



# SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

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Property Address: #38 SIFTING SANDS CONDO  
840 OCEAN AVE. OCEAN CITY NJ ("Property").

Seller: DASHER REAL ESTATE, LLC  
c/o DANNY SALIK ("Seller").

The purpose of this Disclosure Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set forth below. The Seller is aware that he or she is under an obligation to disclose any known material defects in the Property even if not addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property.

If your Property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.

## OCCUPANCY

Yes No Unknown  
☐ ☒ ☐

1. Age of House, if known Built in 1961
2. Does the Seller currently occupy this Property?  
 If not, how long has it been since Seller occupied the Property? Never
3. What year did the Seller buy the Property? 6/2021
- 3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the Property? If "yes," please attach a copy of it to this form.

## ROOF

Yes No Unknown  
☐ ☐ ☒

4. Age of roof \_\_\_\_\_
5. Has roof been replaced or repaired since Seller bought the Property?
6. Are you aware of any roof leaks?
7. Explain any "yes" answers that you give in this section: Coated 3 years ago

## ATTIC, BASEMENTS AND CRAWL SPACES (Complete only if applicable)

Yes No Unknown

☐ ☒ ☐  
☐ ☐ ☐  
☐ ☒ ☐  
☐ ☒ ☐  
☐ ☒ ☐  
☐ ☒ ☐  
☐ ☒ ☐

8. Does the Property have one or more sump pumps?
- 8a. Are there any problems with the operation of any sump pump?
9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces or any other areas within any of the structures on the Property?
- 9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl spaces or any other areas within any of the structures on the Property?
10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? If "yes," describe the location, nature and date of the repairs: \_\_\_\_\_
11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify location: \_\_\_\_\_



51	[ ]	<input checked="" type="checkbox"/>	12. Are you aware of any restrictions on how the attic may be used as a result of the manner in which the attic or roof was constructed?
52			
53	[ ]	[ ]	13. Is the attic or house ventilated by: ___ a whole house fan? ___ an attic fan?
54	[ ]	[ ]	13a. Are you aware of any problems with the operation of such a fan?
55			14. In what manner is access to the attic space provided?
56			___ staircase ___ pull down stairs ___ crawl space with aid of ladder or other device
57			___ other _____
58			15. Explain any "yes" answers that you give in this section: _____
59			_____
60			_____
61			
62	<b>TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS</b>		
63	Yes	No	Unknown
64	[ ]	<input checked="" type="checkbox"/>	16. Are you aware of any termites/wood destroying insects, dry rot, or pests affecting the Property?
65	[ ]	<input checked="" type="checkbox"/>	17. Are you aware of any damage to the Property caused by termites/wood destroying insects, dry rot, or pests?
66			
67	[ ]	[ ]	18. If "yes," has work been performed to repair the damage?
68	<input checked="" type="checkbox"/>	[ ]	19. Is your Property under contract by a licensed pest control company? If "yes," state the name and address of the licensed pest control company: _____
69			_____
70			
71	[ ]	[ ]	20. Are you aware of any termite/pest control inspections or treatments performed on the Property in the past?
72			
73			21. Explain any "yes" answers that you give in this section: _____
74			_____
75			_____
76			
77	<b>STRUCTURAL ITEMS</b>		
78	Yes	No	Unknown
79	[ ]	<input checked="" type="checkbox"/>	22. Are you aware of any movement, shifting, or other problems with walls, floors, or foundations, including any restrictions on how any space, other than the attic or roof, may be used as a result of the manner in which it was constructed?
80			
81			
82	[ ]	<input checked="" type="checkbox"/>	23. Are you aware if the Property or any of the structures on it have ever been damaged by fire, smoke, wind or flood?
83			
84	[ ]	<input checked="" type="checkbox"/>	24. Are you aware of any fire retardant plywood used in the construction?
85	[ ]	<input checked="" type="checkbox"/>	25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or retaining walls on the Property?
86			
87	[ ]	<input checked="" type="checkbox"/>	26. Are you aware of any present or past efforts made to repair any problems with the items in this section?
88			
89			27. Explain any "yes" answers that you give in this section. Please describe the location and nature of the problem: _____
90			_____
91			_____
92			
93			
94	<b>ADDITIONS/REMODELS</b>		
95	Yes	No	Unknown
96	<input checked="" type="checkbox"/>	[ ]	28. Are you aware of any additions, structural changes or other alterations to the structures on the Property made by any present or past owners?
97			
98	[ ]	[ ]	29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give in this section: Permits were not needed _____ Did updates 2/2024 New floors, new paint
99			new light fixtures, new kitchen cabinets, counter tops, sink, microwave
100			new toilet, new vanity light and mirror _____
101			
102			
103	<b>PLUMBING, WATER AND SEWAGE</b>		
104	Yes	No	Unknown
105			30. What is the source of your drinking water?
106			<input checked="" type="checkbox"/> Public ___ Community System ___ Well on Property ___ Other (explain) _____
107	[ ]	[ ]	31. If your drinking water source is not public, have you performed any tests on the water? If so, when? _____
108			Attach a copy of or describe the results: _____
109			_____
110			_____

