



## Fidelity Title Agency of Alaska, LLC

Thank you for choosing Fidelity Title Agency of Alaska. We will be acting as a neutral third party between the participants in the transaction. Attached are the forms to fill out so that we can assist you. Be aware that important legal rights and obligations are affected by these documents. All the transaction participants should read each form carefully and completely before signing them. All the documents must be signed before we can begin our work for you. We also encourage each of you to seek assistance and professional advice from a real estate licensee, attorney, and tax professional. We are required to serve as a neutral third party and cannot advise you in these areas. We would like to make this experience as smooth and worry free as possible for all involved. Below is a checklist of required items that we need to get started.

- A completed and signed Purchase and Sale Agreement with Earnest Money Receipt, to include phone numbers and email addresses of Sellers and Buyers. Please include contact information for all parties involved.
- No Personal Checks over \$2000.00 will be accepted. Personal checks drawn on a local bank under \$2000.00 will be accepted if closing is 45 days out, otherwise a local cashier check is required.
- A \$250.00 check drawn on a local bank or a cashier's check to open the order. Cancelled orders are subject to a \$250.00 cancellation fee. See page 1 of Purchase and Sale Agreement with Earnest Money Agreement.
- Preliminary Escrow Instructions, signed by the Seller and Buyer.
- Complete instructions of the Owner Financing Terms, if applicable.
- Instructions Regarding Private Financing Documents, if applicable.

**Funds and Recording:** Seller and Buyer agree before recording can take place, funds **will be** provided to the Closing Agent **and** shall be in the following form: interbank electronic transfer, a certified cashier's check drawn on a financial institution located in the state of Alaska.

**Wire Transfer Warning:** Electronic means of transferring money (i.e., ETF, wire transfer, electronic check, direct deposit, etc.) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. Parties are advised neither the Brokerage nor the Title Company will **EVER** provide electronic transfer instructions by e-mail. Following the money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. The parties agree if they use, or authorize the use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their licensees, and the designated Title Company harmless from any and all claims arising from inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

\_\_\_\_/\_\_\_\_



**PURCHASE AND SALE AGREEMENT  
WITH EARNEST MONEY DEPOSIT**

Received from \_\_\_\_\_, (the "Buyer(s)"), the sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), by Wire or Check # \_\_\_\_\_, paid to the  ("Seller(s)")  deposited with Fidelity Title Agency of Alaska, as earnest money, on the terms as set forth as follows: **\*\*\*No Personal Checks Over \$2000.00 Dollars\*\*\***

Should the earnest money deposit be held by Fidelity Title Agency of Alaska, LLC in its non-interest trust account, said earnest money will be held until the transaction is completed or fails to close. If this transaction is cancelled, Fidelity Title Agency of Alaska, LLC will require a fully signed termination agreement instructing the release of earnest money funds and will retain \$250.00 from the earnest money deposit as a cancellation fee for the preliminary work done. Should the sale close, the earnest money deposit shall be credited to the buyer at closing.

**1. Sale:** The Seller(s) agrees to sell to Buyer(s) and Buyer(s) agrees to purchase, at the price and on the terms and conditions set forth below, the following described property in the \_\_\_\_\_ Recording District, \_\_\_\_\_ Judicial District, State of Alaska:

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

Legal Description: \_\_\_\_\_

hereinafter "the Property". The sales price includes the following personal property (if none, leave blank):

**2. Price.** The total purchase price for the Property is: \$ \_\_\_\_\_, payable by the Buyer(s) as follows:

The balance of the purchase price in the form of **local cashier's check** or wire shall be deposited with the escrow agent on or before closing, or payable as follows:

- New lender loan from \_\_\_\_\_ and down payment of \$ \_\_\_\_\_.
- Owner finance according to the terms and conditions on the attached.
- Assumption of loan number# \_\_\_\_\_ currently serviced by \_\_\_\_\_.

