

**INFORMATIONAL STATEMENT FOR MISSISSIPPI PROPERTY CONDITION
DISCLOSURE STATEMENT (EFFECTIVE JULY 1, 2008)**

In accordance with Sections 89-1-501 through 89-1-527 of the Mississippi Code of 1954, as amended, effective July 1, 2005, a **TRANSFEROR** of real property consisting of not less than one (1) nor more than four (4) dwelling units shall provide a Property Condition Disclosure Statement when the transfer is by, or with the aid of, a duly licensed real estate broker or salesperson. The required Property Condition Disclosure Statement shall be in the form promulgated by the Mississippi Real Estate Commission (MREC) or on another form that contains the identical information. The MREC Form may be found at www.mrec.ms.gov.

RIGHTS OF PURCHASER AND CONSEQUENCES FOR FAILURE TO DISCLOSE

If the Property Condition Disclosure Statement is delivered **after** the Transferee has made an offer, the transferee may terminate any resulting real estate contract or withdraw any offer for a time period of three (3) days after the delivery in person or five (5) days after the delivery by deposit in mail. This termination or withdrawal will always be without penalty to the Transferee and any deposit or earnest money must be promptly returned to the prospective purchaser (despite any agreement to the contrary).

DUTY OF LICENSEE AND CONSEQUENCES OF FAILURE TO FULFILL SUCH DUTIES

The Mississippi Statute requires real estate licensees to inform their clients of those clients' duties and rights in connection with the Property Condition Disclosure Statement. The failure of any licensee to inform their client of the clients' responsibilities could subject the licensee (salesperson and broker) to censure, suspension, or revocation of their respective real estate licenses. The licensee is not liable for any error, inaccuracy or omission in a Property Condition Disclosure Statement **unless** the licensee has actual knowledge of the error, inaccuracy or omission by the Transferor.

IMPORTANT PROVISIONS OF THE LAW

- **The Property Condition Disclosure Statement should not be considered a warranty by the Transferor.
- **The Property Condition Disclosure Statement is **NOT** intended to become a part of any contract between the Transferor(s) and the Transferee(s) and it is for "disclosure" purposes only.
- **The Property Condition Disclosure Statement may not be used as a substitute for an inspection by a licensed home inspector or for other home warranties that the Transferor or Transferee may obtain.
- **Any **Appliances or Items deemed to be Personal Property** should be negotiated by the Seller and the Buyer in the Contract for the Purchase and Sale of Real Estate and all ownership rights should be transferred by a Bill of Sale or other appropriate contractual instrument. This Property Condition Disclosure Statement is not part of the Contract of Sale.
- **Nothing in this law precludes the rights and duties of the Transferee to inspect the property.

EXEMPTIONS

Section 89-1-501 (2) <a through i> stipulates specific exemptions from the requirement of providing a Property Condition Disclosure Statement by the Transferor of residential property. They include:

- **Transfers pursuant to a court order, a writ of execution, a foreclosure sale, a bankruptcy, an eminent domain proceeding, transfers from a decree for specific performance, transfers by a mortgagor who is in default, any sale pursuant to a decree of foreclosure or by means of a deed in lieu of foreclosure, transfer by the administration of a decedent's estate, a guardianship, a conservatorship or a trust.
- **Transfers from one co-owner to another, transfers from one spouse to another, transfers to a person in the lineal line of consanguinity, transfers to or from governmental entities or transfers on which no dwelling is located.

If the Transferor has NOT OCCUPIED the dwelling but, during the period of ownership, the Transferor has requested or authorized any repairs, replaced any of the mechanical equipment, has initiated any action or activity which could be documented on the Disclosure Statement or has actual knowledge of information which might impact a transferee's decision to purchase the residence, Transferors are obligated to complete those specific portions of the Disclosure Statement which are applicable to that information.

The Transferor is **REQUIRED** to sign the Disclosure Statement when the transaction is finalized to **confirm that there have been no material changes to the property.**

CONFIRMATION OF UNDERSTANDING

SELLER (UPON LISTING) DATE

BUYER (BEFORE OFFER) DATE

SELLER (UPON LISTING) DATE

BUYER (BEFORE OFFER) DATE

REPRESENTING THE SELLER(S)

REPRESENTING THE BUYER(S)

PROPERTY CONDITION DISCLOSURE STATEMENT

The following is a Property Condition Disclosure required by Sections 89-1-507 through 89-1-527 of the Mississippi Real Estate Brokers Act of 1954, as Amended, and made by the **SELLER(S)** concerning the condition of the **RESIDENTIAL PROPERTY** located at: _____

SELLER(S): _____ Approximate Age of the Residence _____

This Disclosure is not a warranty of any kind by the Seller or any Real Estate Agent of the Seller in this transaction and is not a substitute for any inspections or warranties the Purchaser may wish to obtain. This statement may be made available to other parties and **is to be attached to the Listing Agreement and signed by the SELLER(S).**

TO THE SELLER(S): Please complete the following form, including any past history of problems, if known. If the condition or question does not apply to your property, mark with "N/A".