- 111 [ ] ☒ [ ] 32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any  
 112 location other than the sewer, septic, or other system that services the rest of the Property?  
 113 [ ] 33. When was well installed? \_\_\_\_\_  
 114 Location of well? \_\_\_\_\_  
 115 [ ] [ ] 34. Do you have a softener, filter, or other water purification system? ☐ Leased ☐ Owned  
 116 35. What is the type of sewage system?  
 117 ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Cesspool ☐ Other (explain): \_\_\_\_\_  
 118 [ ] [ ] 36. If you answered "septic system," have you ever had the system inspected to confirm that it is a  
 119 true septic system and not a cesspool?  
 120 [ ] 37. If Septic System, when was it installed? \_\_\_\_\_  
 121 Location? \_\_\_\_\_  
 122 [ ] 38. When was the Septic System or Cesspool last cleaned and/or serviced? \_\_\_\_\_  
 123 [ ] [ ] 39. Are you aware of any abandoned Septic Systems or Cesspools on your Property?  
 124 [ ] [ ] 39a. If "yes," is the closure in accordance with the municipality's ordinance? Explain: \_\_\_\_\_  
 125  
 126 [ ] ☒ 40. Are you aware of any leaks, backups, or other problems relating to any of the plumbing systems and  
 127 fixtures (including pipes, sinks, tubs and showers), or of any other water or sewage related problems?  
 128 If "yes," explain: \_\_\_\_\_  
 129  
 130 [ ] ☒ 41. Are you aware of the presence of any lead piping, including but not limited to any service line,  
 131 piping materials, fixtures, and solder. If "yes," explain: \_\_\_\_\_  
 132  
 133 [ ] ☒ 42. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage  
 134 tanks, or dry wells on the Property?  
 135 [ ] [ ] [ ] 43. Is either the private water or sewage system shared? If "yes," explain: \_\_\_\_\_  
 136  
 137 44. Water Heater: ☒ Electric ☐ Fuel Oil ☐ Gas  
 138 Age of Water Heater \_\_\_\_\_  
 139 [ ] ☒ 44a. Are you aware of any problems with the water heater?  
 140 45. Explain any "yes" answers that you give in this section: \_\_\_\_\_  
 141 \_\_\_\_\_  
 142 \_\_\_\_\_

#### HEATING AND AIR CONDITIONING

Yes No Unknown

- 145  
 146 46. Type of Air Conditioning:  
 147 ☐ Central one zone ☐ Central multiple zone ☒ Wall/Window Unit ☐ None  
 148 47. List any areas of the house that are not air conditioned: \_\_\_\_\_  
 149  
 150 [ ] ☒ 48. What is the age of Air Conditioning System? \_\_\_\_\_  
 151 49. Type of heat: ☒ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Propane ☐ Unheated ☐ Other  
 152 50. What is the type of heating system? (for example, forced air, hot water or base board, radiator,  
 153 steam heat) ☐ base board \_\_\_\_\_  
 154 51. If it is a centralized heating system, is it one zone or multiple zones? \_\_\_\_\_  
 155  
 156 52. Age of furnace \_\_\_\_\_ Date of last service: \_\_\_\_\_  
 157 53. List any areas of the house that are not heated: \_\_\_\_\_  
 158  
 159 [ ] [ ☒ ] [ ] 54. Are you aware of any tanks on the Property, either above or underground, used to store fuel or  
 160 other substances?  
 161 [ ] [ ] 55. If tank is not in use, do you have a closure certificate?  
 162 [ ] ☒ 56. Are you aware of any problems with any items in this section? If "yes," explain: \_\_\_\_\_  
 163 \_\_\_\_\_  
 164 \_\_\_\_\_

