



Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
 - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
 - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES - WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "**single agency**");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "**appointed agency**");
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember!
Unless you enter into a written agreement for agency representation, you are a customer—not a client.

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee
This form was presented on (date) _____
To _____
Name of Buyer(s) or Seller(s)
by _____
Licensee's Name
on behalf of _____
Company/Agency

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To check on the license status of the real estate brokerage company or affiliated licensee go to www.maine.gov/professionallicensing. Inactive licensees may not practice real estate brokerage.

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: _____

DISCLOSURE PROVISIONS

APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are _____ and holds a _____ Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment of the Agent(s). Yes No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. Yes No

Page 1 of 4 Seller's Initials _____

COMPENSATION:

Agency commissions are not set by law and are fully negotiable.

In consideration of Agency's agreement to list and promote the sale of (all part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in

deed(s) recorded at said County Registry of Deeds in Book(s) _____, Page(s) _____, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$_____, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay this Agency a listing commission of \$_____ or _____% of the purchase price, whichever is greater.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency. Agency and Seller select the following:

CUSTOMER

Yes No If Buyer is a customer of Listing Agent and is not working with any other Agent or Agency, Seller agrees to pay this Agency an additional \$_____ or _____% of the purchase price, whichever is greater.

BUYER'S AGENCY

Yes No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
 Yes No This Agency's policy is to share compensation with Buyer agencies.
 Yes No If Yes, Seller consents to this Agency's policy of offering cooperative compensation to Buyer agencies for this transaction in the range of _____% to _____% of the purchase price.

TRANSACTION BROKERS

Yes No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
 Yes No This Agency's policy is to share compensation with transaction brokers.
 Yes No If Yes, Seller consents to this Agency's policy of offering cooperative compensation to transaction brokers for this transaction in the range of _____% to _____% of the purchase price.

DIRECT PAYMENT TO BUYER AGENCY

Yes No In addition to the listing commission above, Seller agrees to offer and/or market a direct payment to a Buyer agency.
(If Yes, select ONLY ONE below)
 Seller chooses not to specify an amount at this time.
 Seller agrees to offer a direct payment to Buyer agency in the amount of \$_____ or _____% of the purchase price, unless otherwise agreed to in a purchase and sale agreement.

BUYER CONCESSIONS

Yes No In addition to the listing commission above, Seller agrees to offer and/or market concessions towards Buyer's pre-pays, points and/or closing costs.
(If Yes, select ONLY ONE below)
 Seller chooses not to specify an amount at this time.
 Seller agrees to offer \$_____ or _____% of the purchase price towards Buyer's pre-pays, points and/or closing costs, unless otherwise agreed to in a purchase and sale agreement.

DISCLOSURE OF AGENCY COMPENSATION POLICIES

Yes No This Agency's policy is to compensate other agencies.
 Yes No If Yes, this Agency's policy is to compensate all other real estate brokerage agencies in the same manner.
 Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

TERM:

This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. Carryover Date: All rights under this paragraph shall expire on _____ (by statute cannot exceed 6 months from expiration).

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by _____ deed.
- To authorize a "For Sale" sign on the property. Yes No
- To authorize the advertising of the property. Yes No
- To authorize use of a key and/or a lock box on the property. Yes No
- To authorize Agency to divulge the existence of offers on or interest in the property. Yes No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of Information for marketing, appraisal and statistical purposes. Yes No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale. Yes No
- To authorize inclusion of street address of the property on Internet display to the public. Yes No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites. Yes No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites. Yes No
- This property is monitored by audio and/or video surveillance equipment. Yes No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and videotelephony.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.
- Seller authorizes the disclosure of information herein to Maine Listings, closing agent, and lender, if any, upon request for verification and compliance purposes.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following: _____

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: _____

Other Conditions: _____

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received a final protection order pursuant to Title 19-A, section 4110 or pursuant to a substantially similar provision of the law of another state or nation.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein. Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Seller

Seller

Seller

Seller

SELLER(S) Mailing Address: _____

SELLER(S) Phone Number(s): _____

SELLER(S) E-mail Address: _____

SELLER(S) Fax Number(s): _____

Accepted by AGENCY on _____ (Date)

By: _____

Name:

Its Authorized Signer



CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you for example, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a "SWIFT recall".
- 2) Then call your local law enforcement immediately (town police department or county sheriff's office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI for Maine coverage:

Bangor: 207-947-6670 -- Portland: 207-541-0700 -- Boston, MA: 857-386-2000

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN _____ (hereinafter "Seller")
AND _____ (hereinafter "Buyer")
FOR PROPERTY LOCATED AT _____

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (**check one below**):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (**check one below**):

_____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (**check one below**):

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

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.


