



LISTING CONTRACT
(Exclusive Right to Sell)



1 This Listing Contract ("Contract") is entered into by F.C. Tucker Company, Inc. ("REALTOR®"), and real estate
2 licensee/sales associate Janko Realty Group ("AGENT") and
3 Example Only ("SELLER"), for the exclusive right to sell real
4 estate (the "Property") known as 123 Main St in
5 Township, County,
6 Indiana, which is legally described as:

8 In consideration of mutual promises and services to be performed, AGENT is hereby appointed as the SELLER'S agent
9 with the irrevocable and exclusive rights to sell the Property, subject to the following terms and conditions.

10 A. TERM: This Contract shall be for a period of 6 months commencing on and shall
11 continue until 11:59 PM on , unless extended in writing by all parties. However, if the SELLER and
12 a purchaser sign a Purchase Agreement, Option to Purchase Real Estate, Right of First Refusal, or a
13 Lease/Option to Purchase during the term of this Contract, but the closing of the sale of the Property will not
14 take place until after the original term of this Contract, then this Contract shall automatically be extended to
15 coincide with the closing date.

16 B. PROFESSIONAL SERVICE FEE: SELLER agrees to pay REALTOR® a fee of %
17
18 of the gross sales price (minimum of \$ U.S. Dollars), which shall be paid upon
19 the occurrence of any of the following events:

- 1. At the time of the closing of the sale, when title to or an interest in the Property is transferred to a purchaser; or
2. At the time of default by SELLER, if at the time, SELLER and a prospective purchaser have entered into a fully executed, written Purchase Agreement; or
3. At the time the SELLER sells the Property to a purchaser procured in whole or in part by the efforts of REALTOR®, AGENT, a cooperating Broker or the SELLER from the date of or during the term of this Contract, if such sale occurs pursuant to a Purchase Agreement entered into within 180 days after this Contract terminates; provided, however, this paragraph shall not apply if this Contract terminates and the Property is listed exclusively with another licensed Broker; or
4. At the time of the closing of the sale pursuant to an option to purchase, right of first refusal or lease/option to purchase entered into as of the date of this Contract or during the term of this Listing Contract (or within the extension period with a purchaser with whom the SELLER had negotiations during the term hereof) even though the exercise of the option and the closing takes place after the term and extension period of this listing contract. Any commission required to be paid under terms (1) and (3) above, shall be deemed payable at the closing of the transaction when title to or any interest in payment is transferred to a purchaser. Any commission required to be paid under terms (2) and (4) above shall be deemed payable on demand from REALTOR®.
5. SELLER has been advised of REALTOR®/AGENT Cooperative Compensation Policy, which is 3.000 % of the gross sales price.

39 C. PRICE AND POSSESSION:
40 List Price: \$ (U.S. Dollars) Possession Date: Negotiable
41 SELLER represents that SELLER is not delinquent on any loans which could constitute a lien on
42 the Property; SELLER represents that the total loans affecting the Property do not exceed the
43 list price and costs of sale. The SELLER is not a party to any bankruptcy proceeding. Also, SELLER has
44 the capacity to convey the Property by a general Warranty Deed or by

123 Main St



(Property Address)

Seller

Agent

46 D. **FINANCING:** SELLER'S Property may be sold for cash or by using any of the following financing methods  
47 checked:  Conventional  Insured Conventional  FHA  VA  Assumption  Contract  
48 Other \_\_\_\_\_ . SELLER shall pay discount points not to exceed  
49 \_\_\_\_\_ . If the Property is located in a subdivision or  
50 condominium project which has mandatory association fees and is to be sold using FHA or VA financing, then  
51 SELLER represents that the development in which the Property is located currently is on the FHA and/or VA  
52 approved list for financing. SELLER agrees to pay costs associated with financing not to exceed \$  
53 \_\_\_\_\_ U.S. Dollars.

54 E. **PROPERTY OFFERED FOR SALE:** The above sales price includes the Property and all improvements and  
55 fixtures installed or affixed thereto. The Property is described in detail on the Listing/Computer Profile Sheet.

56 F. **EXCLUSIONS:** SELLER hereby acknowledges that all items currently existing on or in the Property and NOT  
57 crossed out will remain with the Property and be considered part of the real estate.

- |                                                             |                                               |
|-------------------------------------------------------------|-----------------------------------------------|
| 58 1. Any electrical or gas fixtures, LP gas tank           | 17. Gas logs and gas starter, decorative      |
| 59 2. Window air conditioning units                         | electric fireplace                            |
| 60 3. Incinerator                                           | 18. Trash compactor                           |
| 61 4. Window shades, Venetian blinds                        | 19. Refrigerators, ice maker                  |
| 62 5. Awnings, TV antenna, mailbox                          | 20. Range/ovens                               |
| 63 6. Wall-to-wall carpeting                                | 21. Microwave ovens                           |
| 64 7. Landscaping                                           | 22. Electronic (invisible) fences and control |
| 65 8. Electronic garage door opener and operating control   | 23. All draperies, curtains, poles or rods    |
| 66 units                                                    | except _____                                  |
| 67 9. Swing set, if set in concrete or children's playhouse | _____                                         |
| 68 10. Outside gas grill and lights                         | 24. All storm windows and screens except      |
| 69 11. Water softener, iron filter                          | _____                                         |
| 70 12. Light fixtures, including swag lamps                 | 25. Wall mounts for electronics               |
| 71 13. Mirrors                                              | 26. _____                                     |
| 72 14. Storage sheds, basketball goal                       | 27. _____                                     |
| 73 15. Below and above-ground pools and equipment           | 28. _____                                     |
| 74 16. Cupola and weather vane                              | 29. _____                                     |


75 SELLER hereby acknowledges that all items on lines on lines 58 to 74 shall remain part of the Property, except  
76 the items that SELLER has crossed out.

77 G. **SELLER DISCLOSURE:**

78 1. **SELLER DISCLOSURE OF PROPERTY:** SELLER will provide, as required by law, a SELLER'S  
79 Residential Real Estate Sales Disclosure ("S.R.R.E.S.D.") and Lead Based Paint Disclosure form if  
80 required. SELLER represents to the best of SELLER'S knowledge and belief, that the Property is  
81 structurally and mechanically sound and all equipment to be included in the sale is in good operating  
82 condition, except as indicated in the S.R.R.E.S.D. as provided. SELLER agrees that maintaining the  
83 good condition of the Property and related equipment is SELLER'S responsibility during the period of  
84 the Contract and/or until purchaser's time of possession, whichever is later.

85 2. **PROPERTY DEFECTS:** SELLER discloses the following known defects: \_\_\_\_\_  
86 \_\_\_\_\_

87 H. \_\_\_\_\_ **CONSUMER HANDBOOK:** SELLER acknowledges receipt, review and acceptance of the  
88 terms and disclosures set forth in the F.C. Tucker Company, Inc. Consumer Handbook and has executed  
89 and returned to SELLER'S AGENT the Acknowledgement/Consent Form set forth at the beginning of  
90 the Consumer Handbook.

123 Main St  
 \_\_\_\_\_  
(Property Address)

\_\_\_\_\_  
Seller Agent

91 I. **HOMEOWNERS ASSOCIATION FEES/DOCUMENTS:**  
92 SELLER acknowledges there are Homeowner's Association ("HOA") fees and/or assessments in the amount of  
93 \$ \_\_\_\_\_ (U.S. Dollars) per \_\_\_\_\_, which have been  
94 paid by SELLER through \_\_\_\_\_. SELLER agrees to obtain  
95 copies of all HOA documents and hereby releases, holds harmless, and waives all claims against REALTOR®  
96 or Agent based on the provision/transmission of the HOA documents from SELLER to any prospective  
97 Purchaser. Seller agrees to indemnify and actively defend REALTOR® and AGENT from any such claims  
98 related to HOA documents or if not provided to Purchaser.

99 J. **REALTOR® DISCLOSURES AND SELLER RESPONSIBILITIES:**

100 1. **SHOWING PROPERTY/BUYER ENTRY:**  
101 REALTOR® hereby advises SELLER that by listing the Property, SELLER is consenting to the  
102 Property being shown to prospective purchasers by AGENT, other Brokers, and buyer's agents.  
103 Showings may be conducted (i) by appointment; (ii) through use of a lock box system; and (iii) by  
104 Open Houses. If the showing is conducted by Open House, SELLER is advised that prospective  
105 purchasers may view the Property without the direct assistance of REALTOR®, AGENT, other  
106 Brokers, and buyer's agents. REALTOR® and AGENT advise SELLER that REALTOR® and AGENT,  
107 as the listing agent, may not be present when a prospective buyer enters the Property with contractors,  
108 inspectors, appraisers and/or other parties engaged by the prospective buyer to offer opinions and/or  
109 advice concerning the Property.

110 2. **LOCKBOX DISCLOSURE:**  
111 REALTOR® hereby requests, and SELLER grants permission, to use a lock box for a key permitting  
112 access to the Property by participants of BLC and persons authorized by said participants. Unless this  
113 paragraph is deleted, permission is deemed granted. SELLER authorizes Broker to make duplicate  
114 keys.

