



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

1 SELLER: Paul J. & Michele A. Fairchild

2 PROPERTY: 14003 Eby Street, Overland Park, KS 66221

3 1. SELLER'S INSTRUCTIONS

4 SELLER agrees to disclose to BUYER all material defects, conditions and facts OF WHICH SELLER IS AWARE which may
5 materially affect the value of the Property. This disclosure statement is designed to assist SELLER in making these disclosures.
6 Licensee(s), prospective buyers and buyers will rely on this information.

7 2. NOTICE TO BUYER

8 This is a disclosure of SELLER'S knowledge of the condition of the Property as of the date signed by SELLER and is not a
9 substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a
10 warranty or representation by the BROKER(S) or their licensees.

11 3. OCCUPANCY

12 Approximate age of Property? 16 YEARS How long have you owned? 3 1/2 YEARS

13 Does SELLER currently occupy the Property? Yes [X] No [ ]

14 If not, how long has it been since SELLER occupied the Property? \_\_\_\_\_ years.

15 4. LAND (SOILS, DRAINAGE AND BOUNDARIES. (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DIS-
16 CLOSURE ALSO.)

- (a) Fill or expansive soil on the Property? Yes [ ] No [X]
(b) Sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes [ ] No [X]
(c) Is the Property or any portion thereof located in a flood zone, wetlands area or
proposed to be located in such as designated by FEMA which requires flood insurance? Yes [ ] No [X]
(d) Drainage or flood problems on the Property or adjacent properties? Yes [ ] No [X]
(e) Do you pay flood insurance premiums? Yes [ ] No [X]
(f) If so, is it required? Yes [ ] No [X]
(g) Are the boundaries of the Property marked in any way? Yes [ ] No [X]
(h) Has Property had a stake survey? If yes, attach copy. Yes [ ] No [X]
(i) Encroachments, boundary line disputes, or non-utility easements affecting the Property Yes [ ] No [X]
(j) Fencing on the Property? Yes [ ] No [X]
(k) If yes, does fencing belong to the Property Yes [ ] No [X]
(l) Diseased, dead, or damaged trees or shrubs on the Property Yes [ ] No [X]
(m) Gas/oil wells, lines or storage facilities on Property or adjacent property Yes [ ] No [X]

31 If any of the answers in this section are "Yes", explain in detail: \_\_\_\_\_

33 5. ROOF:

- (a) Approximate Age: 16 years [ ] Unknown Type: SHAKE SHINGLE (CEDAR)
(b) Has there been any leaking of the roof? Yes [ ] No [X]
If so, what is the date of the occurrence \_\_\_\_\_
(c) Have there been any repairs to the roof? ROOF REPLACED + SPOT REPAIR Date of and company performing such repairs 3/05 RUMERIZ ROOFING Yes [X] No [ ]
(d) Has there been any roof replacement? Yes [ ] No [X]
If yes, was it: (Check one, if applicable) [ ] Complete or [ ] Partial
(e) Has the old roof been removed? Yes [ ] No [X]
(f) What is the number of layers currently in place: 1 layers, or [ ] Unknown.
(g) Any problems with the roof, flashing or rain gutters? Yes [ ] No [X]
(h) Were repairs from claim(s) completed? Yes [ ] No [X]
If yes: Date \_\_\_\_\_ Name of repair company \_\_\_\_\_ Attach receipts

46 If any of the answers in this section are "Yes", explain in detail below: (All available warranties and other documentation
47 are attached) \_\_\_\_\_

49 6. INFESTATION

- (a) Any termites, wood destroying insects, or other pests on the Property? Yes [ ] No [X]
(b) Any damage to the property by termites, wood destroying insects or other pests? Yes [ ] No [X]
(c) Any termite, wood destroying insects or other pest control treatments on the Property
53 in the last five years? Yes [ ] No [X]
54 (If yes, list company, when and where treated) \_\_\_\_\_
55 (d) Any warranty, bait stations or other treatment coverage by a licensed pest control company
56 on the Property? Yes [ ] No [X]
57 If yes, the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the service
58 contract is \_\_\_\_\_ (Check One) [ ] The treatment system stays with the Property, or
59 [ ] the treatment system is subject to removal by the treatment company if annual service fee is not paid.

