

STEPS IN SELLING YOUR HOUSE- FOR SALE BY OWNER

1. Bring the completed Purchase Agreement to Cornhusker Land Title Co. signed by all parties.
2. We will begin the process with a Title Search of the property, Seller (s) and Buyer (s).
3. Once the file is searched, copies of the search will go to the Lender (if any) and to the Closing Department for further processing.
4. While the file is with the Closing Department, they will start the process of ordering payoffs and inspections.
5. The Seller (s) will receive a call from the Closing Department to let them know when they can come in and sign the "Deed Set" to transfer the property to the new Buyer(s).
6. When the lender is ready to close the transaction with the Buyer (s), the Closing Department will contact the Buyer (s) and set up a Day and Time to close.
7. At the completion of the Buyer (s) closing transaction, the Seller (s) will be able to stop by and pick up the proceeds check from the sale of the home.

ESCROW INSTRUCTIONS

CORNHUSKER LAND TITLE CO., 4091 S 84TH ST, OMAHA, NE 68127
PHONE:(402)341-6001 / FAX:(402)341-6003 / EMAIL: CHERYL@CORNHUSKERLANDTITLE.COM

PROPERTY ADDRESS:
PURCHASE PRICE: \$
COMMISSION RATE: % or
CLOSING DATE:
DATE OF POSSESSION:
LISTING AGENT:
SELLING AGENT:
LISTING COMPANY:
SELLING COMPANY:
PHONE/FAX: /
PHONE/FAX: /
EMAIL:
EMAIL:

SELLERS PURCHASERS

NAMES:
ADDRESS:
PHONE:
PHONE CELL:
EMAIL:
EMAIL:
SOC. SEC. #:
SOC. SEC. #:

STATUS: H&W SINGLE DIV
STATUS: H&W SINGLE DIV

NEW ADDRESS:
INTEND TO OCCUPY: YES () NO ()

ENGLISH SPEAKING: YES () NO ()
IF NO, WHAT LANGUAGE?
ENGLISH SPEAKING: YES () NO ()
IF NO, WHAT LANGUAGE?

IS THE PURCHASER OR SELLER OUT OF TOWN NOW OR WILL THEY BE AT TIME OF CLOSING? YES () NO ()

PURCHASERS LENDER:
LOAN OFFICER:

ADDRESS:

PHONE/FAX: /
EMAIL:

LOAN AMOUNT: \$
TYPE: FHA () VA () CONVENTIONAL () NIFA ()

SELLERS LENDER:
LOAN #:
PHONE:

2ND LENDER:
LOAN #:
PHONE:

IS THE PROPERTY CURRENTLY RENTED: YES () NO ()

TERMITE INSPECTION CO.:
LOCKBOX: YES () NO () VACANT: YES () NO ()

PLOT PLAN: YES () NO ()
HOMEOWNER'S WARRANTY PLAN: YES () NO ()
IF YES, PAID BY: BUYER SELLER

ADDITIONAL INFORMATION

Expanded Title Coverages
A Comparison of Title Policies

	<u>ALTA '92</u> Owner's Policy	<u>ALTA '98</u> Homeowner's
<i>Homeowner's Title Policy in the amount of \$100,000.00</i>	\$430.00	\$482.50
Protection from financial loss due to the following.....		
Ownership Title: Another party claiming an ownership in your home.	X	X
Public Record Errors: Issues relating to an improperly signed document or a document recorded inaccurately at the County Recorder's office.	X	X
Fraud & Forgery: Another party having rights in your property arising from forgery or false impersonation.	X	X
Undisclosed Heirs: An unknown heir claims an ownership interest in your home.	X	X
Liens: A creditor of the previous owner attempting to enforce a lien.	X	X
Access: Discovering you do not have legal access to your home.	X	X
Subdivision Law: Loss from a violation of a subdivision law, resulting in the inability to obtain a building permit.*		X* Subject to deductible
Building Permit: If you are forced to remove or remedy your existing structures, other than boundary walls & fences, because of construction without a proper building permit.*		X* Subject to deductible
Zoning: If you are required to remove or remedy your existing structures other than boundary walls & fences due to a violation of zoning law.		X* Subject to deductible
Encroachment (your structures on a neighbor's property): Your neighbor forces you to remove an existing structure(s), which encroach onto a neighbor's land. Boundary walls or fences are subject to a deductible.*		X* Subject to deductible
Encroachment (neighbor's existing structures encroaching on your property): Your property becomes unmarketable because someone refuses to perform a contract to purchase, lease it, or make a mortgage loan due to your neighbors structure encroaching on your land.		X
Encroachment (neighbor's creating encroachments after closing): If your neighbor builds any structures after the Policy Date, other than boundary walls & fences, which encroach on your land.		X
Encroachment (your structures encroaching an easement): If you are forced to remove a structure which encroaches onto an easement or over a building setback line.		X
Easements: Loss arising from damage to an existing structure due to the exercise of a right to maintain or use an easement.		X
Automatic Survey Coverage: The policy will be issued with survey coverage but without incurring the expense of a survey.		X
Covenants, Conditions, Restrictions: If you are forced to remove or correct a violation by a previous owner.		X
Continuation of Coverage: Provide ownership coverage to anyone who inherits the property; a spouse who receives title upon dissolution of marriage, the trustee whom the insured transfers the title to and the beneficiaries of a trust.		X
Automatic Increase of Coverage: Policy liability coverage increased 10% per year for 5 years to a maximum of 150% of the initial policy amount.		X
Mechanics Lien Coverage: Liens occurring before or after the Policy date, for labor or material furnished before the Policy date (property has to be owned by individuals & owner occupied).		X
Association Charges: Outstanding Homeowner's or Condominium Association fees, not disclosed by a previous owner.		X
Reimbursable Rent, Relocation, and Repair Costs: If land cannot be used because of a claim covered by the policy, the actual rent paid (with certain limitations) will be reimbursed. Also covered are reasonable relocation costs and the cost to repair any damage to personal property because of the relocation.		X
Expanded access: Provides for actual vehicular and pedestrian access to and from the land, based upon a legal right.		X
Surface Extraction: Loss from damage to existing improvements due to the future right to use the surface of the land for the extraction/development of minerals/water.		X

