



**SELLER'S DISCLOSURE AND  
CONDITION OF PROPERTY ADDENDUM  
(Residential)**

1 **SELLER:** Anna M. Johnson Trustee

2 **PROPERTY:** 11746 Garnett Street, Overland Park, KS 66210

3  
4 **1. SELLER'S INSTRUCTIONS**  
5 SELLER agrees to disclose to BUYER all material defects, conditions and facts **KNOWN TO SELLER**  
6 which may materially affect the value of the Property. This disclosure statement is designed to assist  
7 SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this  
8 information.

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

14  
15 **3. OCCUPANCY**  
16 Approximate age of Property? 14 yrs How long have you owned? 4 yrs  
17 Does SELLER currently occupy the Property? Yes  No   
18 If not, how long has it been since SELLER occupied the Property? \_\_\_\_\_ years/months.

- 19  
20 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH**  
21 **SELLER'S LAND DISCLOSURE ALSO.)**
- 22 (a) Fill or expansive soil on the Property? ..... Yes  No
  - 23 (b) Sliding, settling, earth movement, upheaval or earth stability problems on  
24 the Property? ..... Yes  No
  - 25 (c) Is the Property or any portion thereof located in a flood zone, wetlands area or  
26 **proposed** to be located in such as designated by FEMA which requires flood  
27 insurance? ..... Yes  No
  - 28 (d) Drainage or flood problems on the Property or adjacent properties? ..... Yes  No
  - 29 (e) Do you pay flood insurance premiums? ..... Yes  No
  - 30 (f) If so, is it required? ..... Yes  No
  - 31 (g) Are the boundaries of the Property marked in any way? ..... Yes  No
  - 32 (h) Has Property had a stake survey? If yes, attach copy ..... Yes  No
  - 33 (i) Encroachments, boundary line disputes, or non-utility easements affecting the  
34 Property ..... Yes  No
  - 35 (j) Any fencing on the Property? ..... Yes  No
  - 36 (k) If yes, does fencing belong to the Property ..... Yes  No
  - 37 (l) Diseased, dead, or damaged trees or shrubs on the Property ..... Yes  No
  - 38 (m) Gas/oil wells, lines or storage facilities on Property or adjacent property ..... Yes  No

39 **If any of the answers in this section are "Yes", explain in detail:** \_\_\_\_\_  
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41 \_\_\_\_\_  
42 \_\_\_\_\_

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**5. ROOF:**

- (a) Approximate Age: 3 years  Unknown Type: composition
- (b) Have there been any problems with the roof, flashing or rain gutters? ..... Yes  No   
If so, what was the date of the occurrence \_\_\_\_\_
- (c) Have there been any repairs to the roof, flashing or rain gutters? ..... Yes  No   
Date of and company performing such repairs 1 new gutters in 2002
- (d) Has there been any roof replacement? 2002 ..... Yes  No   
If yes, was it:  Complete or  Partial
- (e) What is the number of layers currently in place: 1 layers, or  Unknown.

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

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

**6. INFESTATION – ARE YOU AWARE OF:**

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

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

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

**7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS – ARE YOU AWARE OF:**

- (a) Movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? ..... Yes  No
- (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ..... Yes  No
- (c) Any corrective action taken including, but not limited to piercing or bracing? ..... Yes  No
- (d) Any water leakage or dampness in the house, crawl space or basement? ..... Yes  No
- (e) Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes  No
- (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes  No
- (g) Any problems with fireplace and/or chimney? ..... Yes  No   
Date of last cleaning? \_\_\_\_\_
- (h) Does the Property have a sump pump? ..... Yes  No
- (i) Any repairs or other attempts to control the cause or effect of any problem described above? ..... Yes  No

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:

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

8. ADDITIONS AND/OR REMODELING:

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

If "No", explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. PLUMBING RELATED ITEMS:

- (a) What is the drinking water source?  Public  Private  Well  Cistern  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_  
diameter \_\_\_\_\_ age \_\_\_\_\_
- (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? N/A
- (c) Is there a water softener on the Property? Yes  No   
(If so, is it:  Leased  Owned?)
- (d) Is there a water purifier system? Yes  No   
(If so, is it:  Leased  Owned?)
- (e) What type of sewage system serves the Property?  Public Sewer, or  Private Sewer, or  Septic System, or  Cesspool, or  Lagoon, or  Other \_\_\_\_\_
- (f) If there is a septic system, is there a sewage pump on the septic system? Yes  No  N/A
- (g) Is there a grinder pump system? Yes  No
- (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? \_\_\_\_\_ By whom? N/A
- (i) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes  No
- (j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? Yes  No
- (k) Type of plumbing material currently used in the Property:  
 Copper  Galvanized  Other \_\_\_\_\_  
The location of the main water shut-off is basement
- (l) The location of the sewer line clean out trap is: \_\_\_\_\_

If your answer to any of the questions in this section is "Yes", explain in detail and provide available documentation: water marks on ceiling in basement - replaced kitchen faucet

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

10. HEATING AND AIR CONDITIONING:

(a) Does the Property have air conditioning? Yes  No

Central Electric  Central Gas  Heat Pump  Window Unit(s)

Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom? Spring 06  
1. 14 yrs Mission Heating & Cooling - Fall 07  
2.

(b) Does the Property have heating systems? Yes  No

Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  Fuel Tank

Other

Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
1. 14 yrs Mission Heating & Cooling - Fall 07  
2.

(c) Are there rooms without heat or air conditioning? Yes  No

If yes, which room(s)?

(d) Does the Property have a water heater? Yes  No

Electric  Gas  Solar

Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?  
1.  
2.

(e) Are you aware of any problems regarding these items? Yes  No

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

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

11. ELECTRICAL SYSTEM:

(a) Type of material used:  Copper  Aluminum  Unknown

(b) Type of electrical panel(s):  Breaker  Fuse

Location of electrical panel(s): Basement closet

Size of electrical panel (total amps), if known: \_\_\_\_\_

(c) Are you aware of any problem with the electrical system? Yes  No

If "Yes", explain in detail:

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

12. HAZARDOUS CONDITIONS:

(a) Underground tanks on the Property? Yes  No

(b) Landfill on the Property? Yes  No

(c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes  No

(d) Has the Property been tested for any of the above listed items? Yes  No

(e) Radon in the property? Yes  No

(f) Have you had the property tested for radon? Yes  No

(g) Have you had the property tested for mold? Yes  No

(h) Are you aware of any other environmental issues? Yes  No

(i) Are you aware of any methamphetamine or controlled substances ever being used or manufactured on the Property? Yes  No

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

187 **If your answer to any of the questions in this section is "Yes", explain in detail and attach test**  
188 **results:** \_\_\_\_\_  
189 \_\_\_\_\_  
190 \_\_\_\_\_

191  
192 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 193 (a) Are you aware of any current/pending bonds, assessments, or special taxes that apply to  
194 Property? Yes  No   
195 Amount: \$ \_\_\_\_\_
- 196 (b) Are you aware or have you received any notice of any condition or proposed  
197 change in your neighborhood or surrounding area? ..... Yes  No
- 198 (c) Is the Property subject to covenants, conditions, and restrictions of a  
199 homeowner's association or subdivision restrictions? ..... Yes  No
- 200 (d) Are you aware of any violations of such covenants and restrictions? ..... Yes  No
- 201 (e) Are you aware of any defect, damage, proposed change or problem with any  
202 common elements or common areas? ..... Yes  No
- 203 (f) Are you aware of any condition or claim which may result in any change to  
204 assessments or fees? ..... Yes  No
- 205 (g) Are streets privately owned? ..... Yes  No
- 206 (h) Is the property in a historic, conservation or special review district that  
207 requires any alterations or improvements to the property be approved by a  
208 board or commission? ..... Yes  No
- 209 (i) Is the property subject to tax abatement? ..... Yes  No
- 210 (j) Is the property subject to a right of first refusal? ..... Yes  No

211  
212 **If the answer to any of the above questions is "Yes" except (c), explain in detail, including**  
213 **amounts, if applicable:** \_\_\_\_\_  
214 \_\_\_\_\_  
215 \_\_\_\_\_  
216 \_\_\_\_\_