#### WOODBURNING STOVE OR FIREPLACE

Yes No Unknown

- 166  
 167 [ ] ☒ 57. Do you have ☐ wood burning stove? ☐ fireplace? ☐ insert? ☐ other  
 168 [ ] [ ] 57a. Is it presently usable?  
 169 [ ] [ ] [ ] 58. If you have a fireplace, when was the flue last cleaned? \_\_\_\_\_  
 170 [ ] [ ] [ ] 58a. Was the flue cleaned by a professional or non-professional? \_\_\_\_\_

171 [ ] ☒ [ ]

172 [ ] [ ]

173

174 **ELECTRICAL SYSTEM**

175 Yes No Unknown

176 61. What type of wiring is in this structure? ☐ Copper ☐ Aluminum ☐ Other ☒ Unknown

177 62. What amp service does the Property have? ☐ 60 ☒ 100 ☐ 150 ☐ 200 ☐ Other ☐ Unknown

178 [ ] [ ] [ ] 63. Does it have 240 volt service? Which are present ☐ Circuit Breakers, ☐ Fuses or ☐ Both?

179 [ ] [ ]

180 64. Are you aware of any additions to the original service?

181 If "yes," were the additions done by a licensed electrician? Name and address: \_\_\_\_\_

182 \_\_\_\_\_

183 \_\_\_\_\_

184 [ ] [ ] [ ] 65. If "yes," were proper building permits and approvals obtained?

185 66. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair?

186 67. Explain any "yes" answers that you give in this section: \_\_\_\_\_

187 \_\_\_\_\_

188 \_\_\_\_\_

189 **LAND (SOILS, DRAINAGE AND BOUNDARIES)**

190 Yes No Unknown

191 [ ] [ ] 68. Are you aware of any fill or expansive soil on the Property?

192 [ ] [ ] 69. Are you aware of any past or present mining operations in the area in which the Property is

193 located?

194 [ ] [ ] 70. Is the Property located in a flood hazard zone?

195 [ ] [ ] 71. Are you aware of any drainage or flood problems affecting the Property?

196 [ ] [ ] 72. Are there any areas on the Property which are designated as protected wetlands?

197 [ ] [ ] 73. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage or

198 other easements affecting the Property?

199 [ ] [ ] 74. Are there any water retention basins on the Property or the adjacent properties?

200 [ ] [ ] 75. Are you aware if any part of the Property is being claimed by the State of New Jersey as land

201 presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain: \_\_\_\_\_

202 \_\_\_\_\_

203 \_\_\_\_\_

204 ☒ [ ] 76. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls,

205 bulkheads, etc.) or maintenance agreements regarding the Property?

206 77. Explain any "yes" answers to the preceding questions in this section: \_\_\_\_\_

207 Parking area, laundry room, swimming pool

208 \_\_\_\_\_

209 [ ] [ ] 78. Do you have a survey of the Property?

210 \_\_\_\_\_

211 **ENVIRONMENTAL HAZARDS**

212 Yes No Unknown

213 [ ] ☒ 79. Have you received any written notification from any public agency or private concern informing you

214 that the Property is adversely affected, or may be adversely affected, by a condition that exists on a

215 property in the vicinity of this Property? If "yes," attach a copy of any such notice currently in your

216 possession.

217 [ ] ☒ 79a. Are you aware of any condition that exists on any property in the vicinity which adversely affects,

218 or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water,

219 and/or physical structures present on this Property? If "yes," explain: \_\_\_\_\_

220 \_\_\_\_\_

221 [ ] ☒ 80. Are you aware of any underground storage tanks (UST) or toxic substances now or previously

222 present on this Property or adjacent property (structure or soil), such as polychlorinated biphenyl

223 (PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium,

224 thorium, lead or other hazardous substances in the soil? If "yes," explain: \_\_\_\_\_

225 \_\_\_\_\_

226 [ ] ☒ 81. Are you aware if any underground storage tank has been tested?

227 (Attach a copy of each test report or closure certificate if available.)

228 [ ] ☒ [ ] 82. Are you aware if the Property has been tested for the presence of any other toxic substances, such

229 as lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others?