*Coverage is limited to deductibles and maximum dollar amounts of liability.

(1% liability of policy amount or \$5,000.00, whichever is less, with a \$25,000.00 maximum limit of liability.)

Expanded Coverage is available:

- For either existing homes or new construction
- For purchases made by individuals or by a trustee
- For 1- 4 family dwellings
- For condominiums
- For residential purchases on platted ground
- For owner occupied property

GREAT PLAINS REGIONAL MLS LLC
UNIFORM PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)



The REALTOR® negotiating this agreement is a member of the National Association of REALTORS® and as such is governed by the applicable Code of Ethics and Rules of Fair Business Practice.

For Sale by Owner _____, REALTORS® (Broker) Date: _____ ("Date of Offer").

The undersigned Purchaser, (whether one or more) agrees to purchase the Property described as follows:

1. Property Address: _____ City: _____ State: _____ Zip Code: _____

2. Legal Description (Property): _____ as surveyed, platted and recorded in _____ County, _____ State including all fixtures and equipment permanently attached to the Property.

3. Personal Property: The only personal property included is as follows: range oven refrigerator microwave dishwasher all window coverings all window covering hardware all light fixtures all ceiling fans washer dryer all TV mounts garage door opener(s) with _____ remotes outdoor play equipment propane tank (unless rented) storage shed work bench security cameras (unless rented) video doorbells digital/smart thermostats and light switches shelving located in _____, other (list in space) _____ all as in place at the time of showing of the Property together with any other property which is permanently affixed to the Property.

4. Conveyance: Provided that the Seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by form of warranty deed or _____, free and clear of all liens, encumbrances or special taxes levied or assessed, no exceptions except _____ and subject to all building and use restrictions, utility easements abutting the boundary of the Property, and protective covenants now of record.

5. Assessments: Within five (5) calendar days of the execution of this Agreement, Seller agrees to provide notice to Purchaser of all public improvements related to the Property which have been ordered but not yet commenced and shall timely supplement such information as new or updated information or improvements become known to Seller prior to Closing. After receiving Notice under this Section from Seller, Purchaser may terminate this Agreement within five (5) calendar days of such notice. Except as agreed between Purchaser and Seller, special assessments for public improvements not commenced as of Closing shall be the responsibility of Purchaser. Seller agrees to pay any special assessments for public improvements previously constructed or under construction as of Closing. For the purpose of this paragraph, public improvement shall mean improvements constructed by or on behalf of a government entity including, but not limited to, paving, curb, sidewalk and utilities.

6. Consideration: Purchaser agrees to pay to Seller, via certified funds, unless otherwise set forth in this Agreement, the total purchase price in the amount of _____ DOLLARS (\$ _____) on the following terms: \$ _____ (Earnest Money) deposited herewith as evidenced by the receipt below unless otherwise provided in Section 7, below, with the balance thereof, together with all other amounts required under this Agreement, to be paid at Closing.

7. Receipt and Delivery of Earnest Money: Earnest Money is made payable and delivered to as follows: delivered with this Agreement to be delivered later (If to be delivered later, see Section 10) to be delivered within _____ hours of final acceptance of this Agreement. Earnest Money payable to Escrow Agent Purchaser Broker Seller Broker Seller.

Delivered by: _____ Date: _____ Received by: _____ Date: _____
Name Name

If the Earnest Money is paid by check, it will be cashed following acceptance of this Agreement or as otherwise agreed herein. In the event this offer is not accepted by the Seller of the Property within the time specified, the Earnest Money shall be returned to Purchaser. In the event there are any defects in the title which cannot be cured as specified below, the Earnest Money shall be paid to Purchaser. In the event

PROPERTY ADDRESS: _____
Purchaser(s) Initials: _____ Seller(s) Initials: _____

of wrongful refusal or failure of the Purchaser to consummate the purchase, the Seller may, at Seller's option, demand or retain the Earnest Money for failure to carry out the terms of this Purchase Agreement and pursue the Purchaser for any damages in excess of such amount, subject to the terms of the listing agreement. If the Earnest Money is held by either Broker, it may be transferred to an Escrow Agent at any time. In the case of a dispute over the return or forfeiture of the Earnest Money, the holder of the Earnest Money may require the agreement of Seller and Purchaser to release the Earnest Money. The holder of the Earnest Money may pay any Earnest Money into court upon the filing of any legal action related thereto. Such legal action shall not be maintained against Broker when the dispute is between Purchaser and Seller. Any party naming Broker as a party to any proceeding despite the aforementioned sentences shall be liable to Broker for all legal fees and costs.

