

# Property Condition Disclosure Statement

Name of Seller or Sellers: Fingerlakes Hospitality Group LLC

Property Address: 101 Main Street, Groton, NY 13073

## General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

## Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the duty prescribed in this article to deliver a Disclosure Statement prior to the signing by the buyer of a binding contract of sale, the buyer shall receive upon the transfer of title a credit of \$500 against the agreed upon purchase price of the residential real property.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

## Instructions to the Seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unkn" (Unknown).

## Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

## GENERAL INFORMATION

- How long have you owned the property? ..... 8 yrs
- How long have you occupied the property? ..... 8 yrs
- What is the age of the structure or structures? ..... 1853  
*Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint..*
- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? .....  Yes  No  Unkn  NA
- Does anybody else claim to own any part of your property? *If Yes, explain below* .....  Yes  No  Unkn  NA

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6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? *If Yes, explain below* .....  Yes  No  Unkn  NA
7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? *If Yes, describe below* .....  Yes  No  Unkn  NA  
*105 MAIN ST RETAIL*
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? *If Yes, explain below* .....  Yes  No  Unkn  NA
9. Are there certificates of occupancy related to the property? *If No, explain below* .....  Yes  No  Unkn  NA

## ENVIRONMENTAL

### Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

### Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? *If Yes, explain below* .....  Yes  No  Unkn  NA
11. Is any or all of the property located in a designated wetland? *If Yes, explain below* .....  Yes  No  Unkn  NA
12. Is the property located in an agricultural district? *If Yes, explain below* .....  Yes  No  Unkn  NA
13. Was the property ever the site of a landfill? *If Yes, explain below* .....  Yes  No  Unkn  NA

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14. Are there or have there ever been fuel storage tanks above or below the ground on the property? .....  Yes  No  Unkn  NA
- If Yes, are they currently in use? .....  Yes  No  Unkn  NA
  - Location(s) \_\_\_\_\_
  - Are they leaking or have they ever leaked? *If Yes, explain below* .....  Yes  No  Unkn  NA
15. Is there asbestos in the structure? *If Yes, state location or locations below* .....  Yes  No  Unkn  NA
16. Is lead plumbing present? *If Yes, state location or locations below* .....  Yes  No  Unkn  NA
17. Has a radon test been done? *If Yes, attach a copy of the report* .....  Yes  No  Unkn  NA
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If Yes, describe below* .....  Yes  No  Unkn  NA
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If Yes, attach report(s)* .....  Yes  No  Unkn  NA

## STRUCTURAL

20. Is there any rot or water damage to the structure or structures? *If Yes, explain below* .....  Yes  No  Unkn  NA
21. Is there any fire or smoke damage to the structure or structures? *If Yes, explain below* ....  Yes  No  Unkn  NA
22. Is there any termite, insect, rodent or pest infestation or damage? *If Yes, explain below* ...  Yes  No  Unkn  NA
23. Has the property been tested for termite, insect, rodent or pest infestation or damage? ....  Yes  No  Unkn  NA  
*If Yes, please attach report(s)*
24. What is the type of roof/roof covering (slate, asphalt, other)? ..... metal + EPDM
- Any known material defects? ..... NO
  - How old is the roof? ..... 3 yrs old

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• Is there a transferable warrantee on the roof in effect now? *If Yes, explain below* . . . . .  Yes  No  Unkn  NA

25. Are there any know material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If Yes, explain below* . . . . .  Yes  No  Unkn  NA

**MECHANICAL SYSTEMS AND SERVICES**

26. What is the water source? (*Circle all that apply*) . . . . . well, private, municipal, other: \_\_\_\_\_

• If municipal, is it metered? . . . . .  Yes  No  Unkn  NA

27. Has the water quality and/or flow rate been tested? *If Yes, describe below* . . . . .  Yes  No  Unkn  NA

28. What is the type of sewage system? (*Circle all that apply*) . . . . . public sewer, private sewer, septic, cesspool

- If septic or cesspool, age? . . . . . \_\_\_\_\_
- Date last pumped? . . . . . \_\_\_\_\_
- Frequency of pumping? . . . . . \_\_\_\_\_
- Any known material defects? *If Yes, explain below* . . . . .  Yes  No  Unkn  NA