230 (Attach copy of each test report if available.)

83. If "yes" to any of the above, explain: \_\_\_\_\_
- 83a. If "yes" to any of the above, were any actions taken to correct the problem? Explain: \_\_\_\_\_
84. Is the Property in a designated Airport Safety Zone? \_\_\_\_\_

**DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS AND CO-OPS**

Yes No Unknown

- ☐ ☒ ☐ 85. Are you aware if the Property is subject to any deed restrictions or other limitations on how it may be used due to its being situated within a designated historic district, or a protected area like the New Jersey Pinelands, or its being subject to similar legal authorities other than typical local zoning ordinances?
- ☒ ☐ ☐ 86. Is the Property part of a condominium or other common interest ownership plan?
- ☒ ☐ ☐ 86a. If so, is the Property subject to any covenants, conditions, or restrictions as a result of its being part of a condominium or other form of common interest ownership?
- ☒ ☐ ☐ 87. As the owner of the Property, are you required to belong to a condominium association or homeowners association, or other similar organization or property owners?
- ☒ ☐ ☐ 87a. If so, what is the Association's name and telephone number? \_\_\_\_\_  
Sifting Sands Association
- ☐ ☐ ☐ 87b. If so, are there any dues or assessments involved? \_\_\_\_\_  
If "yes," how much? \$350 a month
- ☐ ☒ ☐ 88. Are you aware of any defect, damage, or problem with any common elements or common areas that materially affects the Property?
- ☐ ☒ ☐ 89. Are you aware of any condition or claim which may result in an increase in assessments or fees?
- ☐ ☒ ☐ 90. Since you purchased the Property, have there been any changes to the rules or by-laws of the Association that impact the Property?
91. Explain any "yes" answers you give in this section: \_\_\_\_\_

**MISCELLANEOUS**

Yes No Unknown

- ☐ ☒ ☐ 92. Are you aware of any existing or threatened legal action affecting the Property or any condominium or homeowners association to which you, as an owner, belong?
- ☐ ☒ ☐ 93. Are you aware of any violations of Federal, State or local laws or regulations relating to this Property?
- ☐ ☒ ☐ 94. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming uses, or set-back violations relating to this Property? If so, please state whether the condition is pre-existing non-conformance to present day zoning or a violation to zoning and/or land use laws. \_\_\_\_\_
- ☐ ☒ ☐ 95. Are you aware of any public improvement, condominium or homeowner association assessments against the Property that remain unpaid? Are you aware of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected?
- ☐ ☒ ☐ 96. Are there mortgages, encumbrances or liens on this Property?
- ☐ ☒ ☐ 96a. Are you aware of any reason, including a defect in title, that would prevent you from conveying clear title?
- ☐ ☒ ☐ 97. Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form? (A defect is "material," if a reasonable person would attach importance to its existence or non-existence in deciding whether or how to proceed in the transaction.) If "yes," explain: \_\_\_\_\_
- ☐ ☒ ☐ 98. Other than water and sewer charges, utility and cable tv fees, your local property taxes, any special assessments and any association dues or membership fees, are there any other fees that you pay on an ongoing basis with respect to this Property, such as garbage collection fees?
99. Explain any other "yes" answers you give in this section: \_\_\_\_\_

# **RADON GAS Instructions to Owners**

By law (N.J.S.A. 26:2D-73), a Property owner who has had his or her Property tested or treated for radon gas may require that information about such testing and treatment be kept confidential until the time that the owner and a buyer enter into a contract of sale, at which time a copy of the test results and evidence of any subsequent mitigation or treatment shall be provided to the buyer. The law also provides that owners may waive, in writing, this right of confidentiality. As the owner(s) of this Property, do you wish to waive this right?

Yes No  
☐ ☒



(Initials)

If you responded "yes," answer the following questions. If you responded "no," proceed to the next section.

Yes No Unknown  
☐ ☐ ☐

100. Are you aware if the Property has been tested for radon gas? (Attach a copy of each test report if available.)

☐ ☐

101. Are you aware if the Property has been treated in an effort to mitigate the presence of radon gas? (If "yes," attach a copy of any evidence of such mitigation or treatment.)

☐ ☐

102. Is radon remediation equipment now present in the Property?

☐ ☐

102a. If "yes," is such equipment in good working order?

