



**THIS IS FOR INFORMATION PURPOSES
THIS IS NOT A CONTRACT
REAL ESTATE BROKERAGE SERVICES DISCLOSURE
Rule 790-X-3-.13 (1)**

Alabama law requires you, the consumer, to be informed about the types of services, which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

A SINGLE AGENT is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

A SUB-AGENT is another agent/licensee who also represents only one party in a sale. A subagent helps the agent represent the same client. The client may be either the seller or the buyer. A subagent must also be completely loyal and faithful to the client.

A LIMITED CONSENSUAL DUAL AGENT is a licensee for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the clients conflict with one another.

A TRANSACTION BROKER assists one or more parties, who are customers, in a sale. A transaction broker is not an agent and does not perform the same services as an agent.

Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship:

- 1. To provide services honestly and in good faith;
- 2. To exercise reasonable care and skill;
- 3. To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge, or disclosure is authorized in writing;
- 4. Present all written offers promptly to the seller;
- 5. Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things that the licensee may do to assist you. Some examples are:

- 1. Provide information about properties;
- 2. Show properties;
- 3. Assist in making a written offer;
- 4. Provide information on financing.

You should choose which type of service you want from a licensee, and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction broker.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date, and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

Name of Licensee _____

Consumer Name(s) _____

Signature _____

Signature _____

Date _____

Date _____

Signature _____

Date _____

(Acknowledgement for Receipt Purposes Only)



Keller Williams® Realty Company Brokerage Policy

Keller Williams® Realty may exclusively represent an owner who is selling or leasing property or may represent a buyer or tenant in the purchase or lease of property. Each client, seller, landlord, buyer or tenant must enter into a written agreement with Keller Williams® Realty documenting the relationship of client and agent.

Keller Williams® Realty, when representing a buyer or tenant, will request compensation from the seller or landlord. If compensation is received, Keller Williams® Realty will not seek additional compensation from the buyer or tenant.

It is a natural occurrence in real estate sales for a firm to represent many owners, buyers, and tenants simultaneously. It is possible that clients of Keller Williams® Realty may be in competition with each other.

When a buyer, tenant, or owner chooses not to be represented, they must sign a form indicating their choice of being a customer. In this relationship, the customer may receive assistance through services described as “Ministerial Acts.” These services include preparing and presenting offers, locating lenders, inspectors, attorneys, insurance agents, surveyors, schools, shopping facilities, and other similar services. These “Ministerial Acts” shall not be construed as the creation of an agency relationship.

Each office (Market Center) of Keller Williams® Realty is independently owned. When an agent in one Keller Williams® Realty office sells a listing from another Keller Williams® Realty office there is no dual agency.

If two Keller Williams® Realty Agents in the same office are involved in a transaction with one representing the buyer/tenant and the other representing the seller/landlord, the broker has the right to designate each agent to represent his or her client exclusively without creating dual agency.

Keller Williams® Realty Company Brokerage Policy

When one Keller Williams® Realty agent represents both the buyer and the seller or the tenant and landlord in a transaction, both parties must give written consent to the dual agency.

Occasionally, Keller Williams® Realty will function as a transaction broker where both the buyer/tenant and seller/landlord are customers. Under this scenario, there is no agency relationship and neither party has representation. The services rendered are “Ministerial Acts”.

Keller Williams® Realty cooperates with other licensed real estate brokers by offering our listed properties for sale to buyers who are represented by buyer’s agents, to buyers assisted by transaction brokers who represent neither buyer nor seller, and to buyers who are customers of a cooperating broker. We share our commission with cooperating brokers under any of the relationships previously described. We do not offer sub-agency on any of our company listings.

Client

Customer

Buyer/Tenant Signature

Client

Customer

Seller/Landlord Signature

Agent’s Signature

Date

Keller Williams Realty
Limited Consensual Dual Agency Agreement
(For Keller Williams Sellers and Keller Williams Buyer-Broker Purchasers)

Our policy, acceptable to you by signature below, in the event the listing agent or any other agent at KELLER WILLIAMS Realty is the selling agent of a property listed with KELLER WILLIAMS Realty, will be one of LIMITED CONSENSUAL DUAL AGENCY as described below.