29. Who is your electrical service provider? . . . . . Municiple Village

- What is the amperage? . . . . . \_\_\_\_\_
- Does it have circuit breakers or fuses? . . . . . \_\_\_\_\_
- Private or public poles? . . . . . \_\_\_\_\_
- Any known material defects? *If yes, explain below* . . . . .  Yes  No  Unkn  NA

ALL BRAND NEW

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If Yes, state locations and explain below* . . . . .  Yes  No  Unkn  NA

31. Does the basement have seepage that results in standing water? *If Yes, explain below* . . . . .  Yes  No  Unkn  NA

Are there any known material defects in any of the following? *If Yes, explain below. Use additional sheets if necessary* . . . . .

32. Plumbing system? . . . . .  Yes  No  Unkn  NA

33. Security system? . . . . .  Yes  No  Unkn  NA

34. Carbon monoxide detector? BRAND NEW . . . . .  Yes  No  Unkn  NA

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- 35. Smoke detector? .....  Yes  No  Unkn  NA
- 36. Fire sprinkler system? .....  Yes  No  Unkn  NA
- 37. Sump pump? .....  Yes  No  Unkn  NA
- 38. Foundation/slab? .....  Yes  No  Unkn  NA
- 39. Interior walls/ceilings? .....  Yes  No  Unkn  NA
- 40. Exterior walls or siding? .....  Yes  No  Unkn  NA
- 41. Floors? .....  Yes  No  Unkn  NA
- 42. Chimney/fireplace or stove? .....  Yes  No  Unkn  NA
- 43. Patio/deck? .....  Yes  No  Unkn  NA
- 44. Driveway? .....  Yes  No  Unkn  NA
- 45. Air conditioner? .....  Yes  No  Unkn  NA
- 46. Heating system? .....  Yes  No  Unkn  NA
- 47. Hot water heater? .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

48. The property is located in the following school district CAROLAN  Unkn

**Note:** Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and floodplain maps).

*The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.*


see Biz Plan  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Condition Disclosure Statement

**Seller's Certification:**

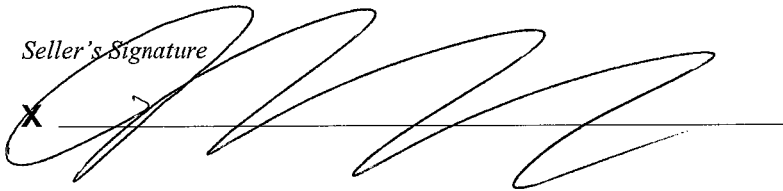
Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

*Seller's Signature*

X   
X Member Finance, Home & Co

Date 10/22/12

*Seller's Signature*

X 

Date 10/22/12

**Buyer's Acknowledgment:**

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

*Buyer's Signature*

X \_\_\_\_\_

Date \_\_\_\_\_

*Buyer's Signature*

X \_\_\_\_\_

Date \_\_\_\_\_

PROPERTY INFORMATION

Name of Seller or Sellers: Fingerlakes Hospitality Group LLC

Property Address: 101 Main Street Groton NY 13073

NEW YORK STATE AGRICULTURAL AND MARKET LAW Section 310: Disclosure Prior to the Sale of Real Property. "It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law." Premises [ ] are [ ] are not located partially or wholly within an agricultural district.

NEW YORK STATE REAL PROPERTY LAW Section 242: Disclosure Prior to the Sale of Real Property. The above property [x] does [ ] does not have utility electric service available to it. This property [ ] is [x] is not subject to an electrical and/or gas utility surcharge. This type of surcharge is: . The purpose of the surcharge is . The amount of the surcharge is \$ . The surcharge is payable: [ ] Monthly, [ ] Annually, [ ] other basis . The above property [ ] does [x] does not have uncapped natural gas wells.