Agent's Acknowledgment

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

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Have you tested your well water for arsenic?



Your water looks, smells and tastes fine. So why do you need to test it?

It is hard to believe that water that looks, smells and tastes fine may not be safe to drink. But the truth is that 1 in 10 wells in Maine has water that is high in arsenic. There are wells high in arsenic in all parts of Maine.

Protect your family. Test your well for arsenic every 3 to 5 years.

How to Test Your Well Water

1. Call a lab.

- Call a certified lab and ask for an arsenic test kit for your well water. You can find a lab at this website: wellwater.maine.gov. Or call the Maine Lab Certification Officer at 207-287-1929.
- If you have never tested your well water for bacteria, nitrites and nitrates, or other chemicals like radon, uranium and flouride, ask your lab for a test kit for all of these.

2. Do the test.

- Your test kit will arrive in the mail. It will have empty bottles, directions and forms to fill out.
- Follow the directions and mail the bottles back to the lab with the forms.

3. Get your results.

- Your test results will come to you in the mail.
- If you have too much arsenic in your water, or if you are not sure you understand your test results, call 866-292-3474 (toll-free in Maine) or 207-287-4311 to speak to an expert.

Why Arsenic is Bad

People who drink water with too much arsenic for many years are more likely to get cancer. Arsenic can cause skin, bladder and lung cancers.

It may cause low birthweight and affect brain development in babies if pregnant women drink water with too much arsenic in it. Arsenic can also affect brain development in young children. Other problems from drinking water with very high arsenic levels include: stomach pain, nausea, diarrhea, numbness or tingling in the hands and feet and changes in skin.

Your chance of having any of these health problems depends on:

- how much arsenic is in your water;
- how much water you drink;
- how long you have been drinking the water.

Solving Arsenic Problems

There are actions you can take to protect your family if your water has too much arsenic. First, you can switch to bottled water for drinking and making drinks. This will allow you time to decide if you want to install a water treatment system.

Call us at 866-292-3474 (toll-free in Maine) or 207-287-4311 if you have high arsenic. We can help you decide how to solve the problem.

Protect your family. Test your well.

- For more information: wellwater.maine.gov
- Call for advice: **866-292-3474** • TTY: Call Maine Relay 711



March 2020



Fact Sheet: Arsenic Treated Wood

Department of Health and
Human Services
11 State House Station
Augusta, ME 04333

Maine CDC
Environmental and
Occupational Health Program
Toll Free in Maine: 866-292-3474
Fax: 207-287-3981
TTY: 207-287-8066
Email: ehu@maine.gov

IF YOU WORK WITH CCA WOOD

- **NEVER** burn CCA wood.
- Wear gloves when handling CCA wood
- Wear a dust mask when sanding or cutting CCA wood
- Don't work with CCA wood in an enclosed area (like a garage)

Apply a coating to seal the wood every 1-2 years

TO LEARN MORE

Eric Frohberg
Environmental and
Occupational Health
Program
Maine CDC
Toll-free in Maine 866-
292-3474
TTY: 207-287-8066
www.maine.gov/dhhs/
eohp

Does Your New Home Have Arsenic (CCA) Treated Wood?

About half of all Maine homes have a deck, or playground or some other structure that is made of wood treated with arsenic. This wood is called "CCA pressure-treated wood" or just "pressure-treated" wood. The wood was treated with arsenic to protect against rot and insects.

Too much arsenic can cause cancer. So it is good to prevent arsenic getting into your body when you can. When you touch wood treated with arsenic, you can get arsenic on your hands. The arsenic on your hands can get into your mouth if you are not careful about washing before eating. Young children are most at risk because they are more likely to put their hands in their mouths. The good news is that there are simple things you can do to protect yourself and your family from arsenic treated wood. This fact sheet will tell you how.



Children touching unsealed treated wood, and then putting their hands in their mouths is the biggest concern.

