



GREATER ROCHESTER ASSOCIATION OF REALTORS INC.
REAL ESTATE TRANSFER PROPERTY CONDITION DISCLOSURE STATEMENT (COMMERCIAL)



This disclosure statement concerns the real property located at
Seller/Landlord acknowledges that Seller/Landlord has examined the Listing/Agency Agreement Contract which set forth the terms of the transaction between Seller/Landlord and you, the listing broker, and the details regarding the physical aspects of the property which is the subject of the Listing Agreement.

INFORMATION REGARDING SELLER/LANDLORD'S PROPERTY

The Seller/Landlord discloses the following information with the knowledge that even though this is not a warranty, prospective tenants may rely on this information in deciding whether and on what terms to purchase or lease the subject property. The Seller/Landlord hereby authorizes that a copy of this statement or any of the information contained herein may be provided through you to any person in connection with any proposed transaction regarding the Seller/Landlord's property, including real estate agents affiliated with your company, other real estate companies and agents affiliated with their companies, and any potential tenants of my property.
NOTICE TO BUYER/TENANTS(S) AND SELLER/LANDLORD(S)

BUYER/TENANT AND SELLER/LANDLORD SHOULD OBTAIN PROFESSIONAL ADVICE AS TO THIS DOCUMENT AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER/TENANT AND SELLER/LANDLORD WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS OR CONDITIONS OF THE SUBJECT PROPERTY. THE BUYER/TENANT IS URGED TO CAREFULLY INSPECT THE PROPERTY AND, IF DESIRED, TO HAVE THE PROPERTY INSPECTED BY AN EXPERT. THE BUYER/TENANT UNDERSTANDS THAT THERE ARE AREAS OF THE PROPERTY OF WHICH THE SELLER/LANDLORD HAS NO KNOWLEDGE AND THAT THIS DISCLOSURE STATEMENT DOES NOT ENCOMPASS THOSE AREAS.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER/LANDLORD AND ARE NOT REPRESENTATIONS OR WARRANTIES OF ANY REAL ESTATE BROKERS OR OTHER LICENSEES REPRESENTING ANY PRINCIPAL IN THE TRANSACTION. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER/TENANT AND SELLER/LANDLORD, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER/TENANT MAY WISH TO OBTAIN.
IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

Table with 4 columns listing property features: Window screens, Sprinklers, Sump pump, Intercom, Water softener, Exhaust fans, Location(s), Lighting fixtures, Window drapes & blinds, Fire extinguisher(s) # 3, Power poles, Public address systems, Time clock # N/A, Energy management systems, Water coolers, Bus-ducts, Weighing scales, Levelers, Cranes & hoists together with controls, Paint and spray booth, Compressor, Tanks, Power and air lines (include drops), Racking, Cafeteria and kitchen, Appliances #, Antennas #, Office landscaping, Elevators # N/A, Conveyor.

UTILITIES:

WATER SUPPLY: Size:
Source: [X] Public [] Well [] Private Utility [] Other
GAS SUPPLY: Size
Source: [] Public [X] Bottled [] Other
OIL SUPPLY: Tank Size gal. (Above) (Buried) Registered
ELECTRIC SUPPLY: Volts Amps Phase
Source:
SANITARY SEWER: [X] Public [] Septic [] Other
STORM SEWER: [] Public [] Retention/Detention [] None
ACTIVE RAIL: Source/Railroad Line

HEATING, VENTILATION AND AIR CONDITIONING:

HEAT: Central [] Various []
Source: [X] Gas [] Oil [] Electric [] Solar [] Other []
Type: [] Forced Air [] H.W.Steam [] Radiator []
AIR CONDITIONING: [X] Central [] Wall/Window [] #
ALARM SYSTEM: Heat [] Smoke [X] Security [] Entry System

ROOF(S):

Type(s): 1. ? age (approx.)
2. age (approx.)
3. age (approx.)



To the best of your (Seller/Landlord's) knowledge, all of the above are in good operating condition except the following (Attach additional sheets if necessary):

B. Are you, the Seller/Landlord aware of any significant defects, latent or otherwise, or malfunctions in the foundation or structural components of the building? Yes No If yes, describe below. (Attach additional sheets if necessary):