8. Payment of Purchase Price. Purchaser shall pay the Purchase Price at Closing as follows (select one):

8.1 All Cash: Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or certified or cashier's check at time of delivery of deed, no financing being required.

8.2 Conditional Upon Financing: This Agreement shall be conditional upon Purchaser obtaining financing, under the terms set forth below:

8.2.1 Terms of Financing. Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or by certified or cashier's check at time of delivery of deed, conditioned upon Purchaser's ability to obtain financing to be secured by first mortgage or deed of trust, on above described Property in the amount of \$_____. The financing will be (select one) VA, FHA, CONVENTIONAL, USDA or _____, check here if loan to be NIFA qualified and for an initial interest rate not exceeding _____% per annum, plus mortgage insurance. Financing will be for a period of not less than _____ years. Loan origination/service fee to be paid by Purchaser except as otherwise agreed herein.

Seller Financing: - See attached addendum **Loan Assumption:** - See attached addendum.

8.2.2 Purchaser Loan Application Requirements: Purchaser agrees to make application for financing within five (5) or _____ business days of acceptance of this offer to one or more of the following:

_____, or
Company Name Loan Officer Name Phone Number

_____, or
Company Name Loan Officer Name Phone Number

Company Name Loan Officer Name Phone Number

Purchaser agrees to provide verification to Seller that a loan application has been submitted, Purchaser agrees to close within original set closing date, or, if the loan has not been approved or denied prior to the Closing date, Closing shall be automatically extended until approval or denial is issued, subject to the terms of Section 13, below. Upon notification to Purchaser of a loan denial, Purchaser shall notify Seller of such denial within one (1) business day. Unless otherwise agreed by Purchaser and Seller, this Agreement shall be deemed null and void five (5) days following such notice to Seller.

9. SALE CONTINGENCY: (Check one if applicable):

9.1. Contingent Upon Sale and Closing: This offer is contingent upon the sale and closing of Purchaser's property to be listed by _____ located at: _____ See attached addendum.

9.2. Contingent Upon Closing of Purchaser's Property Currently Under Contract: This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser's property located at _____ scheduled to close on approximately _____ (date).

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If such closing does not occur on the closing date as scheduled, Closing Date shall be automatically extended until such contingent closing occurs. In the event that Closing Date is automatically extended pursuant to this section, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent.

10. Other Provisions (if attaching addenda, list in Section 33):

11. Taxes: If the Property is located in Douglas or Sarpy County, Nebraska, all consolidated real estate taxes which become delinquent in the year of Closing (as are typically paid in the year of Closing) are Current Taxes for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which Closing takes place (as are typically paid in the year following the year of Closing) are Current Taxes for the purposes of this Agreement (based on assessed value and tax rate as of the date of this Agreement). Such Current Taxes shall be prorated as of date of [] Closing, [] possession or [] _____.

12. Conveyance of Title and Closing.

12.1. Title Insurance Agent and Elections. The Real Estate Settlement Procedures Act ("RESPA") and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company. According to the Purchaser's rights under RESPA, Purchaser hereby directs the title insurance work to [] _____, [x] CORNHUSKER LAND TITLE CO., or [] _____.

12.2. Title and Title Exceptions. Seller shall through Seller's Agent or Closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time, and Closing shall be automatically extended until such defects are cured, in accordance with Section 13, below.

12.3 Closing and Closing Date. "Closing Date" as used herein shall be _____, 20____, and possession date shall be [] Closing Date, or [] _____, 20____. The time of the transfer of possession shall be as agreed upon by Purchaser and Seller, at a time not later than 4:00 PM on the day of Closing, but not before the time of Closing. At the time of transfer of possession, Seller shall leave the Property in broom-clean condition, free of any personal property not conveyed hereunder, and shall deliver all keys to the Property to Purchaser. "Closing" as used herein shall mean the event of the exchange of the Purchase Price for the deed to be conducted in accordance with Section 14, below.

13. Delay and Extension of Closing. In the event that Closing Date as set forth in Section 12.3 is automatically extended pursuant to Section 8.2.2, 9.2, or 12.2 of this Agreement, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent. Purchaser and Seller release and agree to hold harmless all listing and selling brokers, title insurance companies, escrow agents and lenders, if any, together with their employees and associates, from and against any and all claims related to any delay in the occurrence of Closing.