60 If any of the answers in this section are "Yes", explain in detail (attach any receipts): \_\_\_\_\_

61

62 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS**

- 63 (a) Movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes  No
- 64 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ..... Yes  No
- 65 (c) Any piers to support the Property structure? ..... Yes  No
- 66 (d) Any water leakage or dampness in the house, crawl space or basement? ..... Yes  No
- 67 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes  No
- 68 (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes  No
- 69 (g) Any problems with fireplace and/or chimney? ..... Yes  No
- 70 Date of last cleaning? \_\_\_\_\_
- 71 (h) Does the Property have a sump pump? ..... Yes  No
- 72 (i) Any repairs or other attempts to control the cause or effect of any problem described above?... Yes  No

76 If any of the answers in this section are "Yes", explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort and attach, if available, any inspection reports, estimates or receipts: \_\_\_\_\_

80 **8. ADDITIONS AND/OR REMODELING:**

- 81 (a) Are you aware of any additions, structural changes, or other material alterations to the Property? Yes  No
- 82 (b) If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? ..... Yes  No
- 83 If "No", explain: \_\_\_\_\_

86 **9. PLUMBING RELATED ITEMS:**

- 87 (a) What is the drinking water source?  Public  Private  Well  Cistern
- 88 If well water, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_
- 89 (b) If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? \_\_\_\_\_
- 90 (c) Is there a water softener on the Property? (If so, is it:  Leased or  Owned?) ..... Yes  No
- 91 (d) Is there a water purifier system? (If so, is it:  Leased or  Owned?) ..... Yes  No
- 92 (e) What type of sewage system serves the Property?  Public Sewer, or  Private Sewer, or  Septic System, or  Cesspool, or  Lagoon, or  Other \_\_\_\_\_
- 93 (f) If there is a septic system, is there a sewage pump on the septic system? ..... Yes  No
- 94 (g) Is there a grinder pump system? ..... Yes  No
- 95 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- 96 (i) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? ..... Yes  No
- 97 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... Yes  No

102 If your answer to any of the questions in this section is "Yes", explain in detail and provide available documentation:

- 103 (k) Type of plumbing material currently used in the Property:  Copper  Galvanized  Other \_\_\_\_\_
- 104 The location of the main water shut-off is IN THE BASEMENT (WEST WALL)
- 105 (l) The location of the sewer line clean out trap is: IN THE BASEMENT

107 **10. HEATING AND AIR CONDITIONING:**

- 108 (a) Does the Property have air conditioning? ..... Yes  No
- 109  Central Electric  Central Gas  Heat Pump  Window Unit \_\_\_\_\_ (# included in sale \_\_\_\_\_)
- 110 

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
A/C	16		<input checked="" type="checkbox"/>	BASEMENT	LADD HEATING & COOLING (2004)
- 111 (b) Does the Property have heating systems? ..... Yes  No
- 112  Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  Fuel Tank  Other \_\_\_\_\_
- 113 

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
FURNACE	16 YRS		<input checked="" type="checkbox"/>	BSMT	LADD HEATING & COOLING (2004)
- 114 (c) Are there rooms without furnace/air conditioning venting? ..... Yes  No
- 115 If yes, which room(s)? \_\_\_\_\_
- 116 (d) Does the Property have a water heater? ..... Yes  No
- 117  Electric  Gas  Solar
- 118 

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
- 119 (e) Are you aware of any problems regarding these items? ..... Yes  No

125 If your answer to any of the questions in this section is "Yes", explain in detail: \_\_\_\_\_

127 **11. ELECTRICAL SYSTEM:**

- 128 (a) Type of material used:  Copper  Aluminum  Unknown  
 129 (b) Type of electrical panel(s):  Breaker  Fuse  
 130 Location of electrical panel(s): BASEMENT (SOUTH WALL)  
 131 (c) Are you aware of any problem with the electrical system? ..... Yes  No   
 132 If "Yes", explain in detail: \_\_\_\_\_  
 133 \_\_\_\_\_