217  
218 We pay Homes Association dues which are paid in full until 07/07 in the amount of \$ 190.00  
219 payable  yearly  monthly  quarterly, sent to Oakview HOA and  
220 such includes: trash & recycling  
221 Homeowner's association contact name and phone number: Julie McCabe @ 913.491.6654  
222 \_\_\_\_\_  
223 \_\_\_\_\_

224 **14. OTHER MATTERS:**

- 225 (a) Are you aware of any of the following?  
226  Party walls  Common areas  Easement Driveways ..... Yes  No
- 227 (b) Are you aware of any fire damage to the Property? ..... Yes  No
- 228 (c) Are there any liens, other than mortgage(s)/deeds of trust currently on the  
229 Property? ..... Yes  No
- 230 (d) Are there any violations of laws or regulations affecting the Property? ..... Yes  No
- 231 (e) Are you aware of any other conditions that may materially and adversely  
232 affect the value or desirability of the Property? ..... Yes  No
- 233 (f) Are you aware of any general stains or pet stains to the carpet, the flooring  
234 or sub-flooring? ..... Yes  No
- 235 (g) Do you have keys for all exterior doors, including garage doors in the  
236 home? ..... Yes  No
- 237 List locks without keys \_\_\_\_\_

- 238 (h) Are you aware of any violation of zoning, setbacks or restrictions, or  
239 non-conforming uses? Yes  No
- 240 (i) Are you aware of any unrecorded interests affecting the Property? Yes  No
- 241 (j) Are you aware of anything that would interfere with giving clear title to  
242 the Buyer? Yes  No
- 243 (k) Are you aware of any existing or threatened legal action pertaining to  
244 the Property? Yes  No
- 245 (l) Are you aware of any litigation or settlement pertaining to this Property? Yes  No
- 246 (m) Have you added any insulation since you have owned the Property? Yes  No
- 247 (n) Have you replaced any appliances that remain with the Property in the  
248 past five years? Stove Yes  No
- 249 (o) Are there any transferable warranties on the Property or any of its  
250 components? Yes  No
- 251 (p) Have you made any insurance or other claims pertaining to this property  
252 in the past 5 years? Yes  No
- 253 If yes, were repairs from claim(s) completed? Yes  No
- 254 (q) Are you aware of any use of synthetic stucco in the property? Yes  No

256 If any of the answers in this section are "Yes", (except g), explain in detail: New \$ roof in 2002

261 **15. UTILITIES:** Identify the name and phone number for utilities listed below.

262 Electric Company Name - KCP&L Phone 816.471.5275  
 263 Gas Company Name - Atmos Energy Phone 1.888.286.6700  
 264 Water Company Name - JCo Water One Phone 913.895.1800

266 **16. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS)**

267 **O = Operating (Means the item is performing its intended function and is staying with the**  
 268 **Property)**  
 269 **EX= Exclude from Mechanical Repairs and cannot be an Unacceptable Condition**  
 270 **NA= Not applicable**  
 271 **NS = Not staying**