115 3. **SELLER** hereby consents to the REALTOR® and/or AGENT using the Internet or any advertising  
116 media to market the Property including, but not limited to, the use of digital or scanned photographs  
117 and/or virtual tours. SELLER further consents to REALTOR® and/or AGENT reproducing the  
118 photographs in flyers and brochures created to assist in the marketing of the Property. SELLER  
119 understands that such photographs and/or virtual tours will provide the public with visual information  
120 about the exteriors and interiors of the improvements located on the Property. SELLER agrees to secure  
121 all valuables and to rely on SELLER'S own insurance in connection with any dangers, damages, losses  
122 and/or security issues involved with visually displaying the property and its improvements on the  
123 Internet, any advertising media, and through the use of brochures and flyers.

124 **SELLER grants to REALTOR® an exclusive, non-revocable, copyright license to disseminate,**  
125 **publish, modify and reproduce all of the content of this Listing Contract, including but not**  
126 **limited to, price and terms of financing on a closed sale, photographs, drawings, written**  
127 **descriptions, narratives and motion pictures obtained or produced by REALTOR® and sales**  
128 **associates of REALTOR® pursuant to this Listing Contract to members of the Indiana**  
129 **Association of REALTORS®, The Metropolitan Indianapolis Board of REALTORS®, to other**  
130 **Brokers upon request and to a BLC, Internet or any advertising media. SELLER agrees that**  
131 **REALTOR® shall own rights, title and interest, including but not limited to, any copyright in**  
132 **property images taken by photographers or Agents of REALTOR®.**

133 **BLC INFO (IF APPLICABLE):** It is understood that REALTOR® and AGENT may rely on the  
134 validity of the data pertaining to this Listing Contract which has been provided by the SELLER, and the  
135 SELLER agrees that the Broker may disclose the data to a Broker Listing Cooperative ("BLC"),  
136 Internet or any advertising media and that the REALTOR® and AGENT may furnish notice to a BLC or  
137 other provider of all changes of information concerning the Property. SELLER has been advised of the  
138 benefits of marketing a property through a Listing Cooperative. Excluding a Property from the Broker  
139 Listing Cooperative may result in a lower number of offers received and a lower sales price.

123 Main St  
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(Property Address)

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Seller Agent

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**INFORMATION REGARDING PROPERTY:** SELLER acknowledges that the information on the Listing Profile Sheet and SELLER'S Residential Sales Disclosure Form (if applicable) is true and correct, and that SELLER is the owner of the Property or is the authorized agent(s) of the true owner with complete and full authority to act on behalf of the owner(s). SELLER further warrants that no other listing contract is now in force with any other broker.

4. **INSURANCE COVERAGE:**

In connection with any and all such showings, REALTOR® advises SELLER to safeguard and remove all valuables now located within the Property since REALTOR®, AGENT, other Brokers, and buyer's agents are not and shall not be insurers against the loss of SELLER'S personal property. SELLER is further advised to either obtain or maintain homeowner's and liability insurance for SELLER'S personal and real property as well as injury to persons thereon. SELLER agrees to rely on SELLER'S insurance for any injury and/or damage to SELLER'S real or personal property as well as injury to persons thereon and hereby releases and waives any and all claims for damage which SELLER might have against REALTOR®, AGENT, Broker, other Brokers, and buyer's agents. SELLER herewith indemnifies and holds harmless said persons and entities in regard to any and all claims for damages that may be asserted against them by third parties arising out of any and all such showings, and in connection with the marketing of the Property through the use of photographs and/or virtual tours on the Internet or in advertising material, as well as the use of photographs in brochures and flyers created to market the Property.


**If the Property is vacant, or if SELLER intends to vacate the Property during the Term of this Agreement, SELLER is advised to contact SELLER'S insurance provider concerning the adequacy and type of insurance needed to protect the vacant Property.**

5. **TENANT OCCUPIED:**

SELLER has discussed the safeguarding and insuring of Tenant's person and personal property located within said Property during the listing period. SELLER agrees to rely on Tenant's own insurance policy or policies for any and all damages, and hereby approves the above provisions with respect to showings of the Property (lines 99 through 109) and authorizes placement of a lock box on the Property.

6. **AGENCY DISCLOSURES:**

- a. **Office Policy.** SELLER acknowledges receipt of a copy of the written office policies of REALTOR® relating to agency in the Consumer Handbook.
- b. **Agency Relationship.** SELLER acknowledges that AGENT has advised SELLER that the Property may be sold with the assistance of other brokers and salespersons operating as buyer's agents and the company policy of REALTOR® is to cooperate with such persons. AGENT represents the interest of the SELLER as his/her agent to sell the Property. AGENT owes duties of trust, loyalty, confidentiality, accounting and disclosure to SELLER. However, AGENT must deal fairly with a buyer and disclose to the buyer information about the Property. Such representations are made as the agent of SELLER. Buyer's agents are brokers and salespersons who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer's agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. Representation made by buyer's agents about the Property are not made as the agent of the SELLER.
- c. **Informed Consent to Limited Agency.** AGENT often represents buyers as buyer's agents. If such a buyer wishes to see the Property, AGENT has agency duties to both SELLER and buyer, and those duties may be different or even adverse. SELLER hereby knowingly consents to AGENT'S acting as a limited agent for such showings. If limited agency arises, AGENT shall not disclose the following without the informed consent, in writing of both SELLER and buyer:

123 Main St  
 (Property Address)

\_\_\_\_\_  
Seller                      Agent

- 187 i. Any material or confidential information, except adverse material facts or risks actually  
188 known by AGENT concerning the physical condition of the Property and facts required  
189 by statute, rule, or regulation to be disclosed and that could not be discovered by a  
190 reasonable and timely inspection of the Property by the parties.  
191 ii. That a buyer will pay more than the offered purchase price for the Property.  
192 iii. That SELLER will accept less than the listed price for the Property.  
193 iv. Other terms that would create a contractual advantage for one party over another party.  
194 v. What motivates a party to buy or sell the Property.  
195 In a limited agency situation, the parties agree that there will be no imputation of agency,  
196 knowledge or information between any party and the limited agent or among salespersons of  
197 knowledge or information.

198 **7. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:**

199 SELLER acknowledges that REALTOR®, AGENT, and all sales associates associated with  
200 REALTOR® and buyer agents are NOT EXPERTS and have NO SPECIAL KNOWLEDGE or  
201 experience with regard to the evaluation or existence of possible lead based paint, radon, controlled  
202 substances or methamphetamine, **MOLD AND OTHER BIOLOGICAL CONTAMINANTS**  
203 (“Environmental Contaminants”) which might exist and affect the Property. Environmental  
204 Contaminants at harmful levels may cause property damage and serious illness, including but not  
205 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems,  
206 young children and/or the elderly.

207 **SELLER agrees to consult with appropriate experts and accepts all risks for Environmental**  
208 **Contaminants and releases and holds harmless REALTOR®, AGENT and all sales associates and**  
209 **AGENTS associated with REALTOR® and buyer agents and buyer agents' companies, from any**  
210 **and all liability, including attorney's fees and costs, arising out of or relating to any inspection,**  
211 **inspection result, repair, disclosed defect or deficiency affecting the Property, including, but not**  
212 **limited to Environmental Contaminants. This release shall survive the closing.**

213 **K. INDEMNITY:** If a dispute, claim or lawsuit arises at any time concerning the condition of the Property, the  
214 structures, improvements to the Property, Property defects, items which are not excluded under section F,  
215 incorrect information or SELLER'S failure to supply material information regarding the Property including, but  
216 not limited to, the condition of appliances, heating, plumbing, electrical, sewage, defects in structure, mold  
217 and/or other environmental conditions or hazards, location of Property lines and public and private restrictions  
218 on the use of the Property, then SELLER agrees to indemnify, actively defend and hold REALTOR®, AGENT  
219 and all agents of REALTOR® harmless from and against any damages, loss, liability, judgments, cost and  
220 expenses, including attorney fees and costs, which they may incur as a result of any such dispute.

221 **L. REALTOR®'s SERVICES:** REALTOR® represents that it is a member of MIBOR and its Broker Listing  
222 Cooperative. AGENT agrees to make an earnest and continued effort to sell the Property until a Purchase  
223 Agreement is accepted by SELLER, unless otherwise agreed, in accordance with the terms and conditions of  
224 Contract. REALTOR® and AGENT agree to cooperate with all other REALTORS® and Brokers in procuring or  
225 attempting to procure a Buyer for the Property. REALTOR® and AGENT may advertise the Property, through  
226 the Internet or any other advertising media, place a “For Sale” sign on the Property, and remove other signs.  
227 REALTOR® and AGENT may disseminate the information on the listing, including but not limited to, methods  
228 of financing and any changes in the information concerning the Property, to all members of MIBOR, the Broker  
229 Listing Cooperative, and other Brokers. SELLER agrees that REALTOR® may appoint or work with buyer's  
230 agents, to assist in performing the duties of REALTOR® according to the terms of this Contract. The price and  
231 terms of financing on a closed sale shall be disseminated to members of MIBOR and to other Brokers upon  
232 request, and shall be published in the MIBOR Market Data Service.