134 **12. HAZARDOUS CONDITIONS:**

- 135 (a) Underground tanks on the Property? ..... Yes  No   
 136 (b) Landfill on the Property? ..... Yes  No   
 137 (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? ..... Yes  No   
 138 (d) Has the Property been tested for any of the above listed items? ..... Yes  No   
 139 (e) Radon in the property? ..... Yes  No   
 140 (f) Have you had the property tested for radon? ..... Yes  No   
 141 (g) Have you had the property tested for mold? ..... Yes  No   
 142 (h) Other issues, (e.g. environmental, synthetic stucco siding, etc.)? ..... Yes  No

143 If your answer to any of the questions in this section is "Yes", explain in detail or attach test results: \_\_\_\_\_  
 144 \_\_\_\_\_

145 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 146 (a) Are you aware of any pending bonds or assessments, special taxes that apply to Property? .... Yes  No   
 147 (b) Are you aware or have you received any notice of any condition or proposed change in your  
 148 neighborhood or surrounding area? ..... Yes  No   
 149 (c) Is the Property subject to covenants, conditions, and restrictions of a homeowner's association  
 150 or subdivision restrictions? ..... Yes  No   
 151 (d) Are you aware of any violations of such covenants and restrictions? ..... Yes  No   
 152 (e) Are you aware of any defect, damage, proposed change or problem with any common  
 153 elements or common areas? ..... Yes  No   
 154 (f) Are you aware of any condition or claim which may result in any change to assessments or fees? Yes  No   
 155 (g) Are streets privately owned? ..... Yes  No   
 156 (h) Are you aware of any methamphetamine or controlled substances ever being used or  
 157 manufactured on the Property? ..... Yes  No

158 **(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been  
 159 present on or in the Property)**

160 If the answer to any of the above questions is "Yes", except (c), explain in detail, including amounts, if  
 161 applicable: \_\_\_\_\_  
 162 \_\_\_\_\_  
 163 \_\_\_\_\_

164 We pay Home Association dues which are paid in full until JANUARY in the amount of \$ 450.00  
 165 payable  yearly  monthly  quarterly, sent to N.F.S. H/O ASSOC. and such  
 166 includes: POOL + TENNIS CTS.  
 167 \_\_\_\_\_

168 **14. OTHER MATTERS:**

- 168 (a) Are you aware of any of the following?  Party walls  Common areas  Easement Driveways Yes  No   
 169 (b) Has there been any fire damage? ..... Yes  No   
 170 (c) Are there any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes  No   
 171 (d) Are there any violations of laws or regulations affecting the Property? ..... Yes  No   
 172 (e) Are you aware of any other conditions that may materially and adversely affect the value  
 173 or desirability of the Property? ..... Yes  No   
 174 (f) Are you aware of any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes  No   
 175 (g) Do you have keys for all exterior doors, including garage doors in the home? ..... Yes  No   
 176 List locks without keys \_\_\_\_\_  
 177 (h) Are you aware of any violation of zoning, setbacks or restrictions, or non-conforming uses? .... Yes  No   
 178 (i) Are you aware of any unrecorded interests affecting the Property? ..... Yes  No   
 179 (j) Is there anything that would interfere with giving clear title to the Buyer? ..... Yes  No   
 180 (k) Is there existing or threatened legal action? ..... Yes  No   
 181 (l) Have you ever been involved in any litigation or settlement pertaining to this Property? ..... Yes  No   
 182 (m) Have you added any insulation since you have owned the Property? ..... Yes  No   
 183 (n) Have you replaced any appliances that remain with the Property in the past five years? ..... Yes  No   
 184 (o) Are there any transferable warranties on the Property or any of its components? ..... Yes  No   
 185 (p) Have you made any insurance or other claims pertaining to this property in the past 5 years? ... Yes  No   
 186 (q) Are you aware of any use of synthetic stucco in the property? ..... Yes  No