## **MAJOR APPLIANCES AND OTHER ITEMS**

The terms of any final contract executed by the Seller shall be controlling as to what appliances or other items, if any, shall be included in the sale of the Property. Which of the following items are present in the Property? (For items that are not present, indicate "not applicable.")

Yes No Unknown N/A

☐ ☒ ☐ ☐

103. Electric Garage Door Opener

☒ ☐ ☐ ☐

103a. If "yes," are they reversible? Number of Transmitters \_\_\_\_\_

☐ ☐ ☐ ☐

104. Smoke Detectors

\_\_\_ Battery \_\_\_ Electric \_\_\_ Both How many \_\_\_\_\_

\_\_\_ Carbon Monoxide Detectors How many \_\_\_\_\_

Location \_\_\_\_\_

☐ ☒ ☐ ☐

105. With regard to the above items, are you aware that any item is not in working order?

105a. If "yes," identify each item that is not in working order or defective and explain the nature of the problem: \_\_\_\_\_

☐ ☐ ☐ ☐

106. ☒ In-ground pool \_\_\_ Above-ground pool \_\_\_ Pool Heater \_\_\_ Spa/Hot Tub

☐ ☐ ☐ ☐

106a. Were proper permits and approvals obtained?

☐ ☐ ☐ ☐

106b. Are you aware of any leaks or other defects with the filter or the walls or other structural or mechanical components of the pool or spa/hot tub?

☐ ☐ ☐ ☐

106c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?

107. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)

☒ Refrigerator

☐ Range

☒ Microwave Oven

☐ Dishwasher

☐ Trash Compactor

☐ Garbage Disposal

☐ In-Ground Sprinkler System

☐ Central Vacuum System

☐ Security System

☐ Washer

☐ Dryer

☐ Intercom

☐ Other

108. Of those that may be included, is each in working order? Yes

If "no," identify each item not in working order, explain the nature of the problem: \_\_\_\_\_



## SOLAR PANEL SYSTEMS

By completing this section, Seller is acknowledging that the Property is serviced by a Solar Panel System, which means a system of solar panels designed to absorb the sunlight as a source of energy for generating electricity or heating, any and all inverters, net meter, wiring, roof supports and any other equipment pertaining to the Solar Panels (collectively, the "Solar Panel System"). This information may be used, among other purposes, to prepare a Solar Panel Addendum to be affixed to and made a part of a contract of sale for the Property.

Yes No Unknown

109. When was the Solar Panel System Installed? \_\_\_\_\_

109a. What is the name and contact information of the business that installed the Solar Panel System? \_\_\_\_\_

109b. Do you have documents and/or contracts relating to the Solar Panel System? If "yes," please attach copies to this form.

110. Are SRECs available from the Solar Panel System? \_\_\_\_\_

110a. If SRECs are available, when will the SRECs expire? \_\_\_\_\_

111. Is there any storage capacity on the Property for the Solar Panel System? \_\_\_\_\_

112. Are you aware of any defects in or damage to any component of the Solar Panel System? If yes, explain: \_\_\_\_\_

### Choose one of the following three options:

113a. The Solar Panel System is financed under a power purchase agreement or other type of financing arrangement which requires me/us to make periodic payments to a Solar Panel System provider in order to acquire ownership of the Solar Panel System ("PPA")? If yes, proceed to Section A below.

113b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to Section B below.

113c. I/we own the Solar Panel System outright. If yes, you do not have to answer any further questions.

### **SECTION A - THE SOLAR PANEL SYSTEM IS SUBJECT TO A PPA**

114. What is the current periodic payment amount? \$ \_\_\_\_\_

115. What is the frequency of the periodic payments (check one)? ☐ Monthly ☐ Quarterly

116. What is the expiration date of the PPA, which is when you will become the owner of the Solar Panel System? \_\_\_\_\_ ("PPA Expiration Date")

117. Is there a balloon payment that will become due on or before the PPA Expiration Date? \_\_\_\_\_

118. If there is a balloon payment, what is the amount? \$ \_\_\_\_\_

### Choose one of the following three options:

119a. Buyer will assume my/our obligations under the PPA at Closing.

119b. I/we will pay off or otherwise obtain cancellation of the PPA as of the Closing so that the Solar Panel System can be included in the sale free and clear.

119c. I/we will remove the Solar Panel System from the Property and pay off or otherwise obtain cancellation of the PPA as of the Closing.