233 **M. AUTHORITY TO OBTAIN MORTGAGE INFORMATION:** SELLER hereby authorizes SELLER'S  
234 lending institution to divulge all mortgage information to REALTOR® and to provide copies of the note,  
235 mortgage and payoff, if required.

123 Main St



(Property Address)

Seller

Agent

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236 If SELLER'S mortgage is guaranteed by the Federal Housing Administration ("FHA"), or otherwise has a  
237 prepayment penalty, SELLER agrees to give written notice to their lender (30 days before the closing date) that  
238 the mortgage is to be prepaid from the sale proceeds of the Property; it being acknowledged that SELLER'S  
239 failure to give said notice will result in a prepayment penalty equal to one month's interest.

240 N. **HOME WARRANTY:** At the time of listing, SELLER  will  will not provide the Buyer a Home Warranty,  
241 to be paid by SELLER at closing. If SELLER will provide the limited warranty, SELLER understands that  
242 limited coverage is effective on the Property during the term of the Listing Agreement. Depending on the  
243 warranty company selected, SELLER may not have to pay for the warranty if the Property is not sold and  
244 closed. Home warranties do not cover pre-existing conditions. SELLER acknowledges that REALTOR® may  
245 receive compensation related to the purchase of the home warranty.

246 O. **EARNEST MONEY:** Earnest money, tendered to AGENT with an accepted Purchase Agreement, shall be  
247 deposited in Escrow Account of REALTOR®, Buyer's agent, or a title company until the sale is closed. In the  
248 event the sale is not closed, the earnest money shall be disbursed based only on the mutual agreement of the  
249 SELLER and purchaser, upon receipt of a Court order or pursuant to 876 IAC 8-2-2(d).

250 P. **OWNERSHIP:** SELLER represents that he/she/it has the legal capacity to convey the Property by a general  
251 Warranty Deed or by XXXXXXXXXXXXXXXXXX  
252 \_\_\_\_\_

253 Q. **FAIR HOUSING:** The Property shall be offered, shown and made available for sale to all persons without  
254 regard to race, color, religion, sex, national origin, handicap, sexual orientation or familial status in accordance  
255 with all State and Federal laws.

256 R. **RECORDINGS AT THE PROPERTY:** In the event SELLER has a recording system at the Property which  
257 captures audio and/or video, SELLER understands that recording and transmitting audio and/or video may  
258 result in violations of state and/or federal laws. SELLER acknowledges that prospective purchasers may  
259 photograph or video the interior of the Property. SELLER should remove any items of a personal nature that  
260 Seller does not want photographed, recorded or transmitted, such as family photos, paperwork and other  
261 personally identifiable information. SELLER hereby releases and indemnifies Broker Company and its agents  
262 from any liability which may result from any recording or transmitting at the Property.

263 S. **NO CONTROL OF PROFESSIONAL SERVICE FEE:** The fee of REALTOR® is solely a matter of  
264 negotiation between the REALTOR® and the SELLER and is not fixed, controlled, suggested, recommended or  
265 maintained by MIBOR, the Broker Listing Cooperative, or by any persons not a party to the Contract.

266 T. **FURTHER CONDITIONS:** \_\_\_\_\_  
267 \_\_\_\_\_  
268 \_\_\_\_\_  
269 \_\_\_\_\_  
270 \_\_\_\_\_  
271 \_\_\_\_\_

- 272 U. **SELLER ACKNOWLEDGEMENTS:**
- 273 1. SELLER discloses to REALTOR® and AGENT that SELLER holds Indiana Real Estate License  
274 # NA
  - 275 2. SELLER has read and understands this Contract and the attached listing/computer profile sheet, and the  
276 information contained therein is true and accurate to the best of his/her knowledge and belief.
  - 277 3. SELLER understands that this Contract contains the entire agreement of the parties and cannot be  
278 changed except by their written consent.
  - 279 4. SELLER understands that no other contract or conditions exist other than set forth herein.
  - 280 5. **SELLER represents that SELLER  is  is not a "Foreign Person" (individual or entity).**  
281 **SELLER  is  is not subject to the Foreign investment in Real Estate Property Tax Act.**

123 Main St



(Property Address)

Seller

Agent

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- 282 6. SELLER understands that this Contract is binding upon the parties hereto, their heirs, administrators,  
 283 executors, successors and assigns.
- 284 7. SELLER has received a copy of this Contract.
- 285 8. SELLER understands that if it becomes necessary for the REALTOR® or AGENT to retain an attorney  
 286 or initiate any legal proceedings in order to secure payment of the professional service fee, then, in  
 287 addition to all other sums to which the REALTOR® or AGENT may be entitled to recover, the  
 288 REALTOR® shall also be entitled to recover court costs, reasonable attorney fees and interest at the rate  
 289 of 12% per annum until the commission is paid or collected.
- 290 9. **SELLER hereby consents to the disclosure of any information that SELLER provides to AGENT**  
 291 **except for information that SELLER instructs, in writing, to be kept confidential.**
- 292 10. SELLER understands that this Agreement may be executed simultaneously or in two or more  
 293 counterparts, each of which shall be deemed an original, but all of which together shall constitute one  
 294 and the same instrument. The parties hereto intend that electronically or digitally transmitted signatures  
 295 constitute original signatures and are binding on all parties.
- 296 11. SELLER  DOES  DOES NOT authorize REALTOR®/AGENT to disclose the existence of  
 297 multiple written offers to prospective buyers. IF SELLER DOES authorize such disclosure, SELLER  
 298  DOES  DOES NOT authorize the disclosure of the terms of each offer. (However, in the event one  
 299 of the multiple offers has been submitted by AGENT on behalf of AGENT'S buyer, AGENT may not  
 300 disclose the terms of AGENT'S buyer's offer or any other offers). **IF SELLER has authorized**  
 301 **disclosure of the existence of offers on the Property, REALTOR® shall also disclose, if asked,**  
 302 **whether offers were obtained by the listing licensee, another licensee in the listing company or by**  
 303 **a cooperating Broker.**
- 304 12. **SELLER hereby agrees that AGENT, REALTOR® and affiliated business partners and**  
 305 **unaffiliated third parties of REALTOR® as identified on page 3-4 of the Consumer Handbook**  
 306 **who are involved in the transactions contemplated by this Listing Contract may contact SELLER**  
 307 **at SELLER'S personal telephone numbers until the REALTOR® and AGENT are provided**  
 308 **written notice to not provide this information.**

309 \_\_\_\_\_  
 310 SELLER Example Only

311 Phone # \_\_\_\_\_  
 312 Res. \_\_\_\_\_ Ofc. \_\_\_\_\_


313 \_\_\_\_\_  
 314 SELLER

315 Phone # \_\_\_\_\_  
 316 Res. \_\_\_\_\_ Ofc. \_\_\_\_\_

\_\_\_\_\_  
 LICENSEE/AGENT  
**Janko Realty Group**

ACCEPTED BY:  
 F. C. TUCKER COMPANY, INC.  
 REALTOR®/BROKER  
 CO88600393

\_\_\_\_\_  
 MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

 123 Main St  
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 (Property Address)

\_\_\_\_\_  
 Seller Agent

Example



### SELLER'S ESTIMATED NET PROCEEDS

For use only by members of the Indiana Association of REALTORS®

1 Property Address 123 Main St., IN  
 2 Place of Closing \_\_\_\_\_  
 3 Closing Agent \_\_\_\_\_ Closing Date \_\_\_\_\_  
 4 Seller Example Only Buyer \_\_\_\_\_

5 Sales Price \$ 200,000.00  
 6 \_\_\_\_\_  
 7 \_\_\_\_\_  
 8 \_\_\_\_\_  
 9 Gross Amount Due Seller \$ 200,000.00

#### EXPENSE OF SELLER

11 Title Insurance \$ 572.50  
 12 Pay-Off of First Mortgage \_\_\_\_\_  
 13 Taxes ( 12 Months/ not guaranteed ) 2,000.00  
 14 Broker's Commission 13,000.00  
 15 **Broker Documentation Fee** 300.00  
 16 **Title Closing Fee** 400.00  
 17 **Deed and Affidavit** 75.00  
 18 **Title Search and Exam Fee** 330.00  
 19 **Closing Protection Letter/ TIEFF** 30.00  
 20 **Survey** \_\_\_\_\_  
 21 \_\_\_\_\_  
 22 \_\_\_\_\_  
 23 \_\_\_\_\_  
 24 **Home Warranty if Any** 500.00  
 25 **Misc Charges if Any** 100.00  
 26 Total Expenses \$ 17,307.50  
 27 Net Amount Due Seller \$ 182,692.50  
 28