Serving as a Limited Consensual Dual Agent, the agent(s) will be representing both the buyer and seller, therefore the agent(s) will NOT represent the interest of one party to the exclusion or detriment of the interest of the other party in a LIMITED CONSENSUAL DUAL AGENCY agreement, both parties to a possible sales contract (the seller and buyer) agree to the following as an acceptable course of conduct of the LIMITED CONSENSUAL DUAL AGENT.

The LIMITED CONSENSUAL DUAL AGENT will:

1. Conduct himself with honesty, integrity and in a professional manner toward all parties in a transaction.
2. Not knowingly promote the advantages of one party in a transaction to the detriment of another.
3. Honestly apply his expertise, skills, knowledge, and experience to help facilitate a fair transaction for all parties.
4. Not disclose information received in confidence to anyone without the permission of the person who confided same to agent (Confidential information includes: price a party is willing to pay, motivation to sell or buy, negotiating strategy, etc.).
5. Act as an intermediary in a transaction between the parties and as the follow-up person in order that everything necessary for the completion of the transaction comes together for a successful closing.
6. Respond honestly and accurately to questions concerning the property.

In a LIMITED CONSENSUAL DUAL AGENCY role, KELLER WILLIAMS Realty will be contributing our time, effort, expertise, knowledge and skills to help the parties obtain an agreement that is acceptable to both the seller and buyer.

I have read and understand the above agreement and have agreed, at time of signing an Exclusive Right To Sell Listing Agreement or a KELLER WILLIAMS Buyer-Broker Agency Agreement, to allow KELLER WILLIAMS Realty to be a LIMITED CONSENSUAL DUAL AGENT.

KELLER WILLIAMS Listed Seller Date

KELLER WILLIAMS Buyer Broker Purchaser Date

KELLER WILLIAMS Listed Seller Date

KELLER WILLIAMS Buyer Broker Purchaser Date

Before considering an offer to purchase or sell property located at _____, by signature below, I am affirming my prior decision to allow KELLER WILLIAMS Realty to be a LIMITED CONSENSUAL AGENT in sale of the above property.

KELLER WILLIAMS Listed Seller Date

KELLER WILLIAMS Buyer Broker Purchaser Date

KELLER WILLIAMS Listed Seller Date

KELLER WILLIAMS Buyer Broker Purchaser Date

MLS DATA INPUT LISTING AGREEMENT & SELLER AGENCY AGREEMENT

The undersigned _____, hereinafter referred to as Seller, of the below described property, do hereby grant to _____, hereinafter referred to as Broker, the sole and exclusive right to sell, trade, convey, or exchange the property upon the terms and conditions set forth below and hereby appoint Broker exclusive agent to represent Seller as Client and to market the subject property to all potential buyers, including both customers and/or clients of Broker. Broker shall be deemed by law to be the author of all property listings written by Associate, and Broker is entitled to and shall own all copyright rights therein and all other intellectual or other property rights in or relating thereto. Such right, title, and interest shall be deemed assigned as of the moment of creation without the necessity of any further action on the part of either party.

The Real Property is described as follows: Street Address _____, City _____, County _____, State _____ Zip _____. Legally described as Lot ____ Block ____ Survey _____ Map Book _____ Page _____.

THE ATTACHED SELLER PROPERTY INFORMATION SHEETS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL ESTATE BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, NATIONAL ORIGIN OR FAMILIAL STATUS.

_____ (initials of Seller)

SELLER AND BROKER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE MLS AND THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., AGAINST AND FROM ANY CLAIMS, SUITS, DAMAGES, LOSSES OR OTHER COSTS OR EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RELATING TO, ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED INACCURATE OR INCOMPLETE INFORMATION OR UNLAWFUL RESTRICTIONS OR REMARKS REGARDING THE PROPERTY THAT IS ENTERED INTO THE MLS SYSTEM BY BROKER.