### **SECTION B - THE SOLAR PANEL SYSTEM IS SUBJECT TO A LEASE**

120. What is the current periodic lease payment amount? \$ \_\_\_\_\_

121. What is the frequency of the periodic lease payments (check one)? ☐ Monthly ☐ Quarterly

122. What is the expiration date of the lease? \_\_\_\_\_

### Choose one of the following two options:

123a. Buyer will assume our obligations under the lease at Closing.

123b. I/we will obtain an early termination of the lease and will remove the Solar Panel System prior to Closing.

### **SECTION C - THE SOLAR PANEL SYSTEM IS SUBJECT TO ENERGY CERTIFICATE(S)**

124. Are Solar Transition Renewable Energy Certificates ("TRECs") available from the Solar Panel System? \_\_\_\_\_

124a. If TRECs are available, when will the TRECs expire? \_\_\_\_\_

125. Are Solar Renewable Energy Certificate IIs ("SREC IIs") available from the Solar Panel System? \_\_\_\_\_

125a. If SREC IIs are available, when will the SREC IIs expire? \_\_\_\_\_

## WATER INTRUSION

Yes No Unknown

☐ ☒ ☐

126. Are you aware of any water leakage, accumulation or dampness, the presence of mold or other similar natural substance, or repairs or other attempts to control any water or dampness problem on the Property? If yes, please describe the nature of the issue and any attempts to repair or control it:

If yes, pursuant to New Jersey law, the **buyer** of the real Property is advised to refer to the 'Mold Guidelines for New Jersey Residents' pamphlet issued by the New Jersey Department of Health ([njreal.to/mold-guidelines](#)) and has the right to request a physical copy of the pamphlet from the real estate broker, broker-salesperson, or salesperson.

## FLOOD RISK

Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding. In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage originated in or after 2020.

To learn more about these impacts, including the flood risk to the Property, visit [njreal.to/flood-disclosure](#). To learn more about how to prepare for a flood emergency, visit [njreal.to/flood-planning](#).

Yes No Unknown

☒ ☐

127. Is any or all of the Property located wholly or partially in the Special Flood Hazard Area ("100-year floodplain") according to FEMA's current flood insurance rate maps for your area?

☒ ☐

128. Is any or all of the Property located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current flood insurance rate maps for your area?

☒ ☐ ☐

129. Is the Property subject to any requirement under federal law to obtain and maintain flood insurance on the Property?

*Properties in the special flood hazard area, also known as high risk flood zones, on FEMA's flood insurance rate maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance. Even when not required, FEMA encourages property owners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure and the personal property within the structure. Also note that properties in coastal and riverine areas may be subject to increased risk of flooding over time due to projected sea level rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate maps.*

☐ ☒ ☐

130. Have you ever received assistance, or are you aware of any previous owners receiving assistance, from FEMA, the U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the Property?

*For properties that have received federal disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain and maintain flood insurance can result in an individual being ineligible for future assistance.*

☐ ☒ ☐

131. Is there flood insurance on the Property?

*A standard homeowner's insurance policy typically does not cover flood damage. You are encouraged to examine your policy to determine whether you are covered.*

☐ ☒ ☐

132. Is there a FEMA elevation certificate available for the Property? If so, the elevation certificate must be shared with the buyer.

*An elevation certificate is a FEMA form, completed by a licensed surveyor or engineer. The form provides critical information about the flood risk of the Property and is used by flood insurance providers under the National Flood Insurance Program to help determine the appropriate flood insurance rating for the Property. A buyer may be able to use the elevation certificate from a previous owner for their flood insurance policy.*

☐ ☒ ☐

133. Have you ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program?

If the claim was approved, what was the amount received? \$ \_\_\_\_\_

☐ ☒ ☐

134. Has the Property experienced any flood damage, water seepage, or pooled water due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?

If so, how many times? \_\_\_\_\_


135. Explain any "yes" answers that you give in this section: \_\_\_\_\_



471 **ACKNOWLEDGMENT OF SELLER**

472 The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's  
 473 knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing  
 474 or assisting the Seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller  
 475 alone is the source of all information contained in this statement. \*If the Seller relied upon any credible representations of another, the  
 476 Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.

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512 **EXECUTOR, ADMINISTRATOR, TRUSTEE**

513 (If applicable) The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure  
 514 Statement.