- |  |   |  |
|--|---|--|
| <u>NA</u> A/C Window Units, # _____          | <u>0</u> Garage door transmitters - # <u>2</u>  | <u>0</u> Security system-<br><input type="checkbox"/> Own <input type="checkbox"/> Lease                     |
| <u>0</u> Attic fan                           | <u>NA</u> Gas Grill   | <input type="checkbox"/> Own <input type="checkbox"/> Lease  |
| <u>0</u> Ceiling fans-# of <u>3</u>          | <u>0</u> Gas logs   | <u>0</u> Smoke detector(s)-# of <u>3</u>   |
| <u>0</u> Central air conditioning system     | <u>0</u> Gas starter for fireplace(s)   | <u>0</u> Sprinkler system  |
| <u>NA</u> Central vac & attachments          | <u>NA</u> Gas yard light  | <u>0</u> Sprinkler back flow valve   |
| <u>NA</u> Convection Oven                    | <u>NA</u> Hot tub   | <u>0</u> Sprinkler auto timer  |
| <u>0</u> Dishwasher                          | <u>0</u> Humidifier   | <u>0</u> Stove vent hood   |
| <u>0</u> Disposal                            | <u>NA</u> Intercom  | <u>0</u> Sump pump   |
| <u>0</u> Door Bell                           | <u>0</u> Microwave oven   | <u>NA</u> Swimming Pool  |
| <u>NA</u> Downdraft cooktop (e.g., Jennaire) | <u>0</u> Oven clock timer   | <u>NA</u> Trash compactor  |
| <u>NS</u> Dryer                              | <u>NA</u> Pool heater   | <u>NA</u> TV antenna/receiver/satellite<br>dish: <input type="checkbox"/> Own <input type="checkbox"/> Lease |
| <u>NA</u> Electric air cleaner or purifier   | <u>NA</u> Pool/Spa equipment  | <u>NA</u> Whirlpool tub  |
| <u>0</u> Electric garage door opener(s)      | <u>NA</u> Propane Tank  | <u>NA</u> Wood burning stove   |
| <u>0</u> Exhaust fan(s) (baths)              | <u>0</u> Range oven ( <input checked="" type="checkbox"/> elec. <input type="checkbox"/> gas) | <u>NS</u> Washer   |
| <u>NA</u> Fireplace heat re-circulator       | <u>NS</u> Refrigerator  | <u>NA</u> Water softener and/or purifier   |
| <u>0</u> Fireplace insert                    | Location of Refrigerator _____  | Other _____  |
| <u>0</u> Furnace/heat pump/other heating sys | <u>NA</u> Sauna   | Other _____  |
| Other _____                                  | Other _____   | Other _____  |

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

278  
279 The undersigned Seller represents that the information set forth in the foregoing Disclosure Statement is  
280 accurate and complete. Seller does not intend this Disclosure Statement to be a warranty or guarantee  
281 of any kind. Seller hereby authorizes their agent to provide this information to prospective Buyers of the  
282 property and to real estate brokers and salespeople. **Seller will promptly notify Licensee assisting**  
283 **the Seller, in writing, if any information in this disclosure changes prior to Closing, and Licensee**  
284 **assisting the Seller will promptly notify Licensee assisting the Buyer, in writing, of such changes.**  
285 **(Initial and date any changes and/or attach a list of additional changes. If attached, # \_\_\_\_\_ of**  
286 **pages).**

287  
288 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
289 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
290 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

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 \_\_\_\_\_ 8/14/07 \_\_\_\_\_  
SELLER Date SELLER Date

**BUYER ACKNOWLEDGEMENT AND AGREEMENT**

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

\_\_\_\_\_  
BUYER 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 2007. Last revised 09/06. All previous versions of this document may no longer be valid



AGENCY DISCLOSURE ADDENDUM (Residential)

1 SELLER/LANDLORD: Anna M. Johnson Trustee

2 BUYER/TENANT:

3 PROPERTY: 11746 Garnett Street, Overland Park, KS 66210

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

7 Seller/Landlord and Buyer/Tenant acknowledge that the real estate licensee involved in this transaction
8 may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or
9 Disclosed Dual Agents (Available only in Missouri). Licensees acting as an agent of the
10 Seller/Landlord have a duty to represent the Seller's/Landlord's interest and will not be the agent of the
11 Buyer/Tenant. Information given by the Buyer/Tenant to a Licensee acting as an agent of the
12 Seller/Landlord will be disclosed to the Seller/Landlord. Licensees acting as an agent of the
13 Buyer/Tenant have a duty to represent the Buyer's/Tenant's interest and will not be an agent of the
14 Seller/Landlord. Information given by the Seller/Landlord to a Licensee acting as an agent of the
15 Buyer/Tenant will be disclosed to the Buyer/Tenant. Licensees acting in the capacity of a Transaction
16 Broker are not agents for either party and do not advocate the interests of either party. Licensees acting
17 as Disclosed Dual Agents (available in Missouri only) are acting as agents for both the Seller/Landlord
18 and the Buyer/Tenant, and when acting as a Disclosed Dual Agent, a separate Dual Agency Disclosure
19 Addendum is required. SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE
20 THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED
21 TO THEM, AND THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR
22 THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST
23 SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY
24 CHANGE TO THAT RELATIONSHIP.