#### APPROVED:

30 \_\_\_\_\_ RB14043583 \_\_\_\_\_  
 31 AGENT IN LICENSE # SELLER'S SIGNATURE  
 32 Tony Janko - Toni Eads / FC Tucker \_\_\_\_\_  
 33 BROKER OR COMPANY NAME IN LICENSE # **Example Only**  
 34 \_\_\_\_\_ PRINTED  
 35 \_\_\_\_\_ SELLER'S SIGNATURE  
 36 \_\_\_\_\_  
 37 \_\_\_\_\_ PRINTED



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.  
**Form #30. Copyright IAR 2019**







# SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year)

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code) **123 Main St, IN**

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System					Cistern					
Clothes Dryer					Septic Field/Bed					
Clothes Washer					Hot Tub					
Dishwasher					Plumbing					
Disposal					Aerator System					
Freezer					Sump Pump					
Gas Grill					Irrigation Systems					
Hood					Water Heater/Electric					
Microwave Oven					Water Heater/Gas					
Oven					Water Heater/Solar					
Range					Water Purifier					
Refrigerator					Water Softener					
Room Air Conditioner(s)					Well					
Trash Compactor					Septic and Holding Tank/Septic Mound					
TV Antenna/Dish					Geothermal and Heat Pump					
Other:					Other Sewer System (Explain)					
					Swimming Pool & Pool Equipment					
								Yes	No	Do Not Know
					Are the structures connected to a public water system?					
					Are the structures connected to a public sewer system?					
					Are there any additions that may require improvements to the sewage disposal system?					
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?					
					Are the improvements connected to a private/community sewer system?					
B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier					Attic Fan					
Burglar Alarm					Central Air Conditioning					
Ceiling Fan(s)					Hot Water Heat					
Garage Door Opener / Controls					Furnace Heat/Gas					
Inside Telephone Wiring and Blocks/Jacks					Furnace Heat/Electric					
Intercom					Solar House-Heating					
Light Fixtures					Woodburning Stove					
Sauna					Fireplace					
Smoke/Fire Alarm(s)					Fireplace Insert					
Switches and Outlets					Air Cleaner					
Vent Fan(s)					Humidifier					
60/100/200 Amp Service (Circle one)					Propane Tank					
Generator					Other Heating Source					

NOTE: Means a condition that would have a significant "Defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

Property address (number and street, city, state, and ZIP code)

123 Main St, IN

2. ROOF	YES	NO	DO NOT KNOW
Age, if known _____ Years.			
Does the roof leak?			
Is there present damage to the roof?			
Is there more than one layer of shingles on the house?			
If yes, how many layers?			
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?			
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			
Explain:			
<b>E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:</b> <i>(Use additional pages, if necessary)</i>			

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?			
Are there any foundation problems with the structures?			
Are there any encroachments?			
Are there any violations of zoning, building codes, or restrictive covenants?			
Is the present use of non-conforming use? Explain:			
Is the access to your property via a private road?			
Is the access to your property via a public road?			
Is the access to your property via an easement?			
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			
Are there any structural problems with the building?			
Have any substantial additions or alterations been made without a required building permit?			
Are there moisture and/or water problems in the basement, crawl space area, or any other area?			
Is there any damage due to wind, flood, termites, or rodents?			
Have any structures been treated for wood destroying insects?			
Are the furnace/woodstove/chimney/flue all in working order?			
Is the property in a flood plain?			
Do you currently pay for flood insurance?			
Does the property contain underground storage tank(s)?			
Is the homeowner a licensed real estate salesperson or broker?			
Is there any threatened or existing litigation regarding the property?			
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?			
Is the property located within one (1) mile of an airport?			

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Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
<b>The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.</b>			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.





## LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards  
(SALES)

For use only by members of the Indiana Association of REALTORS®

1  
2 **PROPERTY ADDRESS:** 123 Main St, , IN

3  
4 **LEAD WARNING STATEMENT**

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

13  
14 **SELLER'S DISCLOSURE**

15 (a.) Presence of lead-based paint and/or lead-based paint hazards: **(check (i) or (ii) below)**

16 (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

17  
18  
19 (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

20  
21  
22  
23 (b.) Records and reports available to the seller: **(check (i) or (ii) below)**

24 (i)  Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate Sales*  
25 *Disclosure form*, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and  
26 attach documents below): \_\_\_\_\_

27  
28  
29 (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

30  
31 **BUYER'S ACKNOWLEDGEMENT (initial)**

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

33 (d.) \_\_\_\_\_ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

34 (e.) \_\_\_\_\_ Buyer has **(check (i) or (ii) below)**:

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

37 **OR**

38 (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
39 lead-based paint hazards.

40 **BROKER'S ACKNOWLEDGMENT (initial)**

41 (f.) \_\_\_\_\_ Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act  
42 of

43 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. **(NOTE: where the word**  
44 **"Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)**

45  
46  
123 Main St, , IN

(Property Address)

47 **CERTIFICATION OF ACCURACY**

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

50  
51 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be  
52 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this  
53 *Certification and Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that  
54 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original  
55 document shall be promptly delivered, if requested.

56  
57  
58 \_\_\_\_\_  
SELLER'S SIGNATURE DATE

\_\_\_\_\_  
BUYER'S SIGNATURE DATE

59  
60 **Example Only**  
61 PRINTED

\_\_\_\_\_  
PRINTED

62  
63  
64 \_\_\_\_\_  
SELLER'S SIGNATURE DATE

\_\_\_\_\_  
BUYER'S SIGNATURE DATE

65  
66  
67 \_\_\_\_\_  
PRINTED

\_\_\_\_\_  
PRINTED

68  
69  
70 \_\_\_\_\_  
LISTING BROKER DATE

\_\_\_\_\_  
SELLING BROKER DATE



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.  
**Form #37.** Copyright IAR 2019



\_\_\_\_\_  
123 Main St., IN  
(Property Address)

**Affiliated Business Disclosure Statement**

To: **Example Only**  
From:  
Property: **123 Main St, , IN**  
Date:

This is to give you notice that F.C. Tucker Company, Inc. ("Tucker") has a business relationship with Title Services, LLC and Tucker Mortgage, LLC. The nature of the relationship between Tucker and Title Services, LLC and Tucker Mortgage, LLC, including percentage of ownership interest, is described below. Because of this relationship, this referral may provide Tucker a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

**Title Services, LLC** is a limited liability company engaged in the title insurance business by providing title insurance policies, title examinations, and settlement services. Title Services, L.P., an affiliate of Tucker, owns 100% of Title Services, LLC. Set forth below is the estimated range of charges made by Title Services, LLC:

Title Insurance Premiums	\$6.00 to \$1125.00*
Search, Examination or Title Service fees	\$25.00 to \$500.00
Closing Fees	\$75.00 to \$500.00

\*This range of fees is for residential properties involving a purchase price from \$1.00 to \$500,000.00. For properties involving a purchase price greater than \$500,000.00, the owner's premium will be \$1,125.00 plus \$2.00 per thousand in excess of \$500,000.00. Reissue discount rates are available if a prior title insurance policy is provided at the time the title order is placed.

**Tucker Mortgage, LLC** is a limited liability company whose members are Tucker Real Estate Services, Inc. (owning 51%) and Tucker Mortgage Company, L.P. (owning 49%), both affiliates of Tucker.

Loan Origination	\$0-\$1500.00	Application	\$0 to \$500.00
Loan Discount Fee	0% to 5% of loan	Private Mortgage Ins.	0% to 5%
Credit Report	\$0 to \$75.00		
Re-inspection Fee (if applicable)	\$35.00 to \$125.00	Notary Fees	\$0 to \$10.00
Appraisal Fee	\$0 to \$1000.00	Mortgage Survey	\$1 to \$250.00
Tax Servicing Fee	\$0 to \$100.00	Flood Certification	\$0 to \$50.00
Recording Fee	\$0 to \$100.00	Pest Inspection	\$1 to \$115.00

**ACKNOWLEDGMENT:** I/we have read this disclosure form, and understand that Tucker may refer or has referred me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
Signature of Consumer  
**Example Only**

\_\_\_\_\_  
Signature of Consumer

# Consumer Handbook Acknowledgement / Consent Form

I have received and reviewed a copy of the F. C. Tucker Company, Inc. Consumer Handbook, which contains:

1. **General Office Policies Regarding Agency**
2. **Agency Relationship Information, including confidentiality**
3. **Buyers Notice and Informed Consent to Limited Agency**
4. **Information concerning Tucker's Home Services**
5. **Disclosure of Affiliated Business Relationships (partially owned by F.C. Tucker Company, Inc. or Strategic Alliances)**
6. **Your Privacy Rights**
7. **Required Seller Disclosures**
8. **National Do Not Mail, Email, FAX and/or Call Procedures**
9. **Mold Disclosure and Waiver**
10. **Fair Housing Declaration**

This Handbook is given to me by \_\_\_\_\_ to help me make informed decisions concerning my real estate transaction.