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**RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

The undersigned Prospective Buyer acknowledges receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer acknowledges that the Property may be inspected by qualified professionals, at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form does not address local conditions which may affect a purchaser's use and enjoyment of the Property such as noise, odors, traffic volume, etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding contract to purchase the Property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed home inspector.

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PROSPECTIVE BUYER

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PROSPECTIVE BUYER

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**ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**

The undersigned Seller's real estate broker/broker-salesperson/salesperson acknowledges receipt of the Property Disclosure Statement form and that the information contained in the form was provided by the Seller.

The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the Property with reasonable diligence to ascertain the accuracy of the information disclosed by the Seller, prior to providing a copy of the property disclosure statement to the buyer.

The Prospective Buyer's real estate broker/broker-salesperson/salesperson also acknowledges receipt of the Property Disclosure Statement form for the purpose of providing it to the Prospective Buyer.

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SELLER'S REAL ESTATE BROKER/  
BROKER-SALESPERSON/SALESPERSON:

4-28-25  
\_\_\_\_\_  
DATE

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PROSPECTIVE BUYER'S REAL ESTATE BROKER/  
BROKER-SALESPERSON/SALESPERSON:

\_\_\_\_\_  
DATE

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## Consumer Information Statement on New Jersey Real Estate Relationships

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New Jersey State law requires real estate licensees to disclose how they intend to work with buyers and sellers in a real estate transaction. This information statement is intended to assist you in making informed decisions regarding your relationship with a real estate broker and its sales agents. (In rental transactions, the terms "buyers" and "sellers" throughout this document should be read as "tenants" and "landlords", respectively).

**1. A SELLER'S AGENT OR SUBAGENT REPRESENTS THE SELLER AND WILL DISCLOSE ALL MATERIAL INFORMATION SUPPLIED BY THE BUYER TO THE SELLER.**

**2. A BUYER'S AGENT REPRESENTS THE BUYER AND WILL DISCLOSE ALL MATERIAL INFORMATION SUPPLIED BY THE SELLER TO THE BUYER.**

**3. A DISCLOSED DUAL AGENT REPRESENTS BOTH PARTIES AND MAY NOT, WITHOUT EXPRESS PERMISSION, DISCLOSE THAT THE SELLER WILL ACCEPT A PRICE LESS THAN THE LISTING PRICE OR THAT THE BUYER WILL PAY A PRICE GREATER THAN THE OFFERED PRICE.**

**4. A TRANSACTION BROKER DOES NOT REPRESENT EITHER THE BUYER OR THE SELLER. ALL INFORMATION ACQUIRED FROM ONE PARTY MAY BE DISCLOSED TO THE OTHER PARTY.**

**5. A DESIGNATED AGENT HAS THE SAME DUTIES TO ITS PRINCIPAL AS A SELLER'S OR BUYER'S AGENT. HOWEVER THE BROKERAGE FIRM THE DESIGNATED AGENT IS AFFILIATED WITH ACTS AS A DISCLOSED DUAL AGENT.**

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of business relationship you have with that licensee. There are five business relationships: (1) seller's agent; (2) buyer's agent; (3) disclosed dual agent; (4) designated agent; and (5) transaction broker. Each of these relationships imposes certain legal duties and responsibilities on the licensee as well as on the seller or buyer represented. These five relationships are defined in greater detail below.

Please read carefully before making your choice.

### Seller's Agent

A seller's agent works only for the seller to secure a buyer for the seller's home at a price and on terms acceptable to the seller. The seller's agent solely represents the interests of the seller and has legal obligations, called fiduciary duties, to the seller. These duties include, without limitation, reasonable care, undivided loyalty, confidentiality, full disclosure and the duty to account.

Seller's agents often work with buyers, but do not represent the buyers. In working with buyers or their representatives, a seller's agent must act honestly and treat all parties to a transaction fairly. A seller's agent may not make any misrepresentations to either party on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property, which a reasonable inspection by the agent would uncover.

Seller's agents include all persons licensed with the brokerage firm, which has been authorized through a listing agreement to work as the seller's agent. In addition, other brokerage firms may accept an offer to work with the listing broker's firm as the seller's agents. In such cases, those firms and all persons licensed with such firms are called "sub-agents." Sellers who do not desire to have their property marketed through sub-agents should so inform the seller's agent.