14. Escrow Closing: Purchaser and Seller acknowledge and understand that the Closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Earnest Money or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds. Escrow Agent's or the Broker's charge for the escrow Closing shall be equally divided between Purchaser and Seller. The State Documentary Tax on the deed shall be paid

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by the Seller. Escrow Agent shall be _____, CORNHUSKER LAND TITLE CO., or _____. If no Escrow Agent is selected, the title insurance agent, above, shall be the Escrow Agent. At Closing Purchaser shall make payment of all amounts due in good funds, as determined by the Escrow Agent.

15. **Survey:** Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser may obtain and pay for one or more of the following:

- 1. Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),
- 2. Boundary and Improvement Location Survey (corners located/verified; improvements located; parcel checked for encroachments, may be used for construction with regard to local, state and federal regulations),
- 3. ALTA (American Land Title Association) Survey (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Purchaser).
- 4. Waived if not required by lender

In most situations, even if a survey is not required, one of the surveys is recommended.

16. **Home Warranty Acknowledgment:** Purchaser has been advised of the availability of Home warranty.

- Purchaser shall receive a home warranty, provided at the expense of Purchaser Seller or _____
- Purchaser selects the warranty type Non-Evaluated Warranty Evaluated Warranty (if available) with No Exclusions*. Cost is \$_____ plus applicable taxes. Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review. *(Seller is responsible to ensure issuance of warranty with no exclusions under this option.)
- Home warranty provider shall be 2-10 Home Warranty _____, American Home Shield _____, Home Warranty Inc. _____, Service One _____, or _____.
- Home warranty coverage rejected by Purchaser.

17. **Wood Infestation:** Purchaser (Seller, in the case of a new VA loan) agrees to pay the cost of a wood destroying insect inspection of the Property, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Termite inspection work is to be performed by Bug-Z _____, Integrity _____, _____, or City-Wide Termite _____. Purchaser agrees to accept the treated Property upon completion of repairs. Provided, however, if treatment and repairs exceed 2% or _____ of the purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within five (5) calendar days of receipt of a wood destroying insect inspection report. Such inspection report must be delivered to the Seller and Purchaser not later than ten (10) calendar days prior to the Closing Date, at which time Purchaser shall be paid the Earnest Money with no further agreement or release required.

18. **Property Inspections:** Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Conditions, Asbestos, Mold, Lead, Radon and other contaminants may exist in the Property of which the Broker or Agent is unaware. Suspected Contaminants and home condition may be identified with a typical air quality or home inspection(s). Broker recommends Purchaser obtain inspection(s) of Purchaser's choice to better determine the presence of contaminants and home condition.

Select and Initial One:

- _____ Purchaser elects NOT to obtain Property inspections.
- _____ Purchaser reserves the right to perform Property inspections

If Purchaser has reserved the right to obtain property inspections, then the following provisions shall apply:

18.1 Purchaser, at Purchaser's expense, shall have the right to perform any inspections or investigation related to the Property that Purchaser desires, including a survey. If the condition of the Property is unsatisfactory in Purchaser's subjective discretion, Purchaser shall provide Seller with:

- 18.1.1 An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Purchaser requests Seller to correct;
- or
- 18.1.2 A Rejection Notice Addendum that notifies Seller that after inspection, Purchaser finds the Property to be in unsatisfactory condition (a rejection of the property).

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18.2 To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller no later than 5:00 p.m. on the 14th calendar day after the acceptance date (“Inspection Objection Deadline”).

18.3 If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller by 5:00 p.m. on the 14th calendar day after the acceptance date (“Inspection Objection Deadline”), the Property shall be deemed to be satisfactory to Purchaser.

18.4 If a Rejection Notice Addendum is received by Seller by the Inspection Objection Deadline this Agreement shall automatically terminate.

18.5 If an Inspection Notice Addendum containing requests for action by Seller is received by Seller by the Inspection Objection Deadline and Purchaser and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. on the 18th calendar day after the acceptance date of the Agreement (“Resolution Deadline”), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Purchaser’s written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller.

18.6 Upon termination of this Agreement under this Section 18, the Earnest Money, less amounts necessary to pay any expenses incurred by REALTOR® or escrow agent holding the Earnest Money, shall be refunded to Purchaser promptly, upon Purchaser providing written notification of the facts constituting termination to the party holding the Earnest Money, without further documentation being required, other than documentation of payment of known expenses incurred by or on behalf of Purchaser. Purchaser shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Purchaser’s request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Agreement.

18.7 Purchaser does not, by acceptance of the real and personal property identified in this Agreement, waive, release or relinquish any right or claim Purchaser may have against Seller by reason of any misrepresentation, concealment or fraud.

18.8. If Purchaser chooses to have a radon test, and the results of the radon test show average radon levels below 4.0 picocuries per liter of air (pCi/L), such results shall be deemed acceptable to Purchaser.