By signing below, I acknowledge that:

- a) I have read the Informed Consent to Limited Agency (p.8) and consent to my agent acting as a limited agent if the situation arises.
- b) By registering to use the Tucker's Home Services, I hereby consent and expressly request telephone and other forms of contact by Tucker's Home Services and its vendors. Tucker's Home Services represents that it will not give, nor sell, the customer's name to vendors or other third parties without customer's prior consent. Information pertaining to Tucker's Home Services may be found on page 12.
- c) I understand that I am not required to use the Tucker-affiliated companies described in the Disclosure of Affiliated Business Relationships (p. 13) as a condition for the purchase and/or sale of property and that I am free to shop around to determine that I am receiving the best services and the best rate for these services.
- d) I hereby agree that F. C. Tucker Company, Inc., its sales associates, employees and/or affiliated business partners (identified in this Consumer Handbook) who are involved in assisting me with the transaction contemplated may contact me via U.S. mail, email, telephone and/or facsimile numbers and locations set forth below until I give written notice to stop (p. 21).
- e) I have read and understood the F. C. Tucker Company, Inc. Mold Disclosure and Waiver (p. 22).

**Buyer**

**Seller**

Name: Example Only

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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number(s) \_\_\_\_\_ , \_\_\_\_\_

Fax Number(s): \_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_

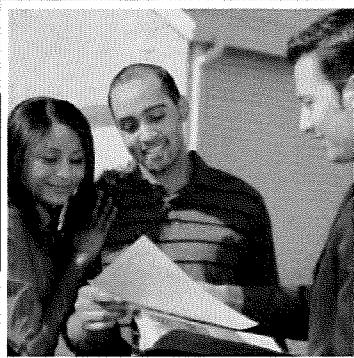
Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Example Only**

\_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

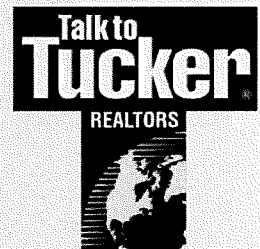
\_\_\_\_\_



# Consumer Handbook

October 2018

# F.C. Tucker Company, Inc.





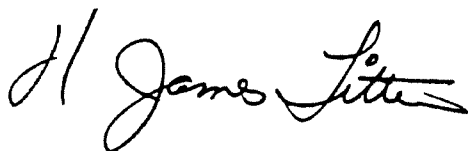


The concept of agency relationship began when one person agreed to act on behalf of another.

The agency relationship between a real estate agent and sellers and buyers of real estate is not new. One of the reasons that the National Association of REALTORS® was formed at the turn of the century was to enhance the professionalism of real estate by recognizing an agency relationship between the REALTOR® and the client. It also imposed a more general duty on a REALTOR® to treat all persons -- clients and customers alike -- fairly, and honestly.

Given the constantly changing needs of sellers and buyers for real estate services and the resulting change in an agent's capacity to satisfy those needs, it is critical to understand basic agency concepts and the corresponding relationships.

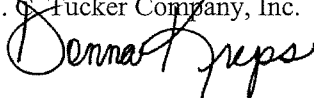
The purposes for this Consumer Handbook are to help clarify and simplify the concept of agency, to make certain disclosures to you concerning our policies and procedures and to obtain your consent to interact with you throughout your real estate experience.



H. James Litten  
Owner and CEO  
F. C. Tucker Company, Inc.



Patrick R. Purdue  
President  
F. C. Tucker Company, Inc.



Donna Kreps  
President of Residential Real Estate Services  
F. C. Tucker Company, Inc.

# Consumer Handbook

Edition Twenty, October 2018

## AGENCY AND BUSINESS RELATIONSHIP DISCLOSURES IMPORTANT TO SELLERS AND BUYERS

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## Acknowledgement / Consent Form

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- a. **General Office Policies Regarding Agency**
- b. **Agency Relationship Information, including confidentiality**
- c. **Buyers Notice and Informed Consent to Limited Agency**
- d. **Information concerning Tucker's Home Services**
- e. **Disclosure of Affiliated Business Relationships (partially owned by F. C. Tucker Company, Inc. or Strategic Alliances)**
- f. **Your Privacy Rights**
- g. **Required Seller Disclosures**
- h. **National Do Not Mail, Email, FAX and/or Call Procedures**
- i. **Mold Disclosure and Waiver**
- j. **Fair Housing Declaration**

This Handbook is given to me by \_\_\_\_\_ to help me make informed decisions concerning my real estate transaction.

By signing below, I acknowledge that:

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- c) I understand that I am not required to use the Tucker-affiliated companies described in the Disclosure of Affiliated Business Relationships (p. 4) as a condition for the purchase and/or sale of property and that I am free to shop around to determine that I am receiving the best services and the best rate for these services.
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BUYER

SELLER

Name: **Example Only** \_\_\_\_\_

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

Telephone Number(s): \_\_\_\_\_, \_\_\_\_\_

FAX Number(s): \_\_\_\_\_, \_\_\_\_\_

Email Address: \_\_\_\_\_, \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Example Only**

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Sign and Tear Out  
Agent Copy

## Affiliated Business Disclosure Statement

To: **Example Only**  
 From:  
 Property: **123 Main St, , IN**  
 Date:

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\_\_\_\_\_  
 Signature of Consumer  
**Example Only**

\_\_\_\_\_  
 Signature of Consumer

Sign and Tear Out  
 Agent Copy

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- e) I have read and understood the F.C. Tucker Company, Inc. Mold Disclosure and Waiver (p. 21).

BUYER

SELLER

Name: **Example Only** \_\_\_\_\_

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

Telephone Number(s): \_\_\_\_\_, \_\_\_\_\_

FAX Number(s): \_\_\_\_\_, \_\_\_\_\_

Email Address: \_\_\_\_\_, \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Example Only**

Signature: \_\_\_\_\_ Date \_\_\_\_\_

# Affiliated Business Disclosure Statement

To: **Example Only**

From:

Property: **123 Main St, , IN**

Date:

This is to give you notice that F.C. Tucker Company, Inc. ("Tucker") has a business relationship with Title Services, LLC and Tucker Mortgage, LLC. The nature of the relationship between Tucker and Title Services, LLC and Tucker Mortgage, LLC, including percentage of ownership interest, is described below. Because of this relationship, this referral may provide Tucker a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

**Title Services, LLC** is a limited liability company engaged in the title insurance business by providing title insurance policies, title examinations, and settlement services. Title Services, L.P., an affiliate of Tucker, owns 100% of Title Services, LLC. Set forth below is the estimated range of charges made by Title Services, LLC:

Title Insurance Premiums	\$6.00 to \$1125.00*
Search, Examination or Title Service fees	\$25.00 to \$500.00
Closing Fees	\$75.00 to \$500.00

\*This range of fees is for residential properties involving a purchase price from \$1.00 to \$500,000.00. For properties involving a purchase price greater than \$500,000.00, the owner's premium will be \$1,125.00 plus \$2.00 per thousand in excess of \$500,000.00. Reissue discount rates are available if a prior title insurance policy is provided at the time the title order is placed.

**Tucker Mortgage, LLC** is a limited liability company whose members are Tucker Real Estate Services, Inc. (owning 51%) and Tucker Mortgage Company, L.P. (owning 49%), both affiliates of Tucker.

Loan Origination	\$0-\$1500.00	Application	\$0 to \$500.00
Loan Discount Fee	0% to 5% of loan	Private Mortgage Ins.	0% to 5%
Credit Report	\$0 to \$75.00		
Re-inspection Fee (if applicable)	\$35.00 to \$125.00	Notary Fees	\$0 to \$10.00
Appraisal Fee	\$0 to \$1000.00	Mortgage Survey	\$1 to \$250.00
Tax Servicing Fee	\$0 to \$100.00	Flood Certification	\$0 to \$50.00
Recording Fee	\$0 to \$100.00	Pest Inspection	\$1 to \$115.00

**ACKNOWLEDGMENT:** I/we have read this disclosure form, and understand that Tucker may refer or has referred me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
Signature of Consumer

**Example Only**

\_\_\_\_\_  
Signature of Consumer

## **GENERAL OFFICE POLICIES OF F. C. TUCKER COMPANY, INC. REGARDING AGENCY**

In compliance with Indiana Code 25-34.1-1-10-19.5 and Standards of Practice 1-12 and 1-13 of the National Association of REALTORS®, F.C. Tucker Company, Inc. ("Tucker") states its general office policies regarding agency as follows:

### **General Office Policies**

Tucker will represent sellers in the sale of their real estate and buyers in the purchase of real estate. Tucker's licensees will practice disclosed limited agency in sales where the licensee represents both the seller and the buyer in a single transaction. Tucker's licensee will make full disclosure to and obtain the informed consent of the seller and buyer to limited agency either at the time of entering into a brokerage relationship or when the limited agency situation becomes known to the licensee. Tucker and its licensees will cooperate with all licensees operating as buyer agents and will offer compensation through the Broker Listing Cooperative to licensees acting in that agency capacity. Neither Tucker nor its licensees will practice or cooperate with subagents.

