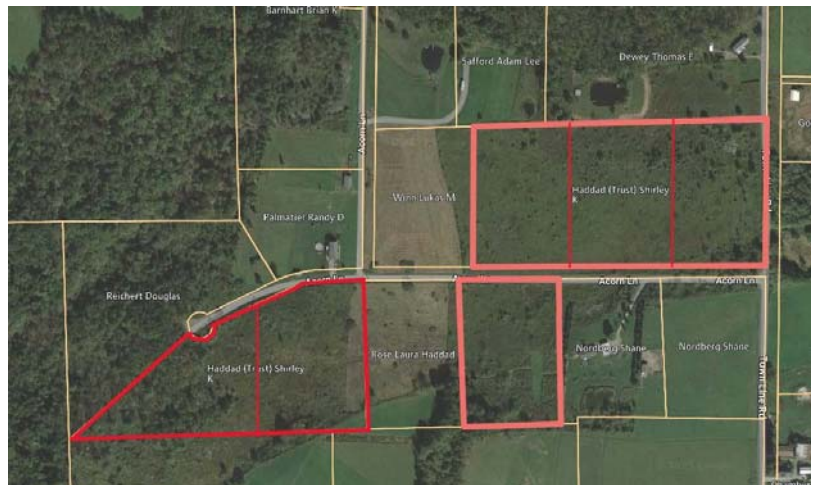




AUCTION

607-865-6951

REAL ESTATE



Six (6) 5-Acre Lots Unimproved Land

For the Shirley K Haddad Lifetime Trust

Acorn Lane

Town of Oxford, NY

Online Bidding Begins Closing
Thursday, June 26th @ 7:00 PM

*A rare opportunity to purchase quality
building lots at a price you want to pay!*



www.laibids.com



Lambrecht Auction & Real Estate Co.
151-153 County Hwy 38
Bainbridge, NY 13733
www.lambrechtauction.com
607-865-6951

Dear Bidder:

Thank you for your expressed interest in these Auction properties located at Acorn Lane in the Town of Oxford, NY. Six (6) lots are being sold at Auction for the Shirley K Haddad Trust. The family has chosen a Real Estate Auction to aggressively market the property and produce activity within a specific time frame. The auction will be held online utilizing our Online Bidding Platform.

We at Lambrecht Auction, Inc. are committed to representing each property to the best of our ability. However, we remind you that the information contained within this bidder packet is a representation of information believed to be accurate by Lambrecht Auction, Inc., and the seller. Obtaining possession of this packet is not an excuse to neglect performing the necessary due diligence and verification of any questions or concerns you may have. We prepare and provide this information only as an aid to assist you in performing your own due diligence. You must ultimately rely solely upon your own observations and inspection of the property in making your bidding decisions.

You can expect honest and fair treatment from Lambrecht Auction and Real Estate, but you must understand that we are agents of the sellers, and we work in the best interest of the sellers. Lambrecht Auction does not represent any bidders in this Auction.

Thank you for your interest. We look forward to having your participation in the Auction. If you have any further questions, contact us at 607-865-6951 or visit our website at www.laibids.com. Our Auction team is available to assist you with any questions you may have regarding this property or the Auction process.

Sincerely,

Lambrecht Auction, Inc.

Disclaimer

The information provided in this packet is derived from sources deemed reliable. However, neither the Auctioneer nor the seller(s) make any guarantees or warranties of any kind. The property is sold in as-is condition. It is solely the responsibility of the bidders to make decisions based upon their own inspection. This packet is provided simply to assist any prospective bidders in beginning their own due diligence. The following information shall not be disclosed or duplicated in whole or in part for any purpose other than the evaluation of the details of this property and used as a tool in the bidding process.

Reason for Auction

Seller's Decision

This property is being sold at Auction on behalf of the Shirley K Haddad Trust. The sellers have chosen a Real Estate Auction as the best method to market the property and to sell the property quickly and efficiently.

Seller Motivation

We at Lambrecht Auction, Inc. make strong efforts to qualify clients that are clear in their intentions to sell their real estate. It is to no one's benefit to conduct an Auction if it is unlikely to sell. In this Auction, each 5-acre lot has an opening bid of \$5,000. After an opening bid is received, the Auction will become Unreserved. Simply put, all bids over \$5,000/lot will be accepted by the sellers at the close of the Auction.

"Why would a seller choose to Auction a property rather than just listing it?"

