phone Wiring ☐ Network/Data Wiring
☐ Electric Garage Door Opener ☐ Number of transmitters _____
☐ Security Alarm System ☐ Owned ☐ Leased/Lease information: _____
☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub ☐ Sauna/ Pool/Spa Equipment (list): _____
☐ Satellite Dish ☐ Owned ☐ Leased/Lease Information: _____
☐ Electronic Pet Fence System Number of Collars: _____ Other: _____
- (d) Are you aware of any items in this section in need of repair or replacement? Yes ☐ No If "yes", please explain: _____

ELECTRICAL

- (a) Type of service panel: ☐ Fuses ☐ Circuit Breakers
(b) Type of wiring: ☐ Copper ☐ Aluminum ☐ Knob and Tube ☐ Unknown
(c) Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☒ No If "yes", please explain.

ROOF, GUTTERS AND DOWNSPOUTS

- (a) What is the approximate age of the roof? _____ Years. Documented? ☐ Yes ☐ No
(b) Has the roof ever leaked during your ownership? ☐ Yes ☐ No If "yes" please explain.
(c) Has the roof been repaired, recovered or any portion of it replaced or recovered during your ownership? ☐ Yes ☐ No If "yes", please explain
(d) Are you aware of any problems with the roof, gutters or downspouts? ☒ Yes ☐ No If "yes", please explain.
Needs replace

CONSTRUCTION

- (a) Are you aware of any problems with the footing, foundation walls, sub-floor, interior and exterior walls, roof construction, decks/porches or other load bearing components? ☐ Yes ☒ No If "yes" please describe in detail.
(b) Are you aware of any repairs to any of the building elements listed in (a) above? ☐ Yes ☒ No If "yes", please describe the location, extent, date and name of the person/company who did the repair or control effort.
(c) Are you aware that any of the work in (b) above was completed without required permits? ☐ Yes ☒ No
(d) List all significant additions, modifications, renovations, & alterations to the property during your ownership:
(e) Were required permits obtained for the work in (d) above? ☐ Yes ☐ No

HARDBOARD SIDING

- (a) Are you aware of any hardboard siding on your property? ☐ Yes ☒ No If "yes", which type ?
(b) Are you aware of any claims made against the manufacturer for defects in the siding? ☐ Yes ☐ No Date(s)
(c) Was any money received for the claim? ☐ Yes ☐ No Date(s)
(d) Are you aware of any repairs or replacements made to hardboard siding? ☐ Yes ☐ No Date(s)
(e) Please explain any "yes", answers you gave in this section and give dates.

BASEMENT AND CRAWL SPACE (Complete only if applicable)

- (a) Sump pit ☐ Sump pit and pump ☐
(b) Are you aware of any dampness, water accumulation or leakage, in the basement or crawl space? ☐ Yes ☒ No If "yes", please describe in detail.
(c) Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? ☐ Yes ☒ No If "yes", please describe the location, extent, date and name of the person/company who did the repair or control effort

PESTS OR TERMITES/WOOD DESTROYING INSECTS

- (a) Are you aware of any pests or termites/wood destroying insects adversely impacting the property and improvements? ☐ Yes ☒ No
(b) Are you aware of any uncorrected damage to the property caused by pests or termites/wood destroying insects? ☐ Yes ☒ No
(c) Is your property currently under a warranty contract by a licensed pest/termite control company? ☐ Yes ☒ No
(d) Are you aware of any pest/termite control reports for the property? ☐ Yes ☒ No
(e) Are you aware of any pest/termite control treatments to the property? ☐ Yes ☒ No
(f) Please explain any "yes" answers you gave in this section:

SOIL AND DRAINAGE

- (a) Are you aware of any fill, expansive soil or sinkholes on the property or that may affect the property? ☐ Yes ☒ No
- (b) Are you aware of any soil, earth movement, flood, drainage or grading problems on the property or that may affect the property?
Yes ☒ No
- (c) Are you aware of any past, present or proposed mining, strip-mining, or any other excavations on the property or that may affect the property? ☐ Yes ☒ No
- (d) Please explain any "yes" answers you gave in this section.

HAZARDOUS SUBSTANCES/OTHER ENVIRONMENTAL CONCERNS

- (a) Lead: (Note: Production of lead based paint was banned in 1978. See Disclosure of Information and Acknowledgement Lead Based Paint and/or Lead-Based Paint Hazards, form #2049.)
- (1) Are you aware of the presence of any lead hazards (such as paint, water supply lines, etc.) on the property? ☐ Yes ☒ No
- (2) Are you aware if it has ever been covered or removed? ☐ Yes ☒ No
- (3) Are you aware if the property has been tested for lead? ☐ Yes ☒ No If "yes", please give date performed, type of test and test results.
- (4) Please explain any "yes" answers you gave in this section.
- (b) Asbestos Materials
- (1) Are you aware of the presence of asbestos materials on the property, such as roof shingles, siding, insulation, ceiling, flooring, pipe wrap, etc.? ☐ Yes ☒ No
- (2) Are you aware of any asbestos material that has been encapsulated or removed? ☐ Yes ☒ No
- (3) Are you aware if the property has been tested for the presence of asbestos? ☐ Yes ☒ No If "yes", please give date performed, type of test and test results.
- (4) Please explain any "yes" answers you gave in this section.
- (c) Mold
- (1) Are you aware of the presence of any mold on the property? ☐ Yes ☒ No
- (2) Are you aware of anything with mold on the property that has ever been covered or removed? ☐ Yes ☒ No
- (3) Are you aware if the property has ever been tested for the presence of mold? ☐ Yes ☒ No If "yes", please give date performed, type of test and test results.
- (4) Please explain any "yes" answers you gave in this section.
- (d) Radon
- (1) Are you aware if the property has been tested for radon gas? ☐ Yes ☒ No If "yes", please give date performed, type of test and test results.
- (2) Are you aware if the property has ever been mitigated for radon gas? ☐ Yes ☒ No If "yes", please provide the date and name of the person/company who did the mitigation.
- (e) Methamphetamine
- Are you aware if the property is or was used as a lab, production or storage site for methamphetamine or was the residence of a person convicted of crimes related to methamphetamine? ☐ Yes ☒ No If "yes", please explain.
- (f) Other Environmental Concerns
- Are you aware of any other environmental concerns that may affect the property such as polychlorinated biphenyls (PCB's), electro-magnetic fields (EMF's), underground fuel tanks, unused septic or storage tanks, etc.? ☐ Yes ☒ No If "yes", please explain.