### **Agency Disclosures**

1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
2. **Agency Relationship.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer without compensation. Licensee (Broker) represents the interests of the Seller as Seller's agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller. However, Licensee must deal honestly with a buyer and disclose to the buyer information about the Property. All representations made by Licensee about the Property are made as the agent of the Seller.

Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about the Property are not made as the agent of the Seller.

3. **Limited Agency Authorization.** Licensee or the managing broker may represent Buyer as a buyer agent. If such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.



If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer:

- a. Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- b. That a Buyer will pay more than the offered purchase price for the Property.
- c. That Seller will accept less than the listed price for the Property.
- d. Other terms that would create a contractual advantage for one party over another party.
- e. What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role of limited agent(s).

## Definitions

1. **Agency** in a real estate transaction is the fiduciary relationship that results when a Tucker licensee (the agent) represents the interests of a seller or buyer in real estate dealings.
2. **Agent** is the licensee who works with a buyer or a seller and must act on behalf of and in the best interest of that client (the seller or the buyer).
3. **Client** is the seller or buyer who enters into an agency relationship with a licensee. The Client is also known as the principal.
4. **Customer** is a person who seeks the assistance of a licensee to provide some level of service but does not want the licensee to serve as an agent and does not want to receive the protection of the duties of a fiduciary relationship.
5. **Licenses** are the salespersons working for Tucker and who enter into agency relationships with buyers and sellers. Licensees of different brokers cooperate through the Broker Listing Cooperative.
6. **Limited Agent** is a licensee who, with the written and informed consent of both the seller and the buyer, is engaged by both the seller and the buyer to act as each of their agents in the same real estate transaction.
7. **Fiduciary** is the relationship owed by the licensee as agent to the seller or buyer (principal).

The fiduciary obligations or duties that an agent has are:

- a) **Reasonable Care and Diligence.** An agent is obligated to use reasonable care and diligence in carrying out the agency relationship. The agent has knowledge and skill that the principal expects to be used in his or her best interest.
- b) **Obedience.** An agent is obligated to obey promptly and efficiently all lawful instructions of the principal. The agent has no obligation to violate federal, state or local laws. For example, the agent cannot conceal or misrepresent facts, even if unfavorable, about the physical condition of the property or cannot violate the fair housing laws.
- c) **Accounting.** An agent must account for all money or property held on behalf of the principal, such as escrow funds.
- d) **Loyalty.** An agent must place the client's interest above all others, including those of the agent.
- e) **Disclosure.** An agent must disclose to the principal all relevant information that is critical to the principal's interest. The agent's duty to disclose includes the disclosure of information to the principal that may be unfavorable to the principal's interest.
- f) **Confidentiality.** An agent must safeguard the lawful confidences of the principal. Personal information about the principal or the principal's position must be treated with the utmost confidence for the term of the agency relationship. The duty of confidentiality to the principal does not permit the agent to conceal or misrepresent a material defect in the property.

# Agency

The agency relationship is based on one person representing the interests of another person. Real estate agents (licensees) are licensed by the state to represent a person for the sale or leasing of a property. The responsibility of the real estate agent is defined by the state law relating to agents, the REALTORS® Code of Ethics and general principles of agency law.

The type of relationship formed between the agent and the client is called a fiduciary relationship. A fiduciary relationship is one based on trust because the agent owes the following duties to the client:

- Loyalty
- Diligence
- Confidentiality
- Obedience
- Disclosure
- Accounting
- Reasonable Care

Agency duties are important so that the client can rely on the agent putting the client's interests before those of anyone else.

The source of compensation does not, in and of itself, determine agency. It can be paid by the buyer, seller, both or neither (subject to restrictions under applicable state law). However, there must be informed consent, written in advance, as to who is paying.

# Seller Agency

Historically throughout the country, real estate agents have represented the seller in real estate transactions. Sellers are accustomed to having agents work for them and represent them in selling their real estate. When a seller lists real estate for sale, the licensee working with the seller becomes the seller's agent to sell that real estate. That licensee owes all the fiduciary duties to the seller and not to buyers interested in the home.

The seller's agent represents only the seller and not the buyer. However, a seller's agent must treat buyers fairly and honestly. Also, state law requires that the seller's agent disclose the existence of material defects of which the agent is aware in the seller's real estate.

A seller's agent will work diligently to market and sell the seller's real estate and obtain a satisfactory price for the real estate.

## **MULTIPLE OFFER GUIDELINES FOR SELLER**

In accordance with the terms and conditions of Item 11 in Section T of our Listing Contract, you, as the Seller, have the option of disclosing the existence and terms of multiple offers to all buyers involved in a multiple offer situation. Upon receipt of multiple offers I, as the listing agent, will present all offers to which you may respond.

You further are advised that

1. You have the discretion to accept or reject any offer received.
2. You are not required to accept any particular offer, regardless of its terms, and have the right to reject all offers.
3. You have the right to negotiate any offer or to counter its terms and conditions.
4. All offers will be presented to you to accept, counter or reject.
5. Based upon the decisions you made with respect to Section T, Item 11 of the Listing Contract, I will or will not disclose the existence of multiple offers unless a buyer's offer requests confidentiality. Also, based upon your instructions, I will or will not disclose the terms of each offer submitted (except offers submitted by me as a limited agent or offers in which the buyer has requested confidentiality).
6. If I represent you and the buyer in a limited agency situation, we cannot disclose the terms of that offer to any competing buyers and agents. In all other instances, where disclosure is authorized by you, we would encourage you to release the price and terms of all competing offers to each competing buyer and agent in an effort to treat all parties fairly.
7. If you elect to modify the elections you made in Section T, Item 11, we will enter into a written amendment to the Listing Contract.
8. In a multiple offer situation and if disclosure of multiple offers is authorized by you, I, as the listing agent, must respond if asked the source of the offers, i.e.: (a) limited agent; (b) co-op agent from another company; or (c) in house agent from my company.

# Buyer Agency

Since 1994, Buyer Agency has become a prevalent form of agency in Indiana. Buyers appreciate knowing their interests are represented by the agent. The agent is working for the buyer only and not for the seller.

When a buyer is represented by an agent, all the fiduciary duties are owed to the buyer by that agent. The buyer has the freedom to discuss the value of properties, personal finances and negotiation strategies with the agent. The buyer can obtain the opinion of the agent concerning the condition of the property, the effect of improvements, the seller's motivation for selling, and a variety of information which a seller's agent cannot provide.

A buyer's agent will make a commitment to make every reasonable effort to locate a property with features suitable for or requested by the buyer.

However, buyer agents associated with F.C. Tucker Company, Inc. will act as a buyer agent only with respect to selected properties listed through the BLC® system of the MIBOR REALTOR® Association. Buyers desiring information pertaining to properties not listed through the BLC® system should seek separate independent representation.

As a buyer's agent, your Tucker agent will promote your interests by:

- a) Seeking real estate with a price and contract terms satisfactory to you;
- b) Presenting all offers and counteroffers to purchase to and from you immediately upon receipt, unless you otherwise direct;
- c) Disclosing to you adverse material facts or risks actually known by the licensee concerning the real estate transaction and facts required by statute, rule or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the real estate by the parties;
- d) Advising you to obtain expert advice concerning material matters that are beyond licensee's expertise;
- e) Timely accounting for all money and property received from you;
- f) Exercising reasonable care and skill; and
- g) Complying with all applicable laws.

## CONFIDENTIALITY NOTICE TO BUYERS

You are advised that the price terms and conditions of any offer you submit may not be kept confidential by the seller and seller's agent unless we request confidentiality. If you request confidentiality, we have the following options:

1. I can add the following language in the Further Conditions Selection of the Purchase Agreement:  
"This Purchase Agreement becomes null and void if shared with anyone other than the Seller and the Listing Broker."  
This confidentiality request will not be binding on the Seller if the Seller does not accept the Purchase Agreement.
2. If you require complete confidentiality, we will have to submit a separate Confidentiality Agreement to the Seller for signature prior to presenting your offer.

You are advised that in the event you are the successful buyer and the transaction closes, Indiana law requires that the closing information become a matter of public record as to address, names of parties, closing date and sales price, thereby ending confidentiality.

# Limited Agency

Tucker agents who list properties for sale form an agency relationship with the seller. Throughout the listing period the seller develops an increasing level of trust in the agent who is obligated to put the seller's interests first.

That same licensee may also form an agency relationship with buyers, who develop an increasing level of trust in the agent. This same licensee is obligated to put the buyer's interests first.

A particular buyer may be interested in purchasing a property that is listed by the buyer's agent, and this situation creates a limited agency. Technically, a limited agency arises when one licensee or agent has a relationship with two clients who have opposing goals (buyer and seller) or where an affiliated licensee or agent has a transaction where the other side is represented by the agent's manager, principal broker or an agent's own team member. Very often the clients are working with different agents who do not have a personal relationship with the other client. When a limited agency is formed, the agency relationship is altered and the agent will notify each client.