Real Estate Listings and Real Estate Auctions are both viable methods of selling real estate. Both have their time and their place. Real Estate Auctions don't mean a seller is going to get more or less than by listing with traditional means; it simply is another way to market and sell real estate. Auctions are an alternative marketing tool for aggressive sellers that may not desire to use the listing approach. How an Auction differs from a listing is that it is much more aggressive in marketing to create a sale in a specific time frame.

Property Specifications

Reference: Subdivision Survey Lands of George J. Haddad filed in the Chenango County Clerk's Office Map No. 2366

Lot #5: 5.02 Acres surveyed w/ 381' feet of frontage on the south side of Acorn Lane. Portion of Tax Map# 242.-1-13.641

Lot #7: 5.02 Acres Surveyed w/ 395' feet of frontage on the south side of Acorn Lane. Portion of Tax Map# 242.-1-14.4

Lot #8: 5.091 Acres Surveyed w/ 330' feet of frontage on the south side of Acorn Lane at the end of the cul-de-sac. Portion of Tax Map# 242.-1-14.4

Lot #16 5.02 Acres surveyed w/ 380' feet of frontage on the north side of Acorn Lane. Portion of Tax Map# 242.-1-13.641

Lot #17 5.02 Acres surveyed w/ 380' feet of frontage on the north side of Acorn Lane. Portion of Tax Map# 242.-1-13.641

Lot #18: 5.02 Acres surveyed w/ 381' feet of frontage on the north side of Acorn Lane and 465' of frontage on the west side of Town Line Road. Portion of Tax Map# 242.-1-13.641

Property Details	
Address	Acorn Lane
Town	Oxford
State	New York
Village	N/A
County	Chenango
Zip	13733
Parcel ID	Portions of Tax Maps IDs 242.-1-13.641 & 242.-1-26.1
Deed #	2006-00000264
School District	Bainbridge – Guilford
Property Class	311 Res Vac Land
Zoning	Per ordinance
Directions	County Routes 38 or 17 to Searles Hill Rd to Town Line Rd to Acorn Lane
Land Details	
Acreage +/-	All 6 lots are just a little over 5 acres surveyed. Refer to survey map.
Land Dimension	Refer to Survey map for exact measurements on each lot
Road Frontage	Refer to Survey map for exact measurements on each lot
Pond / Stream	None
Easements	Normal utility.
Right of Ways	None
Land Description	Mostly level to gently sloping. Varies with the individual lot.
Municipal Projects	None known
Survey	Filed in Chenango County Clerk's Office Map # 2366
Maps Attached	Aerial overlay. Copy of Survey Map
Water Shed	Susquehanna
Ag District	Not in an ag district, but pretty much surrounded by ag districts according to NYS Dept. of Ag & Market Maps
Flood Plane	N/A
Deed Restrictions	No Single Wide mobile homes. No parcels smaller than 4 acres.

Auction Terms

Deposit

The highest bidders on each parcel will be required to sign the purchase contract and make a \$2,500. non-refundable deposit per parcel on Saturday June 28th. This money will be held in the Auctioneer's escrow and will be applied towards the final sale price at the time of closing. This deposit can be made in the form of a personal check, bank check, cash, or guaranteed funds; no credit cards will be accepted.

Buyer's Premium

A 10% buyer premium will be applied towards the highest bid for each parcel. This means that the final bid will be increased by 10%. For illustration purposes only, if the highest bid on a property is \$15,000, then the buyer's premium would be \$1,500. The total sale price will be \$16,500.

As-Is Condition

Like all properties that Lambrecht Auction, Inc. sells at Auction; this property is sold in as-is condition. It is solely the responsibility of the buyer to thoroughly inspect the property and verify all data presented by the Auctioneer. Although it is not intentional, sometimes there are errors in the bidder packets and buyers are responsible for verifying all information.

Contingencies

There are no contingencies, such as financing or home inspection that must be approved to complete the offer to purchase. It is the sole responsibility of the buyer to inspect the property and decide based upon their inspection. It is advised that the buyer participates in the Auction knowing exactly how much they can bid and have their finances arranged prior to the Auction.

Closing Date

The closing dates of these properties have been **tentatively** scheduled for around July 30th, 2025.

Sale Method

Each lot has an opening bid of \$5,000. After an opening bid is received, the auction is Unreserved. All final bids above the opening bids will be accepted.

Owner Financing

Owner Financing is not available at this Auction.

