



## Buyer Disclosure Residential

Very important document • please read carefully



Property Address: \_\_\_\_\_

Buyer understands that Buyer should either personally or through others of Buyer's choosing, inspect the property, verify material facts including but not limited to those addressed below and not rely on any verbal, printed or written description of the property by any Real Estate Broker or Salesperson. Buyer has the obligation to determine any and all conditions material to Buyers' decision to buy the property. Real Estate Salespeople, Brokers and Sellers do not warrant the condition of the property, including but not limited to: structure; mechanical systems including HVAC, septic tanks; appliances; plumbing; electrical; draining, grading, or standing water; pools and equipment; roof and basement leaks. **Buyer initials**

**Buyer acknowledges the importance of understanding requirements in the Purchase Agreement (PA), addressed below. Buyer also understands it is Buyer's responsibility, not Broker or Salesperson, to verify, determine, address and secure professional services to verify items below:** **Buyer initials**

1. **A Professional home inspection** is recommended to help determine the condition of the property. **Buyer initials**
2. **Lender inspections** do not replace a Professional Home Inspection. **Buyer initials**
3. **The Seller has no obligation to make Repairs** except those stated in the PA. **Buyer initials**
4. **Repairs noted in "new mortgage" paragraph** of the PA are only repairs required by appraiser, not repairs addressed in other parts of the PA. **Buyer initials**
5. **The words "In working order"** in the Purchase Agreement do not obligate the Seller to have work performed to put appliances and/or systems in perfect or better working order. These conditions need to be handled before the inspection contingency is removed and not the "final walk-through" just before closing. **Buyer initials**
6. **A Home Warranty** is recommended but not in lieu of a professional home Inspection. **Buyer initials**
7. **The Sewer connections** may be to the City system or to a Septic Tank. **Buyer initials**
8. **Recommendations by Salespeople** of professional contractors or inspectors is strictly as a courtesy. Buyer's choice of contractors or inspectors is the responsibility of Buyer. Brokers or Salespeople are not responsible or liable for the performance of repairs or conditions of the property not detected by inspections. **Buyer initials**
9. **The Alabama Wood Infestation Report** does not guarantee that there are no termites, wood destroying insects, or fungus in inaccessible areas. There are no warranties after this inspection. **Buyer initials**
10. **If a Termite Contract is being transferred to Buyer** as per PA, verification of the coverage and term of the contract is recommended. **Buyer initials**
11. **If no Termite Contract is being transferred, acquiring a Termite Contract with Formosan coverage** is recommended. **Buyer initials**
12. **Square footage and/or room sizes in MLS** are not warranted to be accurate. **Buyer initials**
13. **A New survey of the property** is recommended to verify easements, encroachments, overlaps, location of property lines, fences off true property lines, boundary line disputes, flood zones or other issues. **Buyer initials**
14. **Historical District restriction** may apply to property being purchased. **Buyer initials**
15. **Homeowner's Association** fees, assessments, transfer costs, liens, penalties may apply to property. **Buyer initials**
16. **Use of the property** may be governed by zoning, zoning variances, restrictive covenants, and deed restrictions. **Buyer**
17. **The status of any outstanding fees or assessments** including, but not limited to, sewer, paving and/or street maintenance, or water connection should be determined. **Buyer initials**
18. **The Community Notification Act (Megan's Law)** may or may not apply to the property. [www.dps.Alabama.gov](http://www.dps.Alabama.gov). (Quick Links – Sex Offender Registry). **Buyer initials**
19. **Internet service** may or may not be available. **Buyer initials**

**Buyer Signature** **Date**

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