_____ (Initials of Seller)

1. **PERIOD OF AGREEMENT:** This Agreement shall be effective for a period of time beginning on _____, 20____, and ending on _____, 20____, at 12:00 Midnight, unless the expiration date is extended in writing.
2. **TERMS/CONDITIONS ON WHICH PROPERTY IS TO BE OFFERED FOR SALE:** Seller and Broker agree that the Property shall be offered for sale on the following terms and conditions, or on such terms and conditions that Seller and Broker may subsequently agree to.
 - (a) Price \$ _____ Payment Terms: _____
 - (b) Seller agrees to maintain and keep in force sufficient hazard insurance until Property is sold and closed.
3. **LIMITED CONSENSUAL DUAL AGENCY:** See Company Policy as provided on Addendum _____.

4. **DISCLOSURE:** Seller hereby specifically authorizes Broker and all cooperating Brokers to disclose to prospective buyers, to the extent required by law, any defects, latent or otherwise, known to them. Seller acknowledges that Broker and Broker's licensees do not have the responsibility to discover latent defects in the Property or to advise on matters outside the scope of their licenses.

5. **LEAD-BASED PAINT:** Seller represents that, to the best of Seller's knowledge, the residence on the Property was was not constructed before January 1, 1978. Seller acknowledges that, if the residence was constructed prior to January 1, 1978, Seller will be required to provide to purchaser an EPA-approved lead hazard information pamphlet, make certain disclosures regarding the presence of any known lead-based paint or lead-based paint hazards on the Property and (unless the parties agree to a different period or the purchaser waives his/her rights in writing) permit the purchaser a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

6. **MARKETING THE PROPERTY:**

(a) Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller gives Broker the exclusive right to place a "For Sale" or other appropriate signs on the Property. Seller also agrees to (i) refer all inquiries regarding the Property to Broker promptly; (ii) furnish Broker with keys to the Property; (iii) allow the use of Seller's name and Seller Property Information Sheets in marketing the Property; and (iv) make the Property available for showing during reasonable hours to prospective purchasers.

(b) Seller does does not request that the Property be published in the Birmingham Area Multiple Listing Service, Inc. ("MLS") system. Seller does does not authorize broker to disseminate property information to the public through other print and/or electronic media. If the Property Listing is filed with the MLS, Seller and Broker acknowledge that the MLS is not obligated to, cannot reasonably and does not review this Agreement, the Seller Property Information Sheets, or other such information or data provided by Seller and Broker for MLS Publication for accuracy or completeness.

_____ (initials of Seller)

(c) I do do not give permission for an Electronic Other lockbox to be placed on my Property. If I give permission for a lockbox to be used, I hereby release and hold harmless the MLS, the MLS Brokers and their agents from all responsibility for any loss, damage or theft which might occur while the Property is listed. I ALSO ACKNOWLEDGE THAT A LOCKBOX IS INTENDED ONLY AS AN AID TO MARKETING THE PROPERTY. IT IS NOT INTENDED OR DESIGNED AS A SECURITY DEVICE.

_____ (initials of Seller)

7. **PHOTOGRAPHIC SERVICES:**

(a) Authorization: Seller hereby authorizes Broker to have interior and exterior photographs of the Property taken (the "Photographic Services") and have such photographs (the "Photographs") digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including and without limitation, in and through computerized Multiple Listing Service (MLS), television programs, internet programs, local publications, fact sheets concerning the property, as well as any other use, media or means to aid in the sale or rental of Seller's property.

(b) Waiver: Seller hereby waives, acquits and forever releases Broker, its officer(s), director(s), employee(s), broker(s), agent(s), and representative(s) from any responsibility or liability concerning any Photographic Services, any Photograph, or the use, distribution, or display of any Photographs in any form, media or manner.