INSURANCE

Are you aware of any claims that have been filed for damages to the property? ☐ Yes ☒ No If "yes", please provide the following information: date of claim, description of claim, repairs and/or replacements completed.

MISCELLANEOUS

- (a) The approximate age of the residence is 113 years. The Seller has occupied the property 0 years.
- (b) Has the property been continuously occupied during the last twelve months? ☐ Yes ☒ No If "no", please explain.
Renter left January 2015
- (c) Is the property located in an area that requires an occupancy (code compliance) inspection? Yes ☒ No If "yes", please explain.
- (d) Are you aware if this property is located in an area that requires any specific disclosure(s) from the city or county? Yes ☒ No If "yes", please explain.
- (e) Is the property designated as a historical home or located in a historic district? Yes ☒ No If "yes", please explain.
- (f) Is property tax abated? Yes ☒ No Expiration date _____ Attach documentation from taxing authority.
- (g) Is any portion of the property located within the 100 year flood hazard area (flood plain)? Yes ☒ No
- (h) Do you have a survey of the property? Yes ☒ No Does it include all existing improvements on the property? Yes ☐ No
- (i) Are you aware of any pets having been kept in or on the property? Yes ☒ No If "yes" please explain.
- (j) Is the Buyer being offered a protection plan/home warranty at closing at Seller's expense? Yes ☒ No
- (k) Are you aware of any inoperable windows or doors, broken thermal seals, or cracked/broken glass? Yes ☒ No
- (l) Are you aware if carpet has been laid over a damaged wood floor? Yes ☒ No
- (m) Are you aware of any:
- Shared or common features with adjoining properties? Yes ☒ No
 - Rights of way, unrecorded easements, or encroachments, which affect the property? Yes ☒ No
 - Existing or threatened legal action affecting the property? Yes ☒ No
 - Violations of local, state, or federal laws/regulations, including zoning, relating to the property? Yes ☒ No
 - Consent required of anyone other than the signer(s) of this form to convey title to the property? Yes ☒ No
- (n) Please explain any "yes" answers you gave for (g), (h), (j), (k), (l), or (m) above.

**Additional
comments:**

Seller attaches the following document(s):

SELLER'S ACKNOWLEDGEMENT:

Seller acknowledges that he has carefully examined this statement and that it is complete and accurate to the best of Seller's knowledge. Seller agrees to immediately notify listing broker in writing of any changes in the property condition. Seller authorizes all brokers and their licensees to furnish a copy of this statement to prospective Buyers.

SELLER SIGNATURE

DATE

SELLER SIGNATURE

DATE

Seller Printed Name

Seller Printed Name

BUYER'S ACKNOWLEDGEMENT:

Buyer acknowledges having received and read this Seller's Disclosure Statement. Buyer understands that the information in this Seller's Disclosure Statement is limited to information of which Seller has actual knowledge. Buyer should verify the information contained in this Seller's Disclosure Statement, and any other important information provided by either Seller or broker (including any information obtained through the Multiple Listing Service) by an independent, professional investigation of his own. Buyer acknowledges that broker is not an expert at detecting or repairing physical defects in property.

BUYER SIGNATURE

DATE

BUYER SIGNATURE

DATE

Buyer Printed Name

Buyer Printed Name

DUTIES AND OBLIGATIONS OF LIMITED AGENCY AS ADAPTED FROM SECTION 339.730 RSMo

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:
 1. To perform the terms of the written agreement made with the client;
 2. To exercise reasonable skill and care for the client;
 3. To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - a. Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease the property while the property is subject to a lease or letter of intent to lease;
 - b. Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent to lease;
 - c. Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and
 - d. Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee;
 4. To account in a timely manner for all money and property received;
 5. To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100 and any rules and regulations promulgated pursuant to those sections; and
 6. To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.
2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.
3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.
4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.
5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

MINIMUM BROKERAGE SERVICES AS ADAPTED FROM SECTION 339.780.7 RSMo

Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum the following services:

1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the the client's or customer's property or the property the client or customer seeks to purchase or lease;
2. Assisting the client or customer in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answering the clients or customers questions relating to the offers, counteroffers, notices, and contingencies.

DISCLOSED DUAL AGENCY AS ADAPTED FROM SECTION 339.750 RSMo

1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written agreement pursuant to section 339.780.
2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.
3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710.
4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
 1. That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 2. That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 3. What the motivating factors are for any client buying, selling, or leasing the property;
 4. That a client will agree to financing terms other than those offered; and
 5. The terms of any prior offers or counter offers made by any party.
5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
6. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

Note: If a designated agent is appointed in accordance with this agreement, Dual Agency does not occur unless one of the two exceptions described in the "Designated Agent" paragraph of the Missouri Real Estate Commission Broker Disclosure form occurs.

Owner acknowledges that REALTOR® may also represent Buyer under agency agreements.