First: Does your house have arsenic treated (CCA) wood?

When arsenic treated wood is new, it tends to have a greenish tint. When CCA wood is older, it is harder to tell. Ask your realtor if the seller knows whether CCA wood was used. You can also test the wood to find out if it contains arsenic. Call us to find out how.

Second: If so, reduce contact with the arsenic.

You can lower the amount of arsenic on the surface of the wood by applying a coating on the wood every 1-2 years. Oil-based sealants, varnishes, or polyurethane work best for sealing arsenic in the wood. Be sure to wash your children's hands when they finish playing on or near CCA wood.

Third: If you have any questions, call us toll-free in Maine: 866-292-3474

Common Questions

What is CCA wood?

CCA wood is made by dipping the wood in a mixture of chemicals. These chemicals include chromium, copper, and arsenic. This protects the wood against insects and rot. This wood is known as CCA wood or "pressure treated" wood. Most pressure treated wood in the U.S. is CCA wood. After December 31, 2003, no more CCA wood will be made for use around homes. CCA wood may still be sold for home use until April 1, 2004 in the state of Maine.

What is Arsenic?

Arsenic is found in soil and rocks. Most people get a little arsenic every day from the food they eat. Also, some people have arsenic in their private wells, which is why it is important that anyone with a well have it tested for arsenic. People who are exposed to too much arsenic over many years are more likely to get cancer.

PROPERTY LOCATED AT: _____

PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I - WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal _____ Unknown
 Drilled Dug Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump (if any): N/A Yes No Unknown
Quantity: Yes No Unknown
Quality: Yes No Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? Yes No
If Yes, Date of most recent test: _____ Are test results available? .. Yes No
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No
If Yes, are test results available? Yes No
What steps were taken to remedy the problem? _____

IF PRIVATE: (Strike Section if Not Applicable):

INSTALLATION: Location: _____
Installed by: _____
Date of Installation: _____

USE: Number of persons currently using system: _____
Does system supply water for more than one household? Yes No Unknown

Comments: _____

Source of Section I information: _____
Buyer Initials _____ Page 1 of 8 Seller Initials _____

PROPERTY LOCATED AT: _____

SECTION II - WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private Quasi-Public _____ Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?..... Yes No

If Yes, what results: _____

Have you experienced any problems such as line or other malfunctions? Yes No

What steps were taken to remedy the problem? _____

IF PRIVATE (Strike Section if Not Applicable):

Tank: Septic Tank Holding Tank Cesspool Other: _____
 Overboard Discharge (38 MRS Section 413(3) and (3-A))

Tank Size: 500 Gallon 1000 Gallon Unknown Other: _____

Tank Type: Concrete Metal Unknown Other: _____

Location: _____ OR Unknown

Date installed: _____ Date last pumped: _____ Name of pumping company: _____

Have you experienced any malfunctions? Yes No

If Yes, give the date and describe the problem: _____

Date of last servicing of tank: _____ Name of company servicing tank: _____

Leach Field: Yes No Unknown

If Yes, Location: _____

Date of installation of leach field: _____ Installed by: _____

Date of last servicing of leach field: _____ Company servicing leach field: _____

Have you experienced any malfunctions? Yes No

If Yes, give the date and describe the problem and what steps were taken to remedy: _____

Do you have records of the design indicating the # of bedrooms the system was designed for? Yes No

If Yes, are they available? Yes No

Is System located in a Shoreland Zone? Yes No Unknown

Comments: _____

Source of Section II information: _____

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: _____

SECTION III - HEATING SYSTEM(S)/HEATING SOURCE(S)

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System				
Age of system(s) or source(s)				
TYPE(S) of Fuel				
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)				
Name of company that services system(s) or source(s)				
Date of most recent service call				
Malfunctions per system(s) or source(s) within past 2 years				
Other pertinent information				

Are there fuel supply lines? Yes No Unknown

Are any buried? Yes No Unknown

Are all sleeved? Yes No Unknown

Chimney(s): Yes No

If Yes, are they lined: Yes No Unknown

Is more than one heat source vented through one flue? Yes No Unknown

Had a chimney fire: Yes No Unknown

Has chimney(s) been inspected? Yes No Unknown

If Yes, date: _____

Date chimney(s) last cleaned: _____

Direct and/or Power Vent(s): Yes No Unknown

Has vent(s) been inspected? Yes No Unknown

If Yes, date: _____

Comments: _____

Source of Section III information: _____

SECTION IV - HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property? Yes No Unknown