The Following Information Is Provided to the Best of the Seller's Knowledge:

Is the property or structure on a local, state or national historical register or listed on an eligibility list: [ ] Yes [x] No

Property Tax Exemption: [ ] Yes [ ] No [x] Basic STAR [ ] Veterans [ ] Other

HOA/Condo Fee: [ ] Yes [ ] No - Amount \$ Due: [ ] Monthly [ ] Qtrly [ ] Semi-Annual [ ] Yearly [ ] Other

Special Assessments or Other Fees: [ ] Yes [ ] No Amount \$ Due: [ ] Monthly [ ] Quarterly [ ] Semi-Annual [ ] Yearly [ ] Other - Explain:

Age of Hot Water Heater: 3 yrs old Capacity of Gallons:
Age of Furnace or Boiler: 3 yrs (electric) Age of Air Conditioning Unit: 3 yrs

Annual Bill for Fuel/Oil or Propane: \$ 0
Average Monthly Utilities: Gas \$ 0 Electric \$ 1,000 Total: \$ 1,000

Major Improvements known to Seller (up to fifteen (15) years): (see attached).

**I agree to furnish a copy of:**

1. My deed and existing survey, if available, upon acceptance of contract for the buyer's use
2. Restrictive covenants or deed restrictions of record, *if applicable*.
3. Condominium Bylaws, Rules, etc., *if applicable*.
4. Homeowner's Association Bylaws, Rules, etc., *if applicable*.
5. Utility bills upon request.

Yes  No  
 Yes  No  
 Yes  No  
 Yes  No  
 Yes  No

**We make no representations or warranties either expressed or implied as to the condition of the property. Potential buyers are urged to carefully inspect the property and/or order a home inspection and/or other desired tests at buyer's expense which may address conditions or circumstances of local and national concern.**

Seller  \_\_\_\_\_

Date 10/22/17 \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

I have read this Property Information Form and have received a copy of it. I acknowledge that this statement is not a representation or warranty of any kind by Seller or any agent of the Seller and is not a substitute for a home inspection or other tests that are available to me to assess the condition of the property.

Buyer  \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

012315

**CONTINGENCY ADDENDUM AND DISCLOSURE OF  
INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED  
PAINT HAZARDS FOR TARGET HOUSING SALES**

**Lead Warning Statement**

*Every purchaser 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.*

**Property Address:**

101 Main Street  
 Street Address Unit  
 Groton NY 13073  
 City State Zip

**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 knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the purchaser (Check (i) or (ii) below):
  - (i) Seller has provided the purchaser 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 pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser' Acknowledgment (Initial)**

- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*
- (e) \_\_\_\_\_ Purchaser has [check (i) or (ii) below]:
  - (i)  If this line is checked and by signatures of purchasers and sellers below, purchasers will receive a 10 day opportunity, beginning at 12:01 a.m. on the date of the execution of the purchase and sale agreement by all parties, to conduct a risk assessment or inspection, at purchasers expense, for the presence of lead-based paint and/or lead-based paint hazards. If lead based paint hazards are found by a qualified inspector and written notice to terminate the contract is not given by the purchasers to the sellers by 11:59 p.m. of the 10th day of the inspection period, then this contract is binding and enforceable.
  - (ii)  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

- (e) \_\_\_\_\_ 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.

Buyer	Date	Seller Fingerlakes Hospitality Group LLC	Date
Buyer	Date	Seller	Date
Agent	Date	Agent Lauren Ciruolo & Jane Ross	Date



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

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## **New York State Disclosure Form for Buyer and Seller**

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### **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.*

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### **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.

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.

**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

This form was provided to me by Lauren Ciruolo & Jane Ross (print name of licensee) of FLR Partners, LLC (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

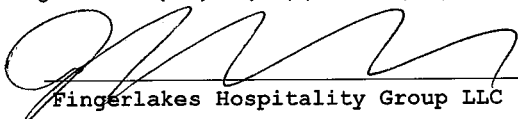
For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- 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) Fingerlakes Hospitality Group LLC acknowledge receipt of a copy of this disclosure

form: signature of { } Buyer(s) and/or { X } Seller(s):

  
\_\_\_\_\_  
Fingerlakes Hospitality Group LLC

\_\_\_\_\_  
\_\_\_\_\_

Date: 10/22/17

Date: \_\_\_\_\_