IF THE RESIDENCE IS NEW/PROPOSED RESIDENTIAL CONSTRUCTION, the **BUILDER** should complete the Property Condition Disclosure Statement and reference specific plans/specifications, materials lists and/or change orders.

DO NOT LEAVE ANY BLANK SPACES. ATTACH ADDITIONAL PAGES IF NECESSARY. THIS FORM MAY BE DUPLICATED BUT NOT ALTERED

STRUCTURAL ITEMS:

A. BUILDING CODE:

Was the residence built in conformity with an approved building code? Yes _____ No _____ Unknown _____
If yes, was it inspected by a City/County Code Enforcement Inspector? Yes _____ No _____ Unknown _____
Has a Mississippi Licensed Home Inspector completed a Home Inspection Report? Yes _____ No _____

B. STRUCTURAL ITEMS:

Are you aware of any foundation repairs made in the past? Yes _____ No _____ Explain _____
Are any foundation repairs currently needed? Yes _____ No _____ Explain _____

C. HISTORY OF INFESTATION, IF ANY: TERMITES, CARPENTER ANTS, ETC:

Any evidence of rot, mildew, vermin, rodents, termites, carpenter ants, or other infestation? Yes _____ No _____
Have you requested treatments for any type of infestations? Yes _____ No _____ Explain _____
Are you aware of any Repaired Damage? Yes _____ No _____; If yes, please describe _____
Is there currently an outstanding termite contract? Yes _____ No _____ Who is the contractor? _____

D. ROOF:

Has the roof been replaced or repaired during your ownership? Yes _____ No _____; If yes, when? _____
During your ownership have there been any leaks, water back ups, or problems with the roof? Yes _____ No _____
The roof is _____ years old.

E. LAND AND SITE DATA:

Is there an engineer's survey available? Yes _____ No _____ Date the survey was completed _____
Are you aware of the existence of any of the following, to wit:
Encroachments: Yes ___ No ___ Unknown ___ Flood Zone: Yes ___ No ___ Unknown ___
Easements: Yes ___ No ___ Unknown ___ Soil/Erosion: Yes ___ No ___ Unknown ___
Soil Problems: Yes ___ No ___ Unknown ___ Subsoil Problem: Yes ___ No ___ Unknown ___
Standing Water: Yes ___ No ___ Unknown ___ Land Fill: Yes ___ No ___ Unknown ___

Are you aware of any current zoning regulations which will cause the residence to be considered a nonconforming usage (lot size, set backs, etc) Yes _____ No _____ If Yes, please explain _____

Are there any rights-of-way, easements, eminent domain proceedings or similar matters which may negatively impact your ownership interest in the residence? Yes _____ No _____ If YES, please explain _____

FOR ANY REASON, has any portion of the residence ever suffered water damage? Yes _____ No _____ If yes, please explain in detail _____. Is the residence currently located in a FEMA Designated Flood Hazard Zone? Yes ___ No ___ Unknown ____; Is Flood Insurance required? Yes _____ No _____ Unknown _____
Is any portion of the property designated as a **WETLANDS AREA**? Yes _____ No _____ Unknown _____

F. ADDITIONS/REMODELS:

During your period of ownership, have there been any additions, remodeling, structural changes or alterations to the residence? Yes _____ No _____ If YES, please explain _____
Name of the Licensed Contractor _____. Were all work permits and approvals in compliance with the local building codes? Yes _____ No _____ Please Explain _____

G. STRUCTURE/WALLS/ WINDOWS:

Has there been any damage to the structure as a result of fire, windstorm, tornados, hurricane or any other natural disaster? Yes ___ No ___ If YES, please explain _____
Have you ever experienced ANY problems with walls, siding or windows? Yes ___ No ___ Explain _____

H. OTHER:

Are you aware of any problems which may exist with the property by virtue of prior usages such as, but not limited to, **Methamphetamine Labs**, Hazardous/Toxic waste disposal, the presence of asbestos components, Lead-Based Paint, Urea-Formaldehyde Insulation, Mold, Radon Gas, Underground Tanks or any past industrial uses of the premises? Yes ___ No ___ If "YES, please explain _____

SELLER'S INITIALS _____

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PURCHASER'S INITIALS _____