8. **BROKERAGE FEE:** THE BROKERAGE FEE PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., BUT IN ALL CASES IS SET BY THE BROKER AND THE SELLER. In this Agreement, Seller agrees to pay Broker a brokerage fee as indicated below:
- (a) For finding a purchaser, ready, willing and able to purchase the Property upon the terms herein mentioned or at any price upon terms acceptable to Seller, Seller agrees to pay Broker a brokerage fee of _____, whether Purchaser be secured by Broker or Seller, or by another person, or, if the Property is afterward sold within _____ days from the termination of this Agreement or extensions thereof, to any person to whom the Property has been shown by anyone including the Seller during the listing period. However, no brokerage fee shall be due Broker if after this listing is expired the Property is relisted with another licensed real estate broker and sold through his/her exclusive right of sale.
- (b) Seller agrees that the Broker may engage other Brokers to assist in marketing the Property and may share its brokerage fee with such other brokers on a basis determined solely by Broker (but shall not be required to do so under this Agreement). In any event, Seller will pay the full brokerage fee as directed by the Broker.
9. **EARNEST MONEY & BUYER'S DEFAULT:** Seller acknowledges that earnest money will be held in trust by a designated party until a Contract has been accepted and signed by all parties. Once a Contract is accepted and signed by all parties the Earnest Money will be promptly deposited into an escrow account. In the event an offer or counteroffer is not accepted, the Earnest Money shall be returned to the Buyer without a signed release. If the Contract is accepted and signed by all parties and the sale does not close, a separate mutual release signed by all parties to the Contract will be required before the Earnest Money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule 790-X-3-.03(4), (5), must either retain the escrowed funds until there is a written mutual release among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorney fees, and other expenses relating to the interpleader; provided, however, that any Claim shall remain subject to mediation and arbitration. In the event of default by Buyer, all deposits made may be forfeited as liquidated damages at the option of Seller.
10. **NO OTHER AGREEMENTS:** Seller and Broker acknowledge that there are no other agreements, promises or understandings either expressed or implied between them other than as specifically set forth herein. Seller warrants that there are no prior agreements on this property (listing, sale or otherwise) that have not been terminated.
11. **ATTORNEY FEES; COSTS OF LITIGATION:** If suit is brought to collect the compensation provided herein, or if Broker successfully defends any action brought against Broker by Seller relating to this Agreement or under any sales agreement relating to the Property, and Broker prevails, Seller agrees to pay all costs incurred by Broker in connection with such action, including reasonable attorney's fees.
12. **SELLER'S WARRANTY OF AUTHORITY, ACCURACY AND COMPLETENESS OF INFORMATION:** Seller specifically represents and warrants that Seller has complete authority to sell the Property and convey title. Seller has personally reviewed this Agreement and the attached Seller Property Information Sheets and any other exhibits and acknowledges that all of the information in this Agreement, the Seller Property Information Sheets, and exhibits relating to the description and physical condition of the Property were provided by Seller and are accurate and complete to the best of Seller's knowledge. SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BROKER AND BROKER'S AGENTS AGAINST AND FROM ANY LOSSES, DAMAGES, CLAIMS, SUITS OF LAW (INCLUDING COURT COSTS AND ATTORNEY'S FEES) OR OTHER COST OR EXPENSES RELATING TO OR RESULTING FROM ANY COPYRIGHT INFRINGEMENT (DIRECT, CONTRIBUTORY, OR OTHERWISE), BY ANY ENTITY, OR RESULTING FROM ANY ACTUAL OR ALLEGED INACCURACY OR INCOMPLETENESS OF THE

Birmingham Area MLS – Seller Information Sheet – Residential

Fields headed in blue are optional. All other fields are required.

County: _____ ListDate: _____ ExpDate: _____ ListPrice: _____

Property Type (only 1 selection):

ConvSnglFam
 Condo
 Farm
 Lake/Resort
 Manufactured
 Townhouse

LOCATIONAL INFORMATION:

Street #: _____ Street Name: _____ Direction: _____

Unit/Lot#: _____ City: _____ State: _____ Zip: _____

Area: _____ Parcel #: _____

Subdivision (common name, not legal description): _____

MapBook/Page (from tax record): _____

Elementary: _____ Jr/Middle: _____ Sr High: _____

Legal Description (copy & paste from Tax Record): _____

Driving Directions (No Contact Info allowed. Phrases "call agent", "see map" are not to be used): _____

AGENT INFORMATION:

List Agent ID: _____ List Agent Name: _____

Co-List ID: _____ CoList Agent: _____ Owner Name: _____

List Type:
 Exclusive Right to Sell
 Exclusive Agency
 Exclusive Right with Prospect Reservations

Adv (Advertising=Yes posts listings to Realtor.com and IDX sites): Yes No Owner Phone: _____