19. Purchaser’s Personal Inspection: This offer is based upon Purchaser’s personal inspection or investigation of the property and not upon any representation or warranties of condition by Seller or any limited agents involved in this transaction. *If finished sq. ft., age, location of property lines, lot size, condition of improvements, protective covenants, designated school or school district, or other specific requirements are important to Purchaser’s decision to purchase, Purchaser acknowledges the limited agents have advised Purchaser to make or procure independent investigations.*

20. Utilities: Purchaser agrees to have all utilities transferred into their name, as of the date of Closing or possession, whichever is earlier. If there are any “Smart Home” or utility-connected devices controlled by online services on the Property, Seller agrees to remove the ability of Seller to control such devices and disable Seller’s own access. Purchaser agrees to reset all such devices to prevent such devices from connecting to Seller’s related accounts.

21. Condition of Property: Seller represents to the best of Seller’s knowledge, information and belief, there are no material, latent defects in the Property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except as have been disclosed in writing to Purchaser. Seller agrees to maintain the landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery of possession, unless otherwise noted in the Seller Property Condition Disclosure Statement or specified herein. Seller will allow Purchaser to walk through Property within _____ calendar days before Closing to confirm compliance with this Purchase Agreement. Following Closing, Purchaser shall be responsible for all maintenance and care for the Property.

22. Rents, Leases and Tax Deferred Exchange: All leases and rents shall be current and not in default at Closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of Closing. Copies of all current leases shall be provided to the Purchaser within three (3) calendar days of acceptance of this Agreement. Purchaser and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party shall cooperate with the other in such exchange, but shall not be required to incur additional expense or delays, by reason of the other party’s intended exchange.

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23. Homeowners Association and Protective Covenants: Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser's use of the Property, and that may be enforced by the homeowners association or its members. Purchaser can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowners and neighborhood association assessments levied and due as of Closing. Homeowners or neighborhood association dues shall be prorated to the date of Closing. Purchaser shall be responsible for all future homeowners or neighborhood association dues, if any.

24. Release of Information: Purchaser and Seller authorize the release by Broker and/or its agents of information including price, financing and Property Information regarding the purchase of this Property to the Great Plains Regional MLS, LLC, its members and affiliates, its participants and government entities. Purchaser authorizes selling agent/broker to market the fact of the sale of this Property and related information including, but not limited to, the purchase price.

25. Government Required Actions and Disclosures:

25.1 Seller Property Condition Disclosure: Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement unless not required by law.

25.2. Lead Based Paint: Was property built before 1978? Yes No. If yes, Purchaser and Seller must complete Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

25.3. SID: Is the property located within an SID? Yes No. Purchaser understands that this Property is located within S.I.D. # _____. If the Property is located within an SID, Purchaser acknowledges receipt of the most recently filed S.I.D. Statement and understands: (i) the Property is located within a sanitary and improvement district; (ii) sanitary and improvement districts are located outside the corporate limits of any municipality; (iii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and (iv) owners of Property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the Property is annexed by the municipality.

25.4 Fair Housing. It is unlawful to discriminate against any person in the terms, conditions or privileges of sale, purchase or lease of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, national origin, ethnic origin, familial status, sex, handicap, disability, or sexual orientation, under state or federal law, and, or in the City of Omaha, age discriminating is unlawful, against an individual forty (40) years of age or older. Local laws may apply to prohibit other kinds of discrimination. All references made (i) in any gender shall be deemed to have been made in all genders; (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

25.5 Safety: Seller agrees to install, at Seller's expense, smoke detectors and carbon monoxide alarms as required by law.

25.6. Affiliated Business Arrangements: Purchaser and Seller acknowledge and understand that real estate brokers involved in this transaction may receive financial remuneration from the sale of title insurance or other forms of insurance or service as defined in the Affiliated Business Arrangement Disclosure, if applicable.

26. Insurance and Property Damage: Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than replacement cost until Closing. Risk of loss or damage to Property, prior to Closing, shall be the responsibility of Seller. If, following the Date of Offer, the Seller(s) has knowledge that the structure(s) on the Property are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. If storm damage is suspected but not actually known by Seller, Seller shall notify Purchaser and Seller and Purchaser shall have the right to have the Property inspected by an insurance adjustor or contractor, provided that such contractor must be licensed, if required, in the state, county, or city in which the Property is located. If damage is found, Seller shall be obligated to repair such damage prior to Closing unless Purchaser and Seller agree to allow repair to be made after Closing and Seller agrees to have held by the Escrow Agent one and one-half times the cost of repairs. Notwithstanding the foregoing, in the event that the cost of such repairs exceed 5% or _____, Purchaser may terminate this Agreement. Purchaser and Seller acknowledge and agree that there may be additional documentation and access needed to facilitate the repairs. As such, Seller and Purchaser agree to cooperate in executing documents necessary to complete the sale in a timely manner. Access to the property for repairs will not be unreasonably withheld.

27. Notice, Delivery and Time. Any notice permitted or required to be delivered to either party under this Agreement shall be sufficiently made via email or hand delivery to each party's agent or Broker as named herein, regardless of whether such notice is reviewed. Any notice required to be made under this Agreement shall be required to be made before 5:00 P.M. of the prevailing local time of the Property. In measuring the number of days elapsed for any notice or other requirement under this Agreement, the counting of days shall exclude the day of the triggering event or notice.