If Yes, are tanks in current use? Yes No Unknown

If no longer in use, how long have they been out of service? _____

If tanks are no longer in use, have tanks been abandoned according to DEP? Yes No Unknown

Are tanks registered with DEP? Yes No Unknown

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: _____

What materials are, or were, stored in the tank(s)? _____

Have you experienced any problems such as leakage: Yes No Unknown

Comments: _____

Source of information: _____

B. ASBESTOS - Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? Yes No Unknown

In the ceilings? Yes No Unknown

In the siding? Yes No Unknown

In the roofing shingles? Yes No Unknown

In flooring tiles? Yes No Unknown

Other: _____ Yes No Unknown

Comments: _____

Source of information: _____

C. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown

If Yes: Date: _____ By: _____

Results: _____

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No

Results/Comments: _____

Source of information: _____

D. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

If Yes: Date: _____ By: _____

Results: _____

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No

Results/Comments: _____

Source of information: _____

E. METHAMPHETAMINE - Current or previously existing: Yes No Unknown

Comments: _____

Source of information: _____

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: _____

F. LEAD-BASED PAINT/PAINT HAZARDS - (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?
..... Yes No Unknown Unknown (but possible due to age)

If Yes, describe location and basis for determination: _____

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: Yes No

If Yes, describe: _____

Are you aware of any cracking, peeling or flaking paint? Yes No

Comments: _____

Source of information: _____

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown

LAND FILL: Yes No Unknown

RADIOACTIVE MATERIAL: Yes No Unknown

Other: _____

Source of information: _____

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V - ACCESS TO THE PROPERTY

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? Yes No Unknown

If Yes, explain: _____

Source of information: _____

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? Yes No Unknown

If No, who is responsible for maintenance? _____

Road Association Name (if known): _____

Source of information: _____

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: _____

SECTION VI – FLOOD HAZARD

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines “area of special flood hazard” as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? Yes No Unknown

If Yes, explain: _____

Have any flood events affected a structure on the property? Yes No Unknown

If Yes, explain: _____

Has any flood-related damage to a structure occurred on the property? Yes No Unknown

If Yes, explain: _____

Has there been any flood insurance claims filed for a structure on the property? Yes No Unknown

If Yes, indicate the dates of each claim: _____

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? Yes No Unknown

If Yes, indicate the date of each payment: _____

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? Yes No Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?

Relevant Panel Number: _____ Year: _____ (Attach a copy)

Comments: _____

Source of Section VI information: _____

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: _____

SECTION VII - GENERAL INFORMATION

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....
..... Yes No Unknown

If Yes, explain: _____

Is a Forest Management and Harvest Plan available?..... Yes No Unknown

Is the property subject to any of the following relating to shoreland zoning ordinances: a) A notice of violation issued by a municipal official or state agency; b) A pending enforcement action; c) Litigation; d) A court judgment; or e) A settlement or consent agreement?..... Yes No Unknown

If Yes, explain: _____

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, photovoltaics, wind turbines): Type: _____

Year Principal Structure Built: _____ What year did Seller acquire property? _____

Roof: Year Shingles/Other Installed: _____

Water, moisture or leakage: _____

Comments: _____

Foundation/Basement:

Is there a Sump Pump? Yes No Unknown

Water, moisture or leakage since you owned the property: Yes No Unknown

Prior water, moisture or leakage? Yes No Unknown

Comments: _____

Mold: Has the property ever been tested for mold? Yes No Unknown

If Yes, are test results available? Yes No

Comments: _____

Electrical: Fuses Circuit Breaker Other: _____ Unknown

Comments: _____

Has all or a portion of the property been surveyed? Yes No Unknown

If Yes, is the survey available? Yes No Unknown

Manufactured Housing - Is the residence a:

Mobile Home Yes No Unknown

Modular Yes No Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure
..... Yes No Unknown

Comments: _____

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: _____

KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: _____

Comments: _____

Source of Section VII information: _____

SECTION VIII - ADDITIONAL INFORMATION

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

SELLER DATE SELLER DATE

SELLER DATE SELLER DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER DATE BUYER DATE

BUYER DATE BUYER DATE