Broker Relationship:
 Agency
 Transaction Broker

Financing:
 Cash
 Conv
 FHA
 Lease Purchase
 Owner Held Mortgage
 VA

Commission-Selling Agency (\$ or %): _____ SubAgency _____ BuyerBrkr _____ TransBrkr _____

DVRC (Dual or Variable Rate Commission – See Section 6.3 of Rules): Yes No

Interoffice Info (not shared/visible in MLS outside listing office): **Contact Name:** _____

Contact Phone: _____ **Alternate Phone:** _____

Miscellaneous: _____ Lockbox:
 Electronic
 Combination
 Key
 None

Contact Order (if different from the contact order as specified in Setup in MLS): _____

PROPERTY DETAILS

Rooms (must identify room & level for 2 more than the total number of bedrooms):

Room:	Lvl:	Room:	Lvl:	Room:	Lvl:	Room:	Lvl:	Room:	Lvl:
Master Bedroom		Bonus Room		Great Room		Loft		Play/Rec	
Bedroom #2		Breakfast Room		In-Law Suite		Media Room		Study	
Bedroom #3		Basement Den		Keeping Room		Mud Room		Sunroom	
Bedroom #4		Den		Kitchen		Music Room		2 nd Master	
Master Bath		Dining Room		Laundry		Office		2 nd Kitchen	
Full Bath		Exercise Room		Living Room					
Half Bath		Family Room		Living/Dining					

Birmingham Area MLS – Seller Information Sheet – Residential

Fields headed in blue are optional. All other fields are required.

Year Built: _____ # Bedrooms: _____ # FullBaths: _____

Year Built Description: Existing New Complete Under Construction Proposed Construction

Lead Paint Disclosure: Yes No _____ **Seller's Initials** # Half Baths: _____

Construction: StartDate: _____ CompletedDate: _____ HousePlan: _____

Car Garaged Spaces _____ # Garaged Main Level _____ # Garaged Basement _____

Fireplace _____ **Termite Contract:** Yes No Name: _____

Annual Tax: _____ Flood Plain: Yes No _____ **Seller's Initials**

Acres: _____ Lot Dimensions: _____ **Waterfront Feet:** _____

Waterfront: Yes No **Waterfront Name:** _____

Fees (Mark Yes, No or Included in Association Fee. If Yes, specify dollar amount & whether this is Monthly, Quarterly, or Yearly):

- Condo/Townhome: Yes No \$ _____ Monthly Quarterly Yearly
- Association Fee: Yes No \$ _____ Monthly Quarterly Yearly
- Garbage Fee: Yes No Included \$ _____ Monthly Quarterly Yearly
- Fire Fee: Yes No Included \$ _____ Monthly Quarterly Yearly
- Library Fee: Yes No Included \$ _____ Monthly Quarterly Yearly

Pool: Yes No Foreclosure: Yes No Pool Type: Community Personal

Consumer Notes: *(property specific, no contact info- no phone #'s, agent/company name, no URL/websites, no HTML coding):*

Agent Notes: _____

Style:	1 Story	1.5 Story	2 Story
Condo 1 st Floor	Condo 2 nd Floor	Condo 3 rd Floor	Garden/Patio
Highrise	Historic	Loft	Log House
Split Foyer	Split Level	Tri-Level	

Parking:	1 Car Garage	2 Car Garage	3+ Car Garage
1 Carport	2 Carport	3+ Carport	Assigned Parking
Attached	Basement Garage	Boat Parking	Circular Drive
Covered Parking	Detached Garage	Driveway	Entrance-Garage Front
Entrance-Garage Rear	Entrance-Garage Side	Lower Level	Main Level
None	Off Street	RV Parking	Unassigned Parking
Uncovered			

Construction:	1 Side Brick	2 Side Brick	3 Side Brick
4 Side Brick	Brick over Foundation	Concrete/Block	EIFS
Shingle	Siding-Hardiplank	Siding-Other	Siding-Vinyl
Siding-Wood	Stone	Stucco	Wood

Foundation:	Crawl Space	Daylight Basement	Finished Basement
Full Basement	Partial Basement	Plumbing Stubbed-Bsmt	Poured Concrete Walls
Slab	Unfinished Basement	Other	

Birmingham Area MLS – Seller Information Sheet – Residential

Fields headed in blue are optional. All other fields are required.