PROPERTY ADDRESS: _____

28. Modification in Writing: Any modification of the terms of this agreement must be in writing and signed by all parties.

29. Electronic Transaction Authorization: The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Purchaser, Seller and/or Broker/agent relating to a real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that they will submit all original signatures if requested by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

30. Compensation of Selling Broker: Purchaser shall pay Selling Broker compensation of \$ _____ 0 _____ at Closing. The compensation will be collected in all cases except if Purchaser secures a loan that does not allow Purchaser to pay for such compensation. If this compensation is paid by Purchaser to Selling Broker, Seller and Purchaser agree that Selling Broker, which may be the same as the Listing Broker, or any cooperating broker may collect compensation from both Seller and Purchaser.

31. Arbitration and Mediation:

31.1 Disputes: The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement between Purchaser and Seller.

31.2 Mediation: In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) calendar days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty-five (365) calendar days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

31.3 Arbitration: Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative). The arbiter(s) shall apply substantive and procedural law of the jurisdiction of the Property to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run.

The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees and arbitration costs to the prevailing party.

31.4 Provisional Remedies. The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

31.5 Exclusions. The terms of this Section shall not apply to: 1) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) the filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court, as defined in Neb. Res. Stat 25-2801 to 2804, provided, however, that any attempt to transfer such a proceeding to county or district court shall make this Section applicable to such action.

31.6 Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT

PROPERTY ADDRESS: _____

ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

Section 31 is hereby waived by all parties if this Section Initialed Purchaser(s) Initials: _____

32. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before _____, 20____, at _____ o'clock _____ M., prevailing local time.

33. List of Attachments and Addenda, and Disclosures. Purchaser and Seller acknowledge delivery and receipt of the following:

Addenda

HUD/FHA/VA Mortgage Addendum

Disclosures and Attachments Provided Between Purchaser and Seller

Seller Property Condition Disclosure Statement Signed and Dated _____

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

Limited Dual Agency Agreement

S.I.D. Statement

Preapproval/Prequalification Letter

FHA Addendum

Checklist of Documents provided to Purchaser from Purchaser's Broker

Affiliated Business Arrangement Disclosure

Wire Fraud Notice

The undersigned parties executed this Agreement and each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to do so.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 31 WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: _____

Purchaser: _____

Purchaser's Name (Printed)

Purchaser's Name (Printed)

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Phone: _____

Phone: _____

Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

NAMES FOR DEED (Purchaser retains the right to change prior to Closing)

NAME(S) FOR DEED _____

Single Individual(s) Married Individual(s) A Married Couple Other

PROPERTY ADDRESS: _____

PURCHASER AGENT INFO

For Sale By Owner
REALTOR® (Company Name), Broker

N/A
AGENT NAME (Printed)

OFFICE ADDRESS

AGENT E-MAIL ADDRESS

OFFICE MLS ID #

/
AGENT MLS ID # / AGENT NREC LICENSE #

OFFICE PHONE #

AGENT PHONE #

SELLER ACCEPTANCE

The Seller, whether one or more, accepts the foregoing offer to purchase on _____, 20____, at _____ o'clock _____. M., prevailing local time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: _____

Seller: _____

Seller's Name (Printed)

Seller's Name (Printed)

If Seller is a married individual, the Seller's spouse will be required to sign the Deed and other closing documents.

Seller is: Single Individual(s) Married Individual(s) A Married Couple A Legal Entity.

SELLER AGENT INFO

For Sale By Owner
REALTOR® (Company Name), Broker

N/A
AGENT NAME (Printed)

OFFICE ADDRESS

AGENT E-MAIL ADDRESS

OFFICE MLS ID #

/
AGENT MLS ID.# / AGENT NREC LICENSE #

OFFICE PHONE #

AGENT PHONE #

PROPERTY ADDRESS: _____

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on _____, 20____, at _____ o'clock _____, M., prevailing local time, on the terms stated and perform all the terms and conditions set forth, except as follows:

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: _____

Purchaser: _____

Purchaser's Name (Printed)

Purchaser's Name (Printed)

SELLER ACCEPTANCE OF COUNTER OFFER

The undersigned Seller (check one):

- accepts the terms above.
- makes a counter offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: _____

Seller: _____

Seller's Name (Printed)

Seller's Name (Printed)

PROPERTY ADDRESS: _____

FHA DISCLOSURES AMENDATORY CLAUSE / REAL ESTATE CERTIFICATION

Buyer(s) _____

Date of Agreement: _____

Seller(s) _____

File No.: _____

Property Address : _____

FHA AMENDATORY CLAUSE

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ _____. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

Borrower

Date

Borrower

Date

Seller

Date

Seller

Date

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

REAL ESTATE CERTIFICATION

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

Borrower

Date

Borrower

Date

Seller

Date

Seller

Date

Listing Agent (as applicable)

Date

Selling Agent (as applicable)

Date

WARNING: Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.