### Buyer's Agent

A buyer's agent works only for the buyer to negotiate the purchase of a home at a price and on terms acceptable to the buyer. The buyer's agent solely represents the interests of the buyer and has fiduciary duties to the buyer. These duties include, without limitation, reasonable care, undivided loyalty, confidentiality, full disclosure, and the duty to account.

Buyer's agents often work with sellers, but do not represent the sellers. In working with sellers or their representatives, a buyer's agent must act honestly and treat all parties to a transaction fairly. A buyer's agent may not make any misrepresentations on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the agent would uncover.

Buyer's agents include all persons licensed with the brokerage firm, which has been authorized through a brokerage services agreement to work as the buyer's agent.

### **Disclosed Dual Agent**

A disclosed dual agent represents both the buyer and seller in a real estate transaction. To work as a dual agent, a firm must first obtain the informed written consent of the buyer and the seller. Disclosed dual agency is most likely to occur when a buyer's agent shows the buyer properties owned by sellers who are represented by the same brokerage firm that the buyer's agent is affiliated with.

A brokerage firm acting as a disclosed dual agent may not put one party's interests ahead of the other party's and cannot advise or counsel either party on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party. When working as a disclosed dual agent, a brokerage firm must have the express permission of a party prior to disclosing confidential information to the other party. Such information includes the highest price a buyer can afford to pay and the lowest price a seller will accept and the parties' motivation to buy or sell.

Disclosed dual agents must carefully explain to each party, that, in addition to working as their agent, their firm will also work as the agent for the other party. They must also explain the effects of dual representation on the firm's fiduciary duties to each party, including that by consenting to the dual agency relationship, the buyer and seller are forfeiting their right of undivided loyalty.

In the absence of designated agency, disclosed dual agents include all persons licensed with the brokerage firm, which has been authorized through a brokerage services agreement to work with both parties as disclosed dual agents.

Buyers and sellers should carefully consider the consequences of a dual agency before agreeing to such representation.

### **Designated Agent**

Upon the informed written consent of the buyer and the seller, a brokerage firm that represents both parties as a disclosed dual agent may designate separate individual agents to represent the buyer and seller. Each designated agent represents the interests of their designated principal (the buyer or seller) and advocates on their behalf in negotiations between the buyer and seller. Designated agents have duties that are the same as a buyer's or seller's agent, as applicable, which are summarized above. The brokerage firm, under whose supervision the designated agent functions, remains a dual agent of both buyer and seller and accordingly cannot provide undivided loyalty to either party.

### **Transaction Broker**

New Jersey law does not require real estate brokerage firms to work in the capacity of an "agent" when providing brokerage services. A transaction broker works with the buyer or seller or both in the transaction without representing either party. A brokerage firm acting in the capacity of transaction broker serves as a manager of the transaction and performs tasks to facilitate the closing of the transaction.

A transaction broker must communicate and work with all parties to assist them in arriving at a mutually acceptable agreement and in closing the transaction but cannot advise or counsel either party on how to gain an advantage at the expense of the other party. Transaction brokers are required to treat all parties fairly and to act in a competent manner but are not required to keep any information confidential.

The transaction broker relationship extends to all persons licensed with the brokerage firm, which has been authorized through a brokerage services agreement to work as a transaction broker.

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**YOU MAY OBTAIN LEGAL ADVICE ABOUT THESE BUSINESS RELATIONSHIPS FROM YOUR OWN LAWYER. THIS STATEMENT IS NOT A CONTRACT AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**


## Acknowledgment of Receipt of Consumer Information Statement (CIS)

### For Sellers and Landlords

By signing this Consumer Information Statement, I acknowledge that I received this Statement from

JESSE BRIGLIA of FOX REAL ESTATE  
(Print Name of Licensee) (Print Name of Brokerage Firm)

prior to discussing my motivation to sell or lease or my desired selling or leasing price with one of its representatives.

Signed: 

dotloop verified  
04/28/25 8:47 AM EDT  
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### For Buyers and Tenants

By signing this Consumer Information Statement, I acknowledge that I received this Statement from

\_\_\_\_\_ of \_\_\_\_\_  
(Print Name of Licensee) (Print Name of Brokerage Firm)

prior to discussing my motivation to buy or lease or my desired buying or leasing price with one of its representatives.

Signed: \_\_\_\_\_