Fireplace:	Blower Fan	Brick	Gas Logs
Gas Starter	Insert	Marble	Masonry
See-Through	Stone	Tile	Ventless
Wood Burning	Tri-Level		

Fireplace Location:	Bedroom	Den	Family Room
Great Room	Hearth Room	Kitchen	Living Room
Master Bedroom	Play/Rec Room		

Sewer/Septic:	Connected	Septic	Other
----------------------	-----------	--------	-------

_____ Sellers' Initials

Energy Features:	Ceiling Fans	Double Pane Windows	Generator
Insulated Door	Power Vent	Program Thermostats	Ridge Vents
Storm Door			

On-Site:	Yes	No	Hours/Days:
-----------------	-----	----	-------------

Utilities/Property Access:	2+ Water Heaters	Alley	Curb & Gutters
Dirt Road	Gravel Road	Other	Paved Road
Private Water	Private Road	Public Water	Underground Utilities
Well Water	Water Heater-Electric	Water Heater-Gas	Water Heater-Solar

Heating:	3+ Systems	Central	Dual Systems
Electric	Forced Air	Gas Heat	Gas Jets
Heat Pump	Humidifier	Hydroheat System	No Heat
Piggyback System	Propane Gas	Solar Heat	Space Heaters
Steam Heat	Zoned		

Cooling:	3+ Systems	Central	Dual Systems
Electric	Heat Pump	Hydroheat System	No Air
Piggyback System	Window Units	Zoned	

Lot Description:	Acreage	Corner Lot	Cul-de-sac
Golf Community	Golf Lot	Horses Permitted	Heavy Treed Lot
Interior Lot	Irregular Lot	Pasture	Some Trees
Subdivision	Vacant Lot	View	Water Access
Waterfront Lot			

Fee Includes:	Cable TV Connection	Garbage Collection	Common Grounds Maint.
Insurance-Building	Management Fee	None	Other
Pest Control Service	Recreation Facility	Reserves-Improvements	Sewage Service
Util. Common Elements			

Laundry:	Dryer Hookup-Electric	Dryer Hookup-Gas	Floor Drain
Laundry-Basement	Laundry Chute	Laundry-Main Level	Laundry Room
Laundry Upstairs	None	Room for Freezer	Utilities in Garage
Utility Sink	Washer Hookup		

Amenities:	BBQ Area	Boating	Campground
Clubhouse	Common Elevator	Common Mailbox	Curb & Gutters
Fishing	Gated Entrance	Golf	Greenbelt
Guarded Entrance	Horse Facilities	Laundry Facilities	Marina
Park	Playground	Pool	Private Lake
Racquetball Court	Sauna	Sidewalks	Skiing
Spa	Street Lights	Tennis Courts	Walking Paths

Birmingham Area MLS – Seller Information Sheet – Residential

Fields headed in blue are optional. All other fields are required.

Interior Features:	Attic Pull-Down	Attic Walk-In	Attic Walk-Up
Bay Window	Cathedral/Vaulted Ceilings	Ceilings 9 feet+	Central Vacuum
Elevator	Handicapped Features	Handiman Special	Home Theater
Intercom System	Multiple Staircases	Plantation Shutters	Sauna
Security System	Skylight	Smooth Ceilings	Sound System Wiring
Spa	Textured Walls	Tray Ceiling	Wet Bar
Window Treatment-All	Windw Treatmnt-Some		

Exterior Features:	Balcony	Barn	Boat House
Deck-Covered	Deck-Open	Deck-Screened	Dock
Fenced Yard	Gazebo	Greenhouse	Grill
Guest Quarters	Gutters	Handicapped Features	Hot Tub
Lake	Lighting System	Marina	Patio-Covered
Patio-Open	Patio-Screened	Pond	Porch-Covered
Porch-Open	Porch-Screened	River	Sprinkler
Storage Building	Workshop		

Kitchen Features:	Breakfast Bar	Eating Area	Island
Laminate Counters	Pantry	Solid Surface Counters	Stone Counters
Tile Counters			

