

## Reference Noble

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

## 1 Lead Warning Statement

2 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to  
 3 1978 is notified that such property may present exposure to lead from lead-based paint that may place  
 4 young children at risk of developing lead poisoning. Lead poisoning in young children may produce  
 5 permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral  
 6 problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The  
 7 seller of any interest in residential real property is required to provide the buyer with any information on lead-  
 8 based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of  
 9 any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint  
 10 hazards is recommended prior to purchase.

## 11 Seller's Disclosure

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

13 (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing.  
 14 (explain)  
 15 \_\_\_\_\_

16 (ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the  
 17 housing.

18 (b) Records and reports available to the seller ( check (i) or (ii) below ):

19 (i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-  
 20 based paint and/or lead-based paint hazards in the housing ( list documents below ).  
 21 \_\_\_\_\_

22 (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint  
 23 hazards in the housing.

## 24 Purchaser's Acknowledgment (initial)

25 (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

26 (d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

27 (e) Purchaser has ( check (i) or (ii) below ):

28 (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk  
 29 assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

30 (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of  
 31 lead-based paint and/or lead-based paint hazards.

## 32 Agent's or Transaction Broker's Acknowledgment (Initial)

33 (f) \_\_\_\_\_ Agent or Transaction Broker has informed the seller of the seller's obligations under 42 U.S.C.  
 34 4852d and is aware of his/her responsibility to ensure compliance.

## 35 Certification of Accuracy

36 The following parties have reviewed the information above and certify, to the best of their knowledge, that  
 37 the information they have provided is true and accurate.

38 Lawrence S Noble 10-17-10  
 39 Seller Date Purchaser Date  
 40 Lawrence S Noble

41 Toni F Noble 10-17-10  
 42 Seller Date Purchaser Date  
 43 Toni F Noble

44 Deborah Richardson 10-17-10  
 45 Agent or Transaction Broker Date Agent or Transaction Broker Date  
 46 Deborah Richardson

47 Property Address: 253 Moor Hollow Lane, Caradenton, MO 65020

48 Listing No.:

DSC-2000

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# Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

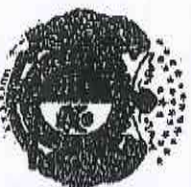
This brokerage authorizes the following relationships:

- ☒ Seller's Limited Agent
- ☒ Landlord's Limited Agent
- ☒ Buyer's Limited Agent
- ☒ Tenant's Limited Agent
- ☒ Sub-Agent
- ☒ Disclosed Dual Agent
- ☐ Designated Agent
- ☒ Transaction Broker
- ☐ Other Agency Relationship

Broker or Entity Name and Address  
RE/MAX Lake of the Ozarks  
3525 Hwy 54  
Osage Beach, MO 65065  
(573) 302-2300

*For 10-17-10*  
*David E. Mahr*  
*10-17-10*

# MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees, it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.



# CHOICES AVAILABLE TO YOU IN MISSOURI

## Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, *to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord* with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

## Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, *to exercise reasonable skill and care for the buyer or tenant, and to promote the interests of the buyer or tenant* with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

## Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

## Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

*A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction*

- A dual agent may not disclose information that is considered confidential, such as:
- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate
- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

## Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

## Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.
- A transaction broker has no duty to:
- conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- conduct an independent investigation of the buyer's financial condition.



# RE/MAX Listing Cover Sheet

## Key Card Showing Instructions

(Please complete the following & turn in with your listing)

Owner Name(s): Larry & Toni Noble  
Listing Agent: Fran G. Johnson  
Property Address: 253 Moss Hollow Lane  
List Price: \$265,000  
Property Phone: 374-8792

### Specific Showing Instructions:

Call 374-8792 If no answer - Leave message

Knock & Show GARAGE CODE - 5014

★★ Lock Deadbolt Only ★★

Lockbox

☒ Yes

☐ No

SH 53188336

Key

☐ Yes

☐ No

IPix

☐ Yes

☐ No

If there are any changes to the showing instructions over the course of the listing, please complete a new showing instruction sheet.

## Agent Listing Checklist

- ☒ MO Broker Agency Disclosure initialed
- ☒ Signed Seller's Agency Listing Contract w/mailling address, email, home & cell phone
- ☒ Contact Information entered into your RE/MAX database
- ☒ Primary Contact name: LARRY NOBLE
- ☒ How did you get the listing? SP Lead
- ☒ Signed Sellers Disclosure, if applicable
- ☒ Lead Based Paint Disclosure, if needed (older than 1978)
- ☒ MLS listing input sheet
- ☐ Inventory Sheet if applicable
- ☒ Key card showing instructions
- ☐ Keys to property, access codes
- ☒ Lockbox Serial Number 53188336
- ☐ Pictures of property, upload to NAS – must be full sized, high quality
- ☒ Banner on FranCampbell.com (RE/MAX site) No
- ☒ Brochures – (yes) or no
- ☐ Flyers w/ MLS Data - yes or no
- ☒ Postcard – yes or (no)
- ☒ Home Warranty – yes or no (Will consider)
- ☐ Copy of CMA