OKLAHOMA REAL ESTATE COMMISSION

APPENDIX B. RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT FORM

Seller instructions: Oklahoma Law (the "Residential Property Condition Disclosure Act," 60, O.S. Section 831 et. seq., effective July 1, 1995) **requires a seller** of 1 and 2 residential dwelling units **to deliver, or cause to be delivered, a disclaimer statement to a purchaser as soon as practicable, but in any event before acceptance of an offer to purchase if you, the seller: 1) have never occupied the property and make no disclosures** concerning the condition of the property; and **2) have no actual knowledge of any defect** concerning the property.

If, however, you occupied the property or know of a defect in regard to the property, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to the purchaser.

Also, if you become aware of a defect after delivery of this disclaimer statement to a purchaser, but before you accept an offer to purchase, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to a purchaser.

Completion of this form by you may not be more than 180 days prior to the date this form is received by a purchaser.

Note: If this disclaimer statement **is delivered to a purchaser after an offer to purchase has been made by the purchaser,** the offer to purchase **shall be accepted by you only after** a purchaser has acknowledged receipt of this statement and confirmed the offer to purchase.

Defect means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property.

SELLER'S DISCLAIMER STATEMENT

The undersigned seller states that seller has never occupied the property located at 805 E Cherry Ave Enid, Ok 73701 **, Oklahoma;**

(initial all below)

Seller has never occupied the property jjmjr ____ ____

Seller has no actual knowledge of any defects jjmjr ____ ____

Seller makes no disclosures concerning the condition of the property jjmjr ____ ____

James John Martin Jr — 10/28/26
Seller's Signature — Date — Seller's Signature — Date

PURCHASER'S ACKNOWLEDGMENT

The purchaser shall sign and date this acknowledgment. The purchaser is urged to carefully inspect the subject property and, if desired, to have the property inspected by an expert. The purchaser acknowledges that purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase you make on the property identified above.

Purchaser's Signature — Date — Purchaser's Signature — Date

Note to seller and purchaser: A real estate licensee has no duty to the seller or purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the seller in this disclaimer statement.

The disclosure and disclaimer statement forms and the Residential Property Condition Disclosure Information Pamphlet are made available by the Oklahoma Real Estate Commission, 1915 N. Stiles Ave., Suite 200 (Denver N. Davison Building), Oklahoma City, Oklahoma 73105-4919. Visit the Commission's web site: www.orec.ok.gov

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

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

Property Address: 805 E Cherry Ave Enid, Ok 73701

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

c. Purchaser has **(initial (i) or (ii) below)**:

i. _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

ii. _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

d. _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

e. Purchaser has **(initial (i) or (ii) below)**:

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

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

Agent's Acknowledgment (initial or enter N/A if not applicable)

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

g. LW Purchaser's agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance (only if the purchaser's agent receives compensation from the seller).

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

		James John Martin Jr	10/28/26
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
		Layla Weeks	10/28/26
Broker / Associate	Date	Broker / Associate	Date

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

☐ Contract of Sale of Real Estate ☑ Listing Agreement ☐ Other _____

1. DUTIES AND RESPONSIBILITIES. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
b. unless specifically waived in writing by a party to the transaction:
   1. receive all written offer and counteroffers;
   2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
   3. present timely all written offers and counteroffers.
c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;
d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
e. timely account for all money and property received by the Broker;
f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
   1. that a party or prospective party is willing to pay more or accept less than what is being offered,
   2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
   3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
   4. information specifically designated as confidential by a party unless such information is public.
g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

2. BROKERAGE SERVICES PROVIDED TO BOTH PARTIES TO THE TRANSACTION. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. BROKER PROVIDING FEWER SERVICES. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. CONFIRMATION OF DISCLOSURE OF DUTIES AND RESPONSIBILITIES. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on 10/28/26 day of _____, 20____.

Seller's Printed Name Tommyknockers Enterprises LLC/ Jim Martin Seller's Signature James John Martin Jr

Seller's Printed Name _____ Seller's Signature _____

OKLAHOMA REAL ESTATE COMMISSION

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b. unless specifically waived in writing by a party to the transaction:
   1. receive all written offer and counteroffers;
   2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
   3. present timely all written offers and counteroffers.
c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;
d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
e. timely account for all money and property received by the Broker;
f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
   1. that a party or prospective party is willing to pay more or accept less than what is being offered,
   2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
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I understand and acknowledge that I have received this notice on 10/28/26 day of _____, 20____.

Seller's Printed Name Tommyknockers Enterprises LLC/ Jim Martin Seller's Signature James John Martin Jr

Seller's Printed Name _____ Seller's Signature _____