Kitchen Equipment:	Compactor Built-In	Continuous Clean Oven	Convection Oven
Cooktop-Electric	Cooktop-Gas	Double Oven	Dishwasher Built-In
Disposer	Freezer	Ice Maker Built-In	Indoor Grill
Microwave Built-In	None	Oven-Electric	Oven-Gas
Plumbed-Gas Kitchen	Refrigerator	Self-Cleaning Oven	SomeStainlessAppliances

Floors:	Brick	Carpet	Hardwood
Hardwood under Carpet	Hardwood Laminate	Marble	Other
Parquet	Slate	Stone	Tile
Vinyl			

Bed/Bath Features:	Double Shower	Garden Tub	Jetted Tub
Linen Closet	Separate Shower	Separate Vanities	Shared Bathroom
Sitting Area in Master	Split Bedrooms	Tub/Shower Combo	Walk-In Closets

Pool Features:	Above Ground	Cleaning System	Heated Pool
Indoor Pool	In-Ground Pool	Perimeter Fencing	

Showing Instructions:	Call Listing Agent	Call Listing Office	Call Owner
Showing Service			

Waterfront Amenities:	Direct Water Access	Boat Launch	Motorized Boats Allowed
Non-Motorized Boats Only	No Boats	Swimming Allowed	Swimming Not Allowed
Fishing Allowed	Skiing Allowed	Community Pool	Beach
Gated – Private	Golf Access	Golf Cart Path	Club House
Lake View	Mountain View	City View	Marina
Boat Storage Facility	Running/Walking	Bike Trails	Hiking Trails

By Seller's signature(s) below, Seller acknowledges that Seller has personally reviewed the information set forth above in this Seller Information Sheet and has verified, and does hereby represent and warrant, that all said information was provided by Seller and is accurate and complete to the best of Seller's knowledge.

Seller _____

Date _____

Seller _____

Date _____

Keller Williams Realty®

Listing Agreement Addendum

Seller hereby appoints Keller Williams Realty to act as its sole and exclusive Single Agent (an agent who is engaged by and represents only one party in a transaction) unless otherwise agreed to below.

1. Seller does , does not authorize Keller Williams Realty to offer Sub Agency to be used in marketing Seller's property. The compensation offered to the Sub Agent shall be a fee of \$_____ or _____% of Purchase price.
2. Seller does , does not authorize Keller Williams Realty to offer Buyer Agency to be used in marketing Seller's property. The compensation offered to a Buyer Agency Broker shall be a fee of \$_____ or _____% of the Purchase price.
3. Seller does , does not authorize Keller Williams Realty to offer Transaction Brokerage to be used in the marketing of the Seller's property. The compensation offered to a Transaction Broker shall be a fee of \$_____ or _____% of the Purchase price.
4. In the event a potential purchaser with whom Keller Williams Realty is acting as Buyer Broker, wishes to make an offer on the property, Seller does , does not authorize Keller Williams Realty to act as Limited Consensual Dual Agent in the sale of the property, representing BOTH the seller and buyer in the transaction.

The principle function of Keller Williams Realty as a Limited Consensual Dual Agent is to help both parties (the seller and buyer) reach a mutually satisfactory outcome to their negotiations. In this capacity, Keller Williams Realty must avoid showing favoritism to either party and refrain from revealing confidential information that could prove detrimental to one side or the other.

Should seller authorize Keller Williams Realty to act as "Limited Consensual Dual Agent," Seller agrees that the attached Limited Consensual Dual Agent Agreement shall be signed at time of signing the attached Exclusive Right To Sell and reaffirmed at time of contract.

Seller hereby authorizes Keller Williams Realty to provide data to appraisers, lenders, other brokers and buyers about comparable listing and sold properties from the Multiple Listing Service in order to assist them in valuing the property.

Seller acknowledges that this Listing Agreement Addendum has been explained and that this agreement shall become an integral part of the Exclusive Right to Sell Property Listing Agreement that Seller is entering into with Keller Williams Realty simultaneously with the signing of this Agreement.