Agency

As a bidder, you need to understand that Lambrecht Auction, Inc. is an agent of the seller, and we owe the seller our fiduciary duties of: Care, Confidentiality, Loyalty, Obedience, Accounting, and Disclosure.

In the sale of this property, Lambrecht Auction, Inc. is acting solely as the agent of the seller. We work only to represent the best interest of the seller. However, we are committed to fair and honest dealings with all buyers and a representation of all facts that we know to be true and accurate. Our goal is to produce bidder confidence in the Auction process to produce the best results for our client, the seller.

All Sales Final

The "Purchase and Sale Contract" is located in this Bidder Packet. The final bid + buyer premium is the final selling price of the property. Placing a bid is a binding contract and it is irrevocable unless it is negated by a higher bid. There will be no negotiations made after the Auction. The bidding process is the only form of negotiation that will take place. It is strongly suggested that the buyer be completely prepared for the Auction and perform any necessary due diligence.

Deed Deliverance

At the time of closing, the seller will deliver a warranty deed free of all liens and encumbrances.

Preparing to Bid at an Auction

1. **LOOK BEFORE YOU BID- You are entering into a binding contract enforceable in a court of law!**
We try to be thorough with the photos, but photos aren't always a good representation and should never be used in place of a live inspection. **Not liking the property after the auction IS NOT grounds to nullify a successful bid** and the high bidder will be expected to close on the property. As these parcels are all bare land, you can drive by and view them at any time. We will attempt to keep signage up withstanding the efforts of Mother Nature. You can call our offices at (607) 865-6951 with any questions.
2. **Read This Bidder Packet-** This packet has much of the information that you need to answer your questions. It includes property details, copies of the contracts that you will sign, and supporting documents. The provided information is an aid to assist you in performing your own due diligence.
3. **Contact an Auction Representative-** After viewing the property it is quite likely that you will develop additional questions that you need answered. Contact Lambrecht Auction and Real Estate to get those questions answered.
4. **Arrange financing-** As a bidder, you will be able to make a wiser, more informed decision if you contact your lending institution prior to attending the Auction. The original purchase contract will not be amended to accommodate any type of lending, so know where your money is coming from.
5. **Do your homework** - Be prepared. Have your attorney look over the contract if you wish. Research the Auction property and find out as much as you can about the property. Due diligence is an essential task for all parties involved in the transaction. This bidder packet is only provided as a starting tool for interested parties. It may lack information those parties so desire. It is completely the responsibility of interested parties to gather the information they desire.
6. **Determine How Much You Are Willing to Bid** - Be realistic concerning how much you can purchase the property for. A common mistake some people make is thinking that no one else is going to be interested in the property and they are unprepared when bidding escalates to more than they were prepared for. On the other hand, one of the worst things that can happen is paying more for property than you are prepared to. Construct a bid plan by preparing yourself to bid to a point that you are comfortable with. Bidding at an Auction is a binding contract that can be enforced in a court of law. Lambrecht Auction, Inc. and the seller both have a common goal to successfully complete the transaction. A prepared bidder is more likely to complete the transaction.
7. **Deposit-** Bid Online being prepared to make a deposit of the required amount. The amount expressed in the terms of the Auction is the required amount and will not be negotiated or changed. If you are unable to make the required deposit, then you should not bid on the property.
8. **A Special Note About Online Bidding** - This is the final step towards owning the property. When you first register to bid at this auction, our online system will ask to authorize a credit card in the amount of \$500. **We will not charge your card, though this amount may be unavailable to you for a short period of time.** We are just attempting to verify that online participants are real people with real addresses and honest intentions. Also be sure to include your phone number. You will get a call. After you have registered, you can enter your bid(s). You can enter a maximum bid on our system and the software will exercise your bid up to your maximum amount. You can also bid on the property one bid at a time up until the auction closing. **Please Note:** Our system has a soft close, which means that if a bid is received in the last 2 minutes of the auction closing, bidding will be reset to 2 minutes. This is to prevent "snipe bidding". Also, all adjoining lots are "linked", which means bidding will not close on any individual lot until there is no bidding within 2 minutes on any of the lots in the linked group. **Don't try to wait until the final second to bid as it will suit no purpose. In fact, you may lose out altogether, as there is some delay during internet processing.** In simple terms: Don't try to be "cute" or it might bite you.
****Register to bid well before the auction is due to end – we need to approve you. Also, do not wait for the last second to bid, especially your first bid, because that is somewhat delayed.**

Supporting Documents

All supporting documents are attached to provide additional information.