If a limited agency arises, the clients and agents agree to modify the agency relationship. *The agents must not disclose any information that would create a negotiating advantage/or disadvantage for either client. The agents must treat the interests of the buyer and seller equally.*

## INFORMED CONSENT TO LIMITED AGENCY

A buyer's agent may represent a seller of property as a seller's agent. For example, if you wish to see a property listed by your buyer's agent, your agent has fiduciary duties to both you and the seller of that property, and those duties may be different or even adverse. Limited agency can also occur when an affiliated licensee or agent as a transaction where the other side is represented by the agent's manager, principal broker, or one of the agent's own team members. By signing the front page of this Consumer Handbook, you hereby knowingly consent to your agent's acting as a limited agent if the situation arises.

In a limited agency situation, your agent shall **not** disclose the following without the informed consent, in writing, of both the buyer and the seller.

- a) Any material or confidential information, except adverse material facts or risks actually known by the agent concerning the physical condition of the property and the facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the property by the parties.
- b) That a buyer or tenant will pay more than the offered purchase price for the property.
- c) That a seller or landlord will accept less than the listed price or lease rate for the property.
- d) Other terms that would create a contractual advantage for one party over another property.
- e) What motivates a party to buy, sell or lease the property.

In a limited agency situation, you agree that there will be no imputation of agency, knowledge, or information between any party and (1) your limited agent; or (2) Tucker; or (3) among other agents of Tucker. You understand that you do not have to consent to limited agency. However, if you consent voluntarily to limited agency, then you waive any claim you now have or may have in the future against Tucker or your agent for acting as a limited agent and release Tucker and its agents from any liability relating to the limited agency relationship.



## F.C. Tucker Home Services

Tucker's Home Services is designed to provide "one source" convenience exclusively for our clients. This service offers the unprecedented combination of a Personal Service Coordinator and the latest in home service internet technology for ordering home services.

One call from you begins the process of bringing products, services, quotes and information directly to you, the homeowner. More importantly, your Personal Service Coordinator stays in touch with you to determine your needs and to refer you to companies for services and discounts designed especially for you and your home.

While we cannot guarantee the performance of the vendors, contractors and/or suppliers recommended through Tucker's Home Services, each one must maintain high customer satisfaction ratings to remain in Tucker's Home Services.

Tucker's Home Services' internet technology offers personalized home information management (through secure website). It saves time and its available 24 hours a day, 7 days a week. All of these benefits are available at **no charge**, and your Tucker agent is prepared to assist you in enrolling in this members-only program that gives you complete, one-stop, personalized service during your home buying and/or selling process.

# YOUR PRIVACY RIGHTS

(To Comply with Federal Law)

This is our privacy notice for our consumer customers. This policy applies to all of the companies within the Tucker family. Currently, those companies are F.C. Tucker company, Inc.; Title Services, LLC; Tucker Mortgage, LLC; LT, Inc. d/b/a Tucker's Home Services; Tucker/Schrader Auction Company, L.P.; Tucker School of Real Estate; and Tucker Referrals, Inc.

When we use the words "customer" or "you," we mean all individual consumers who have obtained a financial product or service from us primarily for personal, family or house hold purposes.

If you share your account relationship with another person, for example, you are a co-borrower or joint holder of an insurance product, please share this information with the other person.

We first define some terms.

**We, our, and us** means F.C. Tucker Company Inc.; Title Services, LLC; Tucker Mortgage, LLC; LT, Inc., d/b/a Tucker's Home Services; Tucker/Schrader Auction Company, L.P.; LGT, Inc., d/b/a Tucker School of Real Estate; Tucker Referrals, Inc.; and any future affiliates.

**Nonpublic personal information** means information about you that we collect in connection with providing a financial product or service to you for personal, family or household purposes. Nonpublic personal information does not include information that is available from public sources, such as telephone directories or government records.

**Affiliate** is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning enough to have control.

**Unaffiliated third party** is a company that is not an affiliate of ours.

## THE INFORMATION THAT WE COLLECT

We collect nonpublic personal information about you from the following sources:

- Information that we receive from you on applications or other forms
- Information about your transactions with us, our affiliates, or others; and
- Information from a consumer reporting agency

## THE CONFIDENTIALITY, SECURITY AND INTEGRITY OF YOUR NONPUBLIC PERSONAL INFORMATION

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## NO CONTROL OF AUDIO/VIDEO RECORDING OR DISTRIBUTION WHILE VIEWING LISTINGS

Please be aware that sellers may make use of various recording devices, both audio and visual, during the showings of their home. The F.C. Tucker Company, Inc. has no control over the recording or distribution of these recordings. The F.C. Tucker Company, Inc. advises you to use due caution when discussing matters that could affect your negotiation abilities or your nonpublic personal information.



## **NONPUBLIC PERSONAL INFORMATION AND UNAFFILIATED THIRD PARTIES**

We may disclose all of the information we collect, as described above, to unaffiliated third parties as permitted by law and to companies that perform marketing services on our behalf or to other third parties with whom we have joint marketing agreements. An example of a joint marketing agreement that we currently have is our joint marketing agreement involving insurance products with Shepherd Insurance, LLC that does business as Tucker Shepherd Insurance.

## **NONPUBLIC PERSONAL INFORMATION AND AFFILIATES**

Federal law allows us to disclose all of the nonpublic personal information that we collect, as described on the previous page, with our affiliates, and we may share this information with them. Under the Fair Credit Reporting Act, however, you have the right to direct us not to share certain information with our affiliates. We are still permitted to share other information, including identification information and transaction information, with our affiliates under the Fair Credit Reporting Act and other law.

### **TYPES OF AFFILIATES**

Currently, our affiliates include a real estate brokerage company, a title insurance agent, a mortgage broker, a real estate auctioneer, a provider of insurance, a referral service and a school. In the future, we may have additional types of affiliates. We reserve the right to disclose nonpublic personal information that we collect to affiliates in accordance with our current policy.

### **FORMER CUSTOMERS**

We may share nonpublic personal information of former customers with our affiliates in the same manner that we do with respect to current customers.

### **REASONS FOR DISCLOSURE**

Here is why we might disclose customer's nonpublic personal information with any affiliates that we might acquire:

- To provide our customer with information about additional products and services
- To evaluate our total relationship with you and our family of companies and give you the best price that relationship deserves

### **YOU HAVE THE RIGHT TO CHOOSE**

We have explained our policy about the protection of nonpublic personal information about our customers. We have also explained our policy regarding disclosure of information about our consumer customers to non-affiliates and affiliates, the limits that we impose upon such disclosure, and why such sharing of information is valuable.

If you prefer that we not disclose nonpublic personal information about you to unaffiliated third parties, you may opt out of those disclosures; that is, you may direct us not to make those disclosures (other than disclosures permitted by law). If you wish to opt out of disclosure to unaffiliated third parties, you may do so by calling our President and Chief Financial Officer, Patrick Purdue, at the following toll free number: 1-800-659-0432.

### **WIRE TRANSFER SAFETY**

**F.C. Tucker Company, Inc. and its Sales Associates DO NOT SEND WIRING INSTRUCTIONS for real estate transactions via email or otherwise. If you receive any emails or messages with wiring instructions from us, please delete and ignore any such email or message. Please contact the title company handling your transaction by telephone, in writing or in person for the correct wiring instructions. Please do not convey your financial information via email to us, and contact your Sales Associate via telephone regarding any suspicious or inconsistent communications..**

## **Required Seller Disclosures**

### **Seller's Residential Real Estate Sales Disclosure**

If you are selling your home, Indiana law requires, in certain situations, that you complete the Seller's Residential Real Estate Sales Disclosure to disclose to potential buyers any defects you know about in your property. Sellers must give this completed form to a buyer **before** the seller accepts any offer to purchase seller's property.

### **Lead Based Paint Certification**

If you are a seller selling a home built before 1978, you are required to disclose any known lead-based paint or lead-based hazards in your home by completing the Lead-Based Paint Certification and Acknowledgment. You must give this form to buyers interested in your property.



Property address (number and street, city, state, and ZIP code)							
<b>2. ROOF</b>	<b>YES</b>	<b>NO</b>	<b>DO NOT KNOW</b>	<b>4. OTHER DISCLOSURES</b>	<b>YES</b>	<b>NO</b>	<b>DO NOT KNOW</b>
Age, if known: _____ Years.				Do structures have aluminum wiring?			
Does the roof leak?				Are there any foundation problems with the structures?			
Is there present damage to the roof?				Are there any encroachments?			
Is there more than one layer of shingles on the house?				Are there any violations of zoning, building codes, or restrictive covenants?			
If yes, how many layers? _____				Is the present use a non-conforming use? Explain:			
<b>3. HAZARDOUS CONDITIONS</b>	<b>YES</b>	<b>NO</b>	<b>DO NOT KNOW</b>				
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?				Is the access to your property via a private road?			
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?				Is the access to your property via a public road?			
Has there been manufacture of waste from the manufacture of methamphetamine in a residential structure on the property?				Is the access to your property via an easement?			
Explain:				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			
				Are there any structural problems with the building?			
				Have any substantial additions or alterations been made without a required building permit?			
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?			
				Is there any damage due to wind, flood, termites, or rodents?			
				Have any structures been treated for wood destroying insects?			
				Are the furnace/woodstove/chimney/flue all in working order?			
<b>E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:</b> (Use additional pages, if necessary)				Is the property in a flood plain?			
				Do you currently pay flood insurance?			
				Does the property contain underground storage tank(s)?			
				Is the homeowner a licensed real estate salesperson or broker?			
				Is there any threatened or existing litigation regarding the property?			
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?			
				Is the property located within one (1) mile of an airport?			
The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.							
Signature of Seller		Date (mm/dd/yy)		Signature of Buyer		Date (mm/dd/yy)	
Signature of Seller		Date (mm/dd/yy)		Signature of Buyer		Date (mm/dd/yy)	
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.							
Signature of Seller (at closing)		Date (mm/dd/yy)		Signature of Seller (at closing)		Date (mm/dd/yy)	



Form #03.





**LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT**  
**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**  
**(SALES)**  
**COMMERCIAL-INDUSTRIAL REAL ESTATE**

1 **PROPERTY ADDRESS:** \_\_\_\_\_  
 2 \_\_\_\_\_

3 **LEAD WARNING STATEMENT**

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

12 **SELLER'S DISCLOSURE**

13 (a.) Presence of lead-based paint and/or lead-based paint hazards: **(check (i) or (ii) below)**

14 (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_

17 (ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_

20 (b.) Records and reports available to the seller: **(check (i) or (ii) below)**

21 (i) \_\_\_\_\_ Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate*  
 22 *Sales Disclosure* form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the  
 23 housing (list and attach documents below): \_\_\_\_\_  
 24 \_\_\_\_\_  
 25 \_\_\_\_\_

26 (ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.  
 27 \_\_\_\_\_  
 28 \_\_\_\_\_

29 **BUYER'S ACKNOWLEDGMENT (initial)**

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

31 (d.) \_\_\_\_\_ Buyer has received the pamphlet Protect Your Family From Lead in Your Home.

32 (e.) \_\_\_\_\_ Buyer has **(check (i) or (ii) below)**:

33 (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for  
 34 the presence of lead-based paint and/or lead-based paint hazards;  
 35 \_\_\_\_\_  
 36 **OR**

37 (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
 38 lead-based paint hazards.

39 **BROKER'S ACKNOWLEDGMENT (initial)**

40 (f.) \_\_\_\_\_ Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction  
 41 Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.

42 **(NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.)**  
 43 \_\_\_\_\_

44 **CERTIFICATION OF ACCURACY**

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

48 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall  
 49 be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this  
 50 *Certification and Acknowledgment* may be transmitted between them by facsimile machine. The parties intend that faxed

\_\_\_\_\_ (office use only)

51 signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed  
52 and/or delivered, if requested.

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BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED \_\_\_\_\_

PRINTED \_\_\_\_\_

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER \_\_\_\_\_

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER \_\_\_\_\_

BUYER'S ADDRESS FOR NOTICE PURPOSES \_\_\_\_\_

SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED \_\_\_\_\_

PRINTED \_\_\_\_\_

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER \_\_\_\_\_

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER \_\_\_\_\_

SELLER'S ADDRESS FOR NOTICE PURPOSES \_\_\_\_\_

SELLING BROKER \_\_\_\_\_ DATE \_\_\_\_\_

LISTING BROKER \_\_\_\_\_ DATE \_\_\_\_\_



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\_\_\_\_\_ (office Use Only)  
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**F. C. TUCKER COMPANY, INC.**

**NATIONAL DO NOT CALL LIST/FAX LISTS AND  
OTHER CONTRACT INFORMATION**

F.C. Tucker Company, Inc. and its affiliated business partners understand that you may have registered personal telephone numbers with the National Do Not Call system maintained by the FTC/FCC. In order to provide you with the very best service possible, we are requesting that you grant us permission to contact you at these registered numbers until you request us to stop.

We also are requesting permission to contact you by U.S. mail, email, and/or facsimile at the numbers and addresses provided by you until you request us to stop. These waiver requests and contact information are set forth on signature pages at the front and back of this Consumer Handbook (Item d).

**F.C. TUCKER COMPANY, INC.**

**MOLD DISCLOSURE AND WAIVER**

**SELLERS**

Seller acknowledges that F.C. Tucker Company, Inc. ("Tucker") and its Agents as well as buyer agents are NOT EXPERTS and have NO SPECIAL KNOWLEDGE or experience with regard to the evaluation or existence of possible lead based paint, radon, **MOLD AND OTHER BIOLOGICAL CONTAMINANTS** ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

**SELLER agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants.**

**Seller, in consideration of Tucker's listing of Seller's property as well as other valuable consideration acknowledged, RELEASES, HOLDS HARMLESS AND INDEMNIFIES Tucker, its sales associates, its affiliates, and buyer agents and buyer agents' companies from any and all liability, including attorney's fees and costs, arising out of or relating to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including, but not limited to Environmental Contaminants. This release and indemnification shall survive the closing.**

**BUYERS**

**MOLD INSPECTIONS.** Mold contaminants may exist in a home of which neither F.C. Tucker Company, Inc. ("Tucker") nor its Agents are aware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. These conditions may or may not be identified with a typical home inspection. Tucker recommends Buyer(s) obtain a home inspection to better determine the condition of the Property. Neither Tucker nor the Tucker Agents are experts in the field of mold contaminants. In the event suspected mold contamination is discovered, it is recommended that buyers satisfy themselves as to the property condition by having a mold inspection performed. The only way to determine if a mold-like substance is truly mold or is present at high levels is through sample collecting and analytic testing. The cost and quality of such inspections may vary. Companies able to perform appropriate inspections may be found in the Yellow Pages or on the World Wide Web.

**WAIVER.** In partial consideration for Agent's agreement to act as Buyer(s) agent and for the Purchase Agreement, Buyer(s) agree to WAIVE all claims against, and to RELEASE, HOLD HARMLESS AND DISCHARGE, Tucker and Tucker's Agents, employees, affiliates, officers and directors from all claims, demands, actions and liability relating to mold contaminants which are discovered in or on the property or home, which RELEASE AND WAIVER shall survive closing.



## REALTOR® Fair Housing Declaration

I agree to:

Provide equal professional service without regard to the race, color, religion, sex, handicap, familial status, national origin, or sexual orientation of any prospective client, customer, or of the residents of any community.

Keep informed about fair housing law and practices, improving my clients' and customers' opportunities and my business.

Develop advertising that indicates that everyone is welcome and no one is excluded; expanding my clients' and customers' opportunities to see, buy, or lease property.

Inform my clients and customers about their rights and responsibilities under the fair housing laws by providing brochures and other information.

Document my efforts to provide professional service, which will assist me in becoming a more responsive and successful REALTOR®.

Refuse to tolerate non-compliance.

Learn about those who are different from me and celebrate those differences.

Take a positive approach to fair housing practices and aspire to follow the spirit as well as the letter of the law.

Develop and implement fair housing practices for my firm to carry out the spirit of this declaration.





# F. C. Tucker Company, Inc.

## Corporate and Residential Real Estate Services

*(Serving Indiana Since 1918)*

### Executive Office

9279 North Meridian Street, Suite 100  
Indianapolis, Indiana 46260  
(317) 571-2200

### Residential Sales Offices

9111 Allisonville Road  
Indianapolis, Indiana 46250  
(317) 849-5050

3405 East 86th Street  
Indianapolis Indiana 46240  
(317) 259-6000

9277 North Meridian Street  
Indianapolis, Indiana 46260  
(317) 844-4200

9279 North Meridian Street  
Suite 102, 202  
Indianapolis, Indiana 46260  
(317) 843-7766

1119 Keystone Way  
Carmel, Indiana 46032  
(317) 846-7751

10 North First Street  
Zionsville, Indiana 46077  
(317) 873-5391

79th Street at Fall Creek  
9930 Geist Crossing Drive  
Indianapolis, Indiana 46256  
(317) 841-8880

12692 E. 116th Street  
Fishers, Indiana 46037  
(317) 570-3800

100 Lakeview Drive  
Noblesville, Indiana 46260  
(317) 776-0200

195 North Emerson Avenue  
Greenwood, Indiana 46143  
(317) 888-3311

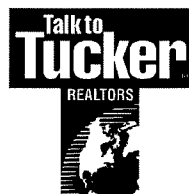
28 Yorkshire Blvd.  
Indianapolis, Indiana 46229  
(317) 891-0100

10188 East U.S. Highway 36  
Avon, Indiana 46123  
(317) 271-1700

9201 North Meridian Street  
Suite 250  
Indianapolis, Indiana 46260  
(317) 566-2399

342 Massachusetts Avenue  
Indianapolis, Indiana 46204  
(317) 686-0612

136 Meadowlake Drive, Suite D  
Mooresville, IN 46158  
(317) 210-9570



TalktoTucker.com