Seller Date

Seller Date

Keller Williams Realty Listing Agent Date



THIS IS TO GIVE YOU NOTICE THAT PREMIER HOOVER, LLC, D.B.A. KELLER WILLIAMS REALTY – HOOVER HAS A BUSINESS RELATIONSHIP WITH:

WELLS FARGO HOME MORTGAGE

JEFFERSON TITLE COMPANY

REDDY 2 MOVE, MOVING COMPANY

ALLSTATE INSURANCE COMPANY

AHS HOME WARRANTY

BECAUSE OF THIS RELATIONSHIP THIS REFERRAL MAY PROVIDE KELLER WILLIAMS REALTY HOOVER WITH A FINANCIAL OR OTHER BENEFIT.

PLEASE ALSO NOTE THAT THE BROKER AND/OR ITS AGENTS MAY OBTAIN MARKETING OR OTHER FEES FOR DISPLAYING, PROMOTING, AND/OR EXPLAINING THE SERVICES OF OTHER PROVIDERS, INCLUDING BUT NOT LIMITED TO WELLS FARGO, JEFFERSON TITLE, ALLSTATE INSURANCE, AHI HOME WARRANTY AND REDDY 2 MOVE, WITH WHOM IT HAS BUSINESS OR CONTRACTUAL RELATIONSHIPS BUT WITH WHOM NEITHER KWRI, BROKER NOR ITS AGENTS HAVE ANY OWNERSHIP INTEREST OR AFFILIATE RELATIONSHIP. YOU ARE NOT REQUIRED TO DO BUSINESS WITH ANY OF THESE SERVICE PROVIDERS UNLESS YOU CHOOSE TO.

ACKNOWLEDGMENT

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT PREMIER HOOVER, LLC, DBA KELLER WILLIAMS REALTY, HOOVER IS REFERRING ME/US TO PURCHASE THE ABOVE DESCRIBED SETTLEMENT SERVICES AND THAT IT, ITS AGENTS, AND/OR FRANCHISOR MAY RECEIVE FINANCIAL OR OTHER BENEFIT FROM ANY SUCH REFERRAL.

SIGNATURE

DATE

PRINTED NAME

DATE



HOME WARRANTY AGREEMENT ADDENDUM

IF A HOME WARRANTY PLAN IS IMPLEMENTED, ITS FEE IS DUE AT CLOSING.

I DESIRE:

_____ Home buyer's coverage with _____.
(warranty company name)

_____ Home seller's and home buyer's coverage with _____.
(warranty company name)

I understand that this plan is being sold in conjunction with an underlying real estate transaction and that, to the best of my knowledge, all eligible items of equipment are in good working order. I have received a copy of my Home Warranty Agreement.

Seller's Signature: _____

Seller's Signature: _____

Date: _____

Agent: _____

I DESIRE:

_____ To decline the benefits of this coverage

I am waiving this program; applicant agrees to hold harmless the Real Estate Broker and/or Agent against any liability resulting from failure of systems and appliances that would have been covered by this Plan.

Seller's Signature: _____

Seller's Signature: _____

Date: _____

Agent: _____

LEAD BASED PAINT ADDENDUM TO PURCHASE AGREEMENT

The terms and conditions of this Addendum form a part of that certain contract dated _____, 20____, between the undersigned Purchaser(s) and Seller(s) for the purchase of property located at _____

CONTINGENCY

- This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00 p.m. on the tenth calendar-day after contract ratification or a date mutually agreed upon, said date agreed to be: _____, 20____. (Intact lead-based paint is not necessarily a hazard. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.)
- This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report.
- The Seller may, at Seller's option, within _____ days after delivery of the addendum, elect in writing to correct the conditions prior to settlement.
 - If the Seller will correct the condition(s), the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement.
 - If Seller does not elect to make repairs, or if the Seller makes a counter-offer, the Purchaser shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as is" condition with respect to the presence of lead-based paint and/or hazards or this contract shall become void.
- The Purchaser may remove this contingency at any time without cause.

LEAD WARNING STATEMENT

Every purchaser of any interest in residential 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 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.

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

SELLER'S DISCLOSURE - Initial

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

Known lead-based paint 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 below):

Seller has provided the purchaser 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.

PURCHASER'S ACKNOWLEDGMENT - Initial

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

_____ (d) Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home".

_____ (e) Purchaser has (check one below):

Received a ten (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.

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 - Initial

_____ (f) Agent has informed the seller of seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

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

_____	_____	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.