	YES	NO	UNKNOWN
C. Are you, the Seller/Landlord aware of the following:			
1. Features of property shared in common with adjoining landowners such as walls, fences, wells, septic systems and driveways whose use or responsibility for maintenance may have an effect on the subject property?		<input checked="" type="checkbox"/>	
2. Any encroachments, easements or similar matters that may affect your interest in the subject property?		<input checked="" type="checkbox"/>	
3. Room additions, structural modifications or other alterations or repairs made without necessary permits or which require the issuance of a Certificate of Occupancy?		<input checked="" type="checkbox"/>	
4. Room additions, structural modifications or other alterations or repairs which are not in full compliance with all applicable building codes?		<input checked="" type="checkbox"/>	
5. Landfill (compacted or otherwise) on the property or any portion thereof?		<input checked="" type="checkbox"/>	
6. Any settling from any cause, or slippage, sliding, or other soil problems?		<input checked="" type="checkbox"/>	
7. Flooding, drainage or grading problems or water leakage or accumulation in any portion of the property during the past ten years?		<input checked="" type="checkbox"/>	
8. Any substances, materials, conditions or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property or any of the structure?		<input checked="" type="checkbox"/>	
9. Major damage to the property or any of the structures from fire, wind, earthquakes, floods or landslides?		<input checked="" type="checkbox"/>	
10. Covenants, conditions, and restrictions or other Deed restrictions or obligations affecting the property?		<input checked="" type="checkbox"/>	
11. Condominium or other association which has any authority over the subject property?		<input checked="" type="checkbox"/>	
12. Any common area facilities such as walkways or other areas co-owned in an undivided interest with others?		<input checked="" type="checkbox"/>	
13. Any governmental notices against the property?		<input checked="" type="checkbox"/>	
14. Any lawsuits or judgements against you threatening or affecting this real property?		<input checked="" type="checkbox"/>	
15. Any toxic wastes or dumping sites located on or in proximity to the property which may have an effect on soil conditions, water supply, or any polluting factor with respect to the property?		<input checked="" type="checkbox"/>	
16. Is your property in a legally designated flood zone or wetlands?		<input checked="" type="checkbox"/>	
17. Has the property been treated for termites or wood destroying insects during the past five years and if so, is there a guarantee of any kind which is transferable?		<input checked="" type="checkbox"/>	
18. Have you had a chemical analysis of the water made with respect to these premises at any time during the past five years? If applicable, was such analysis abnormal?		<input checked="" type="checkbox"/>	
19. Any zoning violations and/or violations or legal nonconforming uses?		<input checked="" type="checkbox"/>	
20. Any environmental, safety or engineering studies?		<input checked="" type="checkbox"/>	

If the answer to any of these is yes, or if you are aware of any other facts or information relating to the property which might affect the decision of a Buyer/Tenant to buy or lease, or affect the value of your property or affect its use by a Buyer/Tenant, that would be of concern to a Buyer/Tenant please explain. (Attach additional sheets if necessary):

Seller/Landlord hereby certifies and represents that such information is to the best of Seller/Landlord's knowledge and belief as of the date signed by Seller/Landlord accurate, true and complete and that Seller/Landlord has no notice or knowledge of any additional defects or problems with the property that have not been set forth herein. Seller/Landlord further agrees to hold the listing broker and selling broker harmless from any liability incurred as a result of any reliance on the disclosures contained herein by any other person including any prospective or actual Buyer/Tenant.

Seller/Landlord John [Signature] Date 12/10/15

Seller/Landlord _____ Date _____

I/We acknowledge receipt of a copy of this statement.

Prospective Buyer/Tenant _____ Date _____

Prospective Buyer/Tenant _____ Date _____



LEAD COMPLIANCE ADDENDUM To Purchase and Sale Contract

Published by and for the exclusive use of the Greater Rochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use.

SELLER John Encao BUYER _____

PROPERTY 7404 State Route 96, Victor, NY 14564

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

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 (i) or (ii) below):
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - (ii) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to Seller (check (i) or (ii) below):
 - (i) Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
 - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

JE

Seller's Initials

Buyer's Initials



Buyer's Acknowledgment (initial (c), (d), and (e) below)

(c) _____ Buyer has received copies of all information listed on the prior page.

(d) _____ Buyer has received the EPA pamphlet *Protect Your Family From Lead in Your Home*.

(e) _____ Buyer (check (i) or (ii) below):

(i) makes the Contract contingent upon a professional risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at Buyer's expense within ten (10) days after acceptance. If Buyer is not satisfied with the risk assessment and/or inspection report, within _____ days after completion of the risk assessment and/or inspection, Buyer shall deliver to Seller a written notice listing the specific deficiencies and corrections needed, together with a copy of any relevant written assessment and/or inspection reports. Upon receipt of such notice, Seller and Buyer shall have _____ days to enter into a written agreement addressing Buyer's objections. If any written agreement is entered which requires the Seller to correct the condition(s), Seller shall furnish Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) have been remedied before the closing date. If this contingency is not satisfied within any of the time periods stated above, either Buyer or Seller may cancel the Contract by written notice to the other and any deposit shall be returned to Buyer, provided that this contingency has not otherwise been satisfied after the applicable time period and prior to any date on which the Contract is cancelled.

(ii) waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) 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 Authentisign
John Encao
12/11/2015 10:53:07 AM

BUYER _____

SELLER _____

BUYER _____

DATE 12/11/2015

DATE _____

AGENT *Alan Bucka*

AGENT _____

DATE 12-11-15

DATE _____

JE

Seller's Initials

Buyer's Initials