25
26 SELLER/LANDLORD AND BUYER/TENANT CONFIRMATION OF BROKERAGE AGENCY
27 RELATIONSHIPS:

28 A. Listing Licensee is functioning as:

- 29 [x] Seller's/Landlord's Agent
30 [ ] Designated Seller's/Landlord's Agent (In Kansas, Supervising Broker acts as a Transaction
31 Broker)
32 [ ] Disclosed Dual Agent, and Seller/Landlord agree, if applicable, to sign a Disclosed Dual Agency
33 Agreement (MO Only)
34 [ ] Transaction Broker and Seller/Landlord agrees, if applicable, to sign a Transaction Broker
35 Agreement. Seller/ Landlord is not being represented.
36 [ ] Seller/Landlord is not being represented.

37
38 B. Selling Licensee is functioning as:


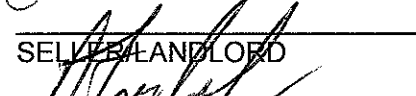

- 39 [ ] Buyer's/Tenant's Agent
40 [ ] Designated Buyer's/Tenant's Agent (In Kansas, Supervising Broker acts as a Transaction
41 Broker)
42 [ ] Transaction Broker and Buyer/Tenant agrees, if applicable, to sign a Transaction Broker
43 Agreement. Buyer/Tenant is not being represented.
44 [ ] Disclosed Dual Agent, and Buyer/Tenant agree, if applicable, to sign a Disclosed Dual Agency
45 Agreement (MO Only)
46 [ ] Seller's/Landlord's Agent
47 [ ] Subagent
48 [ ] Designated Seller's/Landlord's Agent in Buyer's/Tenant's Purchase of the Property (In Kansas,
49 Supervising Broker acts as a Transaction Broker)
50 [ ] Buyer/Tenant is not being represented.



51 **SOURCE OF COMPENSATION:**  
 52 Brokerage fees, to include but not limited to broker commissions and other fees shall be paid out of  
 53 escrow at Closing by  Seller  Buyer unless otherwise described in the terms of the respective  
 54 agency agreements or other Seller/Buyer agreements. **Sellers/Landlords and Buyers/Tenants**  
 55 **understand and agree that Brokers may be compensated by more than one party in the**  
 56 **transaction.**

57  
 58 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
 59 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD,**  
 60 **CONSULT AN ATTORNEY BEFORE SIGNING.**

61 Licensees also hereby certify that they are licensed to sell real estate in the state in which the  
 62 Property is located.

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 64  
 65   
 66 SELLER/LANDLORD DATE BUYER/TENANT DATE  
 67   
 68 SELLER/LANDLORD DATE BUYER/TENANT DATE  
 69   
 70 LICENSEE ASSISTING SELLER/LANDLORD DATE LICENSEE ASSISTING BUYER/TENANT DATE

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RE/MAX Realty Suburban, Inc.  
Affiliated Business Arrangement and Company Disclosure Addendum



SELLER: Anna M. Johnson Trustee

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

PROPERTY: 11746 Garnett Street, Overland Park, KS 66210

This is to give you notice that the Principals of RE/MAX Realty Suburban and or their agents may be receiving a financial or other benefit from the following affiliations:

**SUBURBAN INSURANCE CONSULTANTS, LLC**

RE/MAX Realty Suburban has a business ownership position greater than 1% with Suburban Insurance Consultants, I.L.C. 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 \$500 to \$1,000 RE/MAX Realty Suburban proudly recommends Suburban Insurance Consultants, I.L.C which provides good service, value and convenience.

You are not required to use Suburban Insurance Consultants, I.L.C as a condition for settlement of your sale on the subject property. *There are many other homeowner insurance providers available with similar policies. You are free to shop around to determine that you are receiving the best policy and the best rate for those policies.*

To initiate insurance quoting, please provide contact person name and daytime phone number.

Contact Person

Contact Daytime Phone Number

**REALTY KC AND ASSOCIATES, INC.**

The owners of Realty Suburban, Inc. dba RE/MAX Realty Suburban, Inc. are also the owners of Realty KC and Associates, Inc , which may be receiving commission on this transaction.

**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

**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 to the Children's Miracle Network in Kansas City.

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.

**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 inaccessible 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 it agents from any liability related to termites or termite damage to the property being purchased

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

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

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

SELLER: [Signature] DATE: 6/14/07

SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

Approved by Legal Counsel 3/2007

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