187 If any of the answers in this section are "Yes", explain in detail: STOVE TOP, TRASH COMPACTOR,  
 188 DISHWASHER  
 189 \_\_\_\_\_

190 **15. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS)**

191 O = Operating (Means the item is performing its intended function and is staying with the Property)  
 192 EX= Exclude from Mechanical Repairs and cannot be an Unacceptable Condition  
 193 NA= Not applicable  
 194 NS = Not staying

N/A	A/C Window Units, # _____	O	Gas logs	N/A	Security system- <input type="checkbox"/> Own <input type="checkbox"/> Lease
N/A	Attic fan	O	Gas starter for fireplace(s)	O	Smoke detector(s)-# of <u>4</u>
O	Ceiling fans-# of <u>6</u>	N/A	Gas yard light	O	Sprinklers (lawn)
N/A	Central vac & attachments	N/A	Heat FP re-circulator	O	Sprinkler Back flow valve
N/A	Convection Oven	O	Hot tub	O	Sprinkler Auto Timer
O	Dishwasher	O	Humidifier	N/A	Stove vent hood
O	Disposal	O	Intercom	O	Sump pump
O	Door Bell	N/A	Microwave oven	N/A	Swimming Pool
N/A	Downdraft cooktop (e.g., Jennaire)	O	Oven clock timer	O	Trash compactor
N/A	Electric air cleaner or purifier	N/A	Pool heater	N/A	TV antenna/receiver/satellite dish: <input type="checkbox"/> Own <input type="checkbox"/> Lease
O	Electric garage door opener (s)	N/A	Pool/Spa equipment	O	Whirlpool tub
O	Exhaust fan(s) (baths)	N/A	Propane Tank	N/A	Wood burning stove
N/A	Fireplace insert	O	Range oven ( <input checked="" type="checkbox"/> elec. <input type="checkbox"/> gas)	N/A	Water softener and/or purifier
O	Furnace/heat pump/other heating sys.	N/A	Refrigerator	N/A	Other _____
O	Garage door transmitters-# <u>2</u>	N/A	Location of Refrigerator <u>KITCHEN</u>		
N/A	Gas Grill	N/A	Sauna		

195 Disclose any material information and describe any significant repairs, improvements or alterations to the property not fully  
 196 revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or  
 197 other documents describing or referring to the matters revealed herein: \_\_\_\_\_  
 198

199 The undersigned Seller represents that the information set forth in the foregoing Disclosure Statement is accurate and complete.  
 200 Seller does not intend this Disclosure Statement to be a warranty or guarantee of any kind. Seller hereby authorizes their agent  
 201 to provide this information to prospective Buyers of the property and to real estate brokers and salespeople. **Seller will**  
 202 **promptly notify Licensee assisting the Seller, in writing, if any information in this disclosure changes prior to Closing,**  
 203 **and Licensee assisting the Seller will promptly notify Licensee assisting the Buyer, in writing, of such changes.**  
 204

205 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT**  
 206 **BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
 207 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

208 \_\_\_\_\_ 6-26-05  
 209 SELLER Date SELLER Date  
 210

211 Seller confirms that there have been no changes in the Disclosure since the date above:

212 \_\_\_\_\_ 6-26-05  
 213 SELLER Date SELLER Date  
 214  
 215  
 216

217 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 218 1. I understand and agree that the information in this form is limited to information of which SELLER has actual knowledge and  
 219 that SELLER need only make an honest effort at fully revealing the information requested.  
 220 2. This property is being sold to me without warranties or guaranties of any kind by SELLER or BROKER(S) or agents  
 221 concerning the condition or value of the Property.  
 222 3. I agree to verify any of the above information, and any other important information provided by SELLER or BROKER  
 223 (including any information obtained through the multiple listing service) by an independent investigation of my own. I have  
 224 been specifically advised to have the property examined by professional inspectors.  
 225 4. I acknowledge that neither SELLER nor BROKER is an expert at detecting or repairing physical defects in the property.  
 226 5. I specifically represent that there are no important representations concerning the condition or value of the property made by  
 227 SELLER or BROKER on which I am relying except as may be fully set forth in writing and signed by them.  
 228  
 229

230 \_\_\_\_\_ DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2005. Last revised 11/04. All previous versions of this document may no longer be valid.