**ADDENDUM TO PURCHASE AGREEMENT
INSPECTION NOTICE**

This addendum is in addition to and becomes a permanent part of the Purchase Agreement dated _____ on the property known as:

Address: _____

PURCHASER'S INSPECTION NOTICE - NO ACTION REQUIRED OF SELLER: *(To be delivered to Seller by the Inspection Objection Deadline set forth in the Purchase Agreement.) (Initial one)*

_____ No inspections are required by Purchaser.

_____ After inspection(s), The Purchaser(s) choose(s) not to request any action of Seller and to waive further objection regarding inspection(s) findings.

This Purchaser's Inspection Notice shall not modify the provisions of Paragraph 18 of the Purchase Agreement in any manner.

Purchaser: _____ Date/time: _____

Purchaser: _____ Date/time: _____

FORM IS COMPLETE IF SIGNED BY PURCHASER ABOVE

PURCHASER'S INSPECTION NOTICE - WITH ACTION REQUESTED OF SELLER: *(To be delivered to Seller by the Inspection Objection Deadline set forth in the Purchase Agreement or Property is deemed satisfactory to Purchaser.)*

The purchaser(s) remove the property inspection contingency with the following actions and/or remedies being completed prior to closing by Seller to address unsatisfactory property conditions.

Purchaser: _____ Date/time: _____

Purchaser: _____ Date/time: _____

SELLER'S RESPONSE TO PURCHASER'S REQUEST: *(To be delivered to Purchaser by the Resolution Deadline set forth in the Purchase agreement or the Purchase Agreement automatically terminates.) (Initial)*

_____ Seller agrees to take actions requested by Purchaser.

Seller: _____ Date/time: _____

Seller: _____ Date/time: _____

FORM IS COMPLETE IF SIGNED BY SELLER AND PURCHASER ABOVE

INSPECTION NOTICE CONTINUATION

SELLER'S RESPONSE TO PURCHASER - OTHER: *(To be delivered to Purchaser by the Resolution Deadline set forth in the Purchase Agreement or the Purchase Agreement automatically terminates.)(Initial one)*

_____ Seller declines to take the requested actions.

_____ Seller proposes to take the following action in response to Purchaser's request(s):

Seller: _____ Date/time: _____

Seller: _____ Date/time: _____

PURCHASER'S RESPONSE TO SELLER: *(To be delivered to Seller by the Resolution Deadline as set forth in the Purchase Agreement.)(Initial one)*

_____ Purchaser accepts Seller's proposed actions. This transaction shall now move forward to closing.

_____ Purchaser withdraws Purchaser's original request that Seller take certain actions as set forth above, and does not require Seller to take any further action. This transaction shall now move forward to closing.

_____ Purchaser rejects Seller's proposal. Purchase Agreement will become void on the Resolution Deadline unless, prior thereto, written resolution occurs or Purchaser withdraws request for Seller action.

Purchaser: _____ Date/time: _____

Purchaser: _____ Date/time: _____

**ADDENDUM TO PURCHASE AGREEMENT
REJECTION NOTICE**

This addendum is in addition to and becomes a permanent part of the Purchase Agreement dated _____ on the property known as:

Address: _____

BUYER'S REJECTION OF PROPERTY: *(To be delivered to Seller by the Inspection Objection Deadline, as set forth in the Purchase Agreement)*

Purchaser finds the condition of the property to be unsatisfactory. The Purchaser hereby terminates the Purchase Agreement and the earnest deposit shall be paid to the Purchaser in accordance with Paragraph 18 of the Purchase Agreement, with no further agreement or release required. By execution hereof, we release, indemnify and hold harmless the Broker(s), their agents and _____ (Title/Escrow Closing Company) from any and all liability, costs, and attorney fees in connection with this transaction and in connection with this Purchase Agreement.

Purchaser: _____ Date/time: _____

Purchaser: _____ Date/time: _____

SELLER'S ACKNOWLEDGMENT OF RECEIPT:

Seller acknowledges receipt of Buyer's Rejection of Property.

Seller: _____ Date/time: _____

Seller: _____ Date/time: _____



NEBRASKA REAL ESTATE COMMISSION SELLER PROPERTY CONDITION DISCLOSURE STATEMENT Residential Real Property

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? _____ year(s)
 Is seller currently occupying the property? (Circle one) YES | NO If yes, how long has the seller occupied the property? _____ year(s)
 If no, has the seller ever occupied the property? (Circle one) YES | NO If yes, when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at _____
 in the city of _____, County of _____, State of Nebraska and legally described as:

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is **NOT a warranty of any kind** by the seller or any agent representing a principal in the transaction, and **should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain**. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example -- if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator				
2. Clothes Dryer				
3. Clothes Washer				
4. Dishwasher				
5. Garbage Disposal				
6. Freezer				
7. Oven				
8. Range				
9. Cooktop				
10. Microwave oven				
11. Built-in vacuum system and equipment				
12. Range ventilation systems				
13. Gas grill				
14. Room air conditioner (_____ number)				
15. TV antenna / Satellite dish				
16. Trash compactor				

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity _____ AMP Capacity (if known) _____ fuse _____ circuit breakers				
2. Ceiling fan(s) (_____ number)				
3. Garage door opener(s) (_____ number)				
4. Garage door remote(s) (_____ number)				
5. Garage door keypad(s) (_____ number)				
6. Telephone wiring and jacks				
7. Cable TV wiring and jacks				
8. Intercom or sound system wiring				
9. Built-in speakers				
10. Smoke detectors (_____ number)				
11. Fire alarm				
12. Carbon Monoxide Alarm (_____ number)				
13. Room ventilation/exhaust fan (_____ number)				
14. 220 volt service				
15. Security System _____ Owned _____ Leased _____ Central station monitoring				
16. Have you experienced any problems with the electrical system or its components? _____ YES _____ NO				IF YES, explain the condition in the comments section in PART III of this disclosure statement.