Purchase and Sale Contract

This is a sample of the Contract to be signed by the buyer on June 28th.

Agency and Anti-Discrimination Disclosures

Lambrecht Auction, Inc. are agents of the seller and work to represent the seller's interests. The high bidder is required by the State of New York to complete the agency disclosure form acknowledging the agency relationship in this transaction. We are also required to obtain a form from you acknowledging Federal, state and local fair housing and anti-discrimination laws.

Aerial Overlay

This is a map which overlays satellite imagery over a tax map. These maps are frequently imperfect and should not be relied on in any way as a survey, but they are often useful in showing the relationship of the buildings or other features to the property. The remaining six lots are still under two tax parcels, so we placed lines for each individual lot using the survey map as a guide. Lots 7 & 8 are under Tax Parcel # 242.-1-26.1. Lots 5, 16, 17 & 18 are under Tax Parcel # 242.-1-13.641

Survey Map

This is a section of the original survey map by Paul B. Koertz, Professional Land Surveyor completed April 18, 1989 and filed in the Chenango County Clerk's Office as Map No. 2366. We have edited it by removing lot numbers that are not included in the auction.



**Purchase And Sale Contract
Offer to Purchase Real Property**

**Plain English Form Approved by
New York State Auctioneers Association**

This is a legally binding document. Consult your lawyer if you do not understand any part of it.

TO THE OWNER OR PERSON WHO HAS THE RIGHT TO SELL THE PROPERTY DESCRIBED BELOW:

I (We) _____ agree to purchase the following property situated in the Town of Oxford, County of Chenango, State of New York, described as Lot # on a map entitled "Subdivision of Lands of George Haddad" filed in the Chenango County Clerks Office as Map No. 2366 Deed # 2006-00000264 being approximately _____ acres +/- with no improvements, A portion of Tax map# . I acknowledge deed restrictions of no single wide mobile homes and sale of no parcel of less than four (4) acres in size.

Price The purchaser by signing this offer agrees to pay the total purchase price of \$ _____ Dollars
Which includes a 10% Buyer Premium of \$ _____ on a final bid price of \$ _____

Deposit \$ _____ cash deposited with Lambrecht Auction, Inc. Escrow Account in NBT Bank, to be held until this offer is accepted, at which time it shall become part of the purchase price, or returned if not accepted.

Balances \$ _____ cash on or before _____ on passing of deed.

Contingencies No financing contingencies. This is a cash contract and not subject to buyer obtaining financing.

Abstracts, Tax Receipts and Survey: The Seller shall deliver to the Buyer, at least 5 (five) days prior to closing, a correct up-to-date: (1) county or title company's history (abstract) of title, made from the records in the County Clerk's Office going back at least 40 years and starting with a warranty deed; (2) a property tax abstract covering County taxes for the period from 1/1/2015 to date, and any other property taxes for 10 years; (3) current property tax receipts; (4) Bankruptcy search (if requested); and (5) U.C.C. search when applicable. Any additional survey will be at the requested and expense of the buyer.

Closing Transfer is to be completed at an office to be determined on or about July 30th, 2025 or as soon thereafter as abstracts can be brought to date. At that time you are to convey to me by Warranty deed with lien covenant, good and insurable title to the property free of all liens and encumbrances, except as above set forth, subject to rights of tenants, if any.
Interest, insurance premium, rents, and taxes shall be pro-rated and adjusted as of July 30th, 2025, or date of possession. County Taxes shall be adjusted and apportioned on a calendar year beginning Jan. 1, and ending Dec.31. School Taxes shall be adjusted and apportioned for the fiscal year beginning July 1, and ending the following June 30, and Village Taxes shall be adjusted and apportioned for the fiscal year beginning June 1, and ending the last day of May following or as otherwise provided by law.

Possession Possession of premises shall be delivered on passing of deed.

Mortgage Expense Upon any purchase money mortgage given, I(We) agree to pay the usual mortgage tax and recording fee and Revenue Stamps on bond where required.

Assignment This offer may be assigned to an individual or corporation for the purpose of holding title thereto; however, I (We) shall personally remain responsible for the faithful performance of the contract.

Risk of Loss The risk of loss or damage to the property by fire or other causes until the delivery of the deed is assumed by you, the owner.