RE/MAX, REALTY SUBURBAN, INC.  
 Office: 913-492-0200  
 Fax: 913-492-1739





Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2005. Last revised 7/04. All previous versions of this document may no longer be valid.

**AGENCY  
DISCLOSURE  
ADDENDUM  
(Residential)**

1 **SELLER/LANDLORD: Paul J. & Michele A. Fairchild**

2 **BUYER/TENANT: \_\_\_\_\_**

3 **PROPERTY: 14003 Eby Street, Overland Park, KS 66221**

4 **THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND**  
 5 **RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED & COMPLETED FOR BOTH**  
 6 **SELLER/LANDLORD & BUYER/TENANT.**

7 Seller/Landlord and Buyer/Tenant acknowledge that the real estate licensee involved in this transaction may be acting as agents  
 8 of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or Disclosed Dual Agents (**Available only in Missouri**).  
 9 Licensees acting as an agent of the Seller/Landlord have a duty to represent the Seller's/Landlord's interest and will not be the  
 10 agent of the Buyer/Tenant. **INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF**  
 11 **THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD.** Licensees acting as an agent of the  
 12 Buyer/Tenant have a duty to represent the Buyer's/Tenant's interest and will not be an agent of the Seller/Landlord.  
 13 **INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT**  
 14 **WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER**  
 15 **ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES**  
 16 **ACTING AS DISCLOSED DUAL AGENTS (available in Missouri only) ARE ACTING AS AGENTS FOR BOTH THE**  
 17 **SELLER/LANDLORD AND THE BUYER/TENANT, and when acting as a Disclosed Dual Agent, a separate Dual Agency**  
 18 **Disclosure Addendum is required. SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE**  
 19 **REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM, AND THAT THE**  
 20 **BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR**  
 21 **TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON**  
 22 **THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.**

23  
 24 **SELLER/LANDLORD AND BUYER/TENANT CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:**

- 25 **A. Listing Licensee is functioning as:**  
 26  Seller's/Landlord's Agent  
 27  Designated Seller's/Landlord's Agent (**In Kansas, Supervising Broker acts as a Transaction Broker**)  
 28  Disclosed Dual Agent, and SELLER/LANDLORD agree, if applicable, to sign a Disclosed Dual Agency Agreement.  
 29 (**Missouri Only**)  
 30  Transaction Broker and SELLER/LANDLORD agrees, if applicable, to sign a Transaction Broker Agreement. Seller/  
 31 Landlord is not being represented.  
 32  SELLER/LANDLORD is not being represented.

- 33  
 34 **B. Selling Licensee is functioning as:**  
 35  Buyer's/Tenant's Agent  
 36  Seller's/Landlord's Agent  
 37  Designated BUYER'S/TENANT'S Agent (**In Kansas, Supervising Broker acts as a Transaction Broker**)  
 38  Designated Seller's/Landlord's Agent in Buyer's/Tenant's Purchase of the Property (**In Kansas, Supervising Broker acts**  
 39 **as a Transaction Broker**)  
 40  Disclosed Dual Agent, and BUYER/TENANT agree, if applicable, to sign a Disclosed Dual Agency Agreement (**MO Only**)  
 41  Subagent  
 42  Transaction Broker and BUYER/TENANT agrees, if applicable, to sign a Transaction Broker Agreement. Buyer/Tenant is  
 43 not being represented.  
 44  BUYER/TENANT is not being represented.

45  
 46 **PAYMENT OF COMMISSION:**

47 All brokerage fees, to include but not limited to broker commissions, broker administrative commissions and other fees shall be  
 48 paid out of escrow at Closing as described in the terms of the respective agency agreements or other Seller/Buyer agreements.  
 49 Sellers/Landlords and Buyers/Tenants understand and agree that Broker may be compensated by more than one party in the  
 50 transaction.