Seller's Initials _____ / _____ Property Address _____ Buyer's Initials _____ / _____

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier				
2. Attic fan				
3. Whole house fan				
4. Central air conditioning _____ year installed (if known)				
5. Heating system _____ year installed (if known) _____ Gas _____ Electric _____ Other (specify _____)				
6. Fireplace / Fireplace Insert				
7. Gas log (fireplace)				
8. Gas starter (fireplace)				
9. Heat pump _____ year installed (if known)				
10. Humidifier				
11. Propane Tank _____ year installed (if known) _____ Rent _____ Own				
12. Wood-burning stove _____ year installed (if known)				

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool				
2. Plumbing (water supply)				
3. Swimming pool				
4. a. Underground sprinkler system b. Back-flow prevention system				
5. Water heater _____ year installed (if known)				
6. Water purifier _____ year installed (if known)				
7. Water softener _____ Rent _____ Own				
8. Well system				
Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)				
2. Sump pump (discharges to _____)				
3. Septic System				

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
1. Age of roof (if known) _____ year(s)	N / A	N / A	
2. Does the roof leak?			
3. Has the roof leaked?			
4. Is there presently damage to the roof?			
5. Has there been water intrusion in the basement or crawl space?			
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?			
7. Are there any structural problems with the structures on the real property?			
8. Is there presently damage to the chimney?			
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?			

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built _____ (if known)	N / A	N / A	
11. Has the property experienced any moving or settling of the following:	_____	_____	_____
- Foundation			
- Floor			
- Wall			
- Sidewalk			
- Patio			
- Driveway			
- Retaining wall			
12. Any room additions or structural changes?			

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos			
2. Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			
5. Radon gas			
6. Toxic materials			

Section B - Environmental Conditions	YES	NO	Do Not Know
7. Underground fuel, chemical or other type of storage tank?			
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?			
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)			

Seller's Initials _____ / _____ Property Address _____ Buyer's Initials _____ / _____

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?			
2. Any easements, other than normal utility easements?			
3. Any encroachments?			
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?			
5. Any lot-line disputes?			
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?			
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?			
8. Any condominium, homeowners', or other type of association which has any authority over the real property?			
9. Any private transfer fee obligation upon sale?			

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?			
11. Is there a common wall or walls? b. Is there a party wall agreement?			
12. Any lawsuits regarding this property during the ownership of the seller?			
13. Any notices from any governmental or quasi-governmental agency affecting the real property?			
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?			
15. Any deed restrictions or other restrictions of record affecting the real property?			
16. Any unsatisfied judgments against the seller?			
17. Any dispute regarding a right of access to the real property?			
18. Any other title conditions which might affect the real property?			

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system? b. Is the system operational?			
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system? b. Is the system operational?			
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?			
4. a. Are the dwelling(s) and the improvements connected to a public sewer system? b. Is the system operational?			
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system? b. Is the system operational?			
6. a. Are the dwelling(s) and the improvements connected to a septic system? b. Is the system operational?			
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?			

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain? b. Is the real property in a floodway?			
9. Is trash removal service provided to the real property? If so, are the trash services _____ public _____ private			
10. Have the structures been mitigated for radon? If yes, when? ____/____/____			
11. Is the property connected to a natural gas system?			
12. Has a pet lived on the property? Type(s) _____			
13. Are there any diseased or dead trees, or shrubs on the real property?			
14. Are there any flooding, drainage, or grading problems in connection to the real property?			
15. a. Have you made any insurance or manufacturer claims with regard to the real property? b. Were all repairs related to the above claims completed?			
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?			

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner					
2. Cleaning of fireplace, including chimney					
3. Servicing of furnace					
4. Professional inspection of furnace A/C (HVAC) System					
5. Servicing of septic system					

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney					
7. Treatment for wood-destroying insects or rodents					
8. Tested well water					
9. Serviced / treated well water					

Seller's Initials ____/____ Property Address _____ Buyer's Initials ____/____

PART III -- Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.

Note: Use additional pages if necessary.

Lined area for providing comments, consisting of 20 horizontal lines.

If checked here _____ PART III is continued on a separate page(s)

SELLER'S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of _____ pages (including additional comment pages), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION	
<p>I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.</p>	
Purchaser's Signature _____	Date _____
Purchaser's Signature _____	Date _____

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

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.

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 seller (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 or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's 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) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(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)

(f) _____ 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	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date