**Purchase And Sale Contract
Offer to Purchase Real Property**

Broker

(Select One)



I (We) represent that Lambrecht Auction, Inc. is the broker in this transaction and that no other real estate broker or agent has helped to bring about this sale.



Auctioneer agrees to pay Sub-Agency/Co-Broker Fee of ____ %payable to ____ at Closing of Title.

Indemnification Seller and Purchaser each acknowledge and agree that the Auctioneer is not responsible for any defects in title or any other defects or deficiencies with respect to the property. With respect thereto, both Seller and Purchaser hereby (with the exception of any item caused by the gross negligence of the Auctioneer) release Auctioneer from any claims that either one of them may have with respect to the auctioned property. Furthermore, (with the exception of items caused by the gross negligence of the Auctioneer) Seller and Purchaser agree to separately and mutually indemnify and hold harmless the Auctioneer from any claims against the Auctioneer with respect to the auctioned property. Seller and Purchaser agree that this indemnification promise will include, without limitation, the cost of providing any defense to Auctioneer with respect to any claims relating to the auctioned property.

Agency

Seller and Purchaser each acknowledge and agree that the Auctioneer is solely acting as agent for the Seller.

Buyer

In the event that the Buyer does not complete the transfer, and there being no fault on behalf of Seller, then in that event, the Buyer agrees any deposit made by Buyer may be applied toward the auctioneer's commission and the balance paid to seller as damage for Buyer failing to complete the transfer.

Persons Bound THIS DOCUMENT, AND ADDENDA, WHEN SIGNED BY BOTH PARTIES, SHALL BE A BINDING CONTRACT. IT SHALL BIND THE PARTIES HERETO AND THEIR ESTATES. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES, MAY NOT BE CHANGED ORALLY AND MAY BE MODIFIED ONLY IN WRITING.

Date: _____
Buyer: _____
Address: _____

Phone#: _____
Email: _____
X: _____

Date: _____
Witness: _____
Address: _____

Phone#: _____
Email: _____
X: _____

Date: _____
Buyer: _____
Address: _____

Phone#: _____
Email: _____
X: _____

Buyer
Attorney: _____
Address: _____

Phone#: _____
Email: _____



**Purchase And Sale Contract
Offer to Purchase Real Property**

ACCEPTANCE OF OFFER BY SELLER

Seller hereby warrants to Auctioneer that Seller has the legal authority to sell the property and can convey marketable title. Seller acknowledges and agrees that Auctioneer does not have any independent knowledge with respect to the property being auctioned. Seller accepts the offer and agrees to sell on the terms and conditions set forth above and agree that the deposit may be held by Lambrecht Auction, Inc. Seller agrees to pay the real estate commission in the amount of _____ or _____% of the sales price and Seller may apply Buyer's deposit to Seller's obligation for said commission.

Seller: _____

Date: _____ **by** _____

Seller's Attorney:

Karen McMullen

Levene, Gouldin & Thompson

450 Plaza Drive

Vestal, NY 13850

Phone: 607 763-9200

Fax: 607 763-9211

Email: kmcmullen@lgtlegal.com

Selling Agent:

Dale Lambrecht

Lambrecht Auction, Inc.

2698 County Highway 47

Walton, NY 13856

Phone: 607 865-6951

Fax: 866-709-6417

Cell: 607 434-3287

E-mail: dale@lambrechtauction.com



Division of Licensing Services

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

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

New York State Housing and Anti-Discrimination Disclosure Form

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

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

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

YOU HAVE THE RIGHT TO FILE A COMPLAINT

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

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

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

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

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



Division of Licensing Services

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

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

New York State Housing and Anti-Discrimination Disclosure Form

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

This form was provided to me by _____ Dale Lambrecht _____ (print name of Real Estate Salesperson/
Broker) of _____ Lambrecht Auction & Real Estate Co. _____ (print name of Real Estate company, firm or brokerage)

(I)(We) _____

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

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

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

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



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer’s agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller’s agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Dale Lambrecht (print name of licensee) of Lambrecht Auction & Real Estate (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- ☒ Seller as a (check relationship below)

☐ Buyer as a (check relationship below)
- ☒ Seller’s agent

☐ Buyer’s agent
- ☐ Broker’s agent

☐ Broker’s agent
- ☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- ☐ Advance informed consent dual agency
- ☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form: signature of { } Buyer(s) and/or { } Seller(s):

Date: _____

Date: _____



[illegible]