51  
 52 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT**  
 53 **BECOMES PART OF A LEGALLY BINDING CONTRACT.**

54 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
 55 Licensees also hereby certify that they are licensed to sell real estate in the state in which the Property is located.

56  
 57  
 58 Paul J. Fairchild 6-28-05 \_\_\_\_\_  
 SELLER/LANDLORD DATE BUYER/TENANT DATE  
 59 Michele A. Fairchild 6-28-05 \_\_\_\_\_  
 SELLER/LANDLORD DATE BUYER/TENANT DATE  
 60  
 61 Mark 6/28/05 \_\_\_\_\_  
 LICENSEE ASSISTING SELLER/LANDLORD DATE LICENSEE ASSISTING BUYER/TENANT DATE  
 62



LEGAL DESCRIPTION/FRANCHISE ADDENDUM



SELLER: Paul J. & Michele A. Fairchild

BUYER: \_\_\_\_\_

PROPERTY: 14003 Eby Street, Overland Park, KS 66221

Please Print All of the Above

**A. PROPERTY LEGAL DESCRIPTION:**

NOTTINGHAM FOREST SOUTH FIFTY PLAT LT 14 BLK 7 OPC 221C 7 14

**B. FRANCHISE DISCLOSURE STATEMENT: RE/MAX REALTY SUBURBAN, INC.:**

Broker is solely responsible for all its debts, liabilities, acts, errors or omissions: Broker is an independent franchisee of the RE/MAX System, however, each RE/MAX office is independently owned and operated. RE/MAX International, Inc. and RE/MAX Mid-States Region are not responsible for debts, liabilities, acts, errors, or omissions of this real estate broker.

**C. HOMEOWNER'S WARRANTY PLAN:**

All parties acknowledge that in the event a Home Warranty Plan is purchased in connection with this transaction the price of the warranty plan includes all fees for inspection, processing, and administration and RE/MAX Realty Suburban, Inc. may participate in the distribution of these fees.

Buyer/Seller may decline this option of purchasing a Home Warranty Plan which the agent has explained. Buyer/Seller agrees to hold the real estate broker and its agent harmless in the event of subsequent mechanical failure which otherwise would have been covered under the warranty plan.

**D. TERMITE INSPECTION:**

Buyer acknowledges that the termite report which will be obtained from a professional termite inspection firm on the above property may contain certain exceptions, including but not limited to in accessible areas and work previously performed by other companies. Said report is not to be construed as an expressed or implied warranty or guaranty against latent, concealed or future infestation or defects. Buyer releases RE/MAX, Realty Suburban, Inc. and its agents from any liability related to termites or termite damage to the property being purchased.

**E. RE/MAX REALTY SUBURBAN:**

Has an affiliate relationship interest greater than 1% with Wrenn Suburban Insurance, Inc. The cost of homeowner's insurance varies widely depending upon such factors as the cost of the home, the age of the home and particular coverage desired by the homeowner. On a home with an average sale price of \$200,000, the homeowner's annual insurance premium could be in the range of \$600 to \$900 a year.

**CHECK IF APPLICABLE:**

**F. BUYER TO PAY AGENCY MANAGEMENT FEE**

Buyer and Seller acknowledge that the BUYER is paying an Agency Management Fee of \$ \_\_\_\_\_ to RE/MAX Realty Suburban, Inc. at closing.

**G. REFERRAL COMPANY DISCLOSURE**

The owners of RE/MAX Realty Suburban, Inc. have a financial interest in RealtyKC Associates, Inc. which may be receiving a referral commission on this transaction.

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER: Paul J. Fairchild DATE: 6-28-05

SELLER: Michele A. Fairchild DATE: 6-28-05

Approved by Legal Counsel 2004

RE/MAX, REALTY SUBURBAN, INC.  
Office: (913) 492-0200  
Fax: (913) 492-1739