**3. Condition of Property:** Buyer(s) offers to purchase the property in its present "As-Is" condition (if left blank), or, subject to the following items to be completed before closing:

---



---

**4. Additional Terms and Conditions:**

---



---

**5. Charges:** Upon closing, the escrow agent shall charge the Seller(s) and/or Buyer(s) as indicated by placing an "X" in the appropriate column (if both Seller and Buyer column marked, the costs will be divided equally). Any lender charges not marked which apply to the transaction, will be charged to the Buyer(s).

ITEM	B	S
Owner's Title Insurance		
Lender's Title Insurance		
Escrow Settlement Fee		
Attorney Document Fee		
Recording Fee		
Collection Escrow Set-Up		
Collection Escrow Annual		
HOA Resale Certificate		
HOA Transfer Fee		
As-built Survey/Plot Plan		
Assessments /future & pending		
Assessments /levied		
Well Flow Test		
Well/Septic Inspection		
Home Inspection		

ITEM	B	S
Origination Fee		
Commitment Fee		
Discount Points		
Credit Report		
Flood Certificate/Determination		
Tax Registration		
Appraisal Fee (Final)		
Lender Document Fee		
Reserves		
Prepays		
FHA/VA Funding Fee		
Assumption Fee		
Reconveyance Fee		
Wire Transfer Fee		
Final Inspection		
Smoke Detectors		

**6. Recording:** Taxes for the current year, rents, insurance, interest, homeowners dues, mortgage reserves, water and any other utilities constituting liens and security deposits, shall be pro-rated or transferred as of the date of recordation of the deed. Possession of the property will occur on recording, on or before \_\_\_\_\_.

**7. Title and Deed:** Seller(s) shall convey marketable title to the Property to Buyer(s) by warranty deed free and clear of all liens, charges and encumbrances, clouds and defects whatsoever, except: \_\_\_\_\_.

**Buyer to vest Title as follows:** \_\_\_\_\_.

**8. Title Insurance:** A title insurance policy in the amount of the purchase price issued by Fidelity Title Agency of Alaska as agent for its underwriter will be issued to Buyer(s) at closing. If Seller(s) financing is being provided, a standard mortgagee's title policy will be issued to the Seller(s) if requested by indicating such in Paragraph 5 above.

**9. Title Commitment:** Seller(s) shall obtain for Buyer(s) a commitment to issue the required title policy ("title report") from Fidelity Title Agency of Alaska immediately upon the execution of this Agreement. A copy will be provided to Seller(s) and Buyer(s) before closing. Buyer(s) shall notify Seller(s) and the title company of any restrictions, reservations, limitations, easements, and conditions of record, ("title defects") disclosed in the title report which are objectionable to Buyer(s). In the event that Buyer(s) so notifies Seller(s) of any title defects, Seller(s) shall have until the closing date to cure or remove the title defects. Seller(s) shall be obligated to remove all title defects objected to by Buyer(s) or shall notify Buyer(s) that such items will not be removed at or prior to closing in which event; Buyer(s) shall be entitled to return of the earnest money deposit. Rights reserved in federal or State patents, governmental building or use restrictions, and building or zoning regulations and provisions shall not be deemed defects or encumbrances. Any defects or encumbrances may be discharged at closing out of the purchase money.

**10. Escrow Agent:** This transaction shall be placed in escrow with Fidelity Title Agency of Alaska ("escrow agent"). A copy of this Agreement shall be deposited with the escrow agent by the Buyer(s). The escrow agent may additionally attach its preliminary escrow instructions and standard escrow instructions.

**11. Closing Documents – Funds:** On or before the closing date, the escrow agent shall record the deed and any other instruments required to be recorded and shall deliver to each of the parties or their assigns, the funds and documents to which they shall be respectively entitled, together with its escrow statement, provided that the escrow agent shall then have on hand all funds and documents necessary to complete the transaction and provided the title company has stated that it shall be in a position to and will issue and deliver, upon the filing of the deed of record, the title insurance required hereunder.

**12. Binding Effect:** This Agreement shall be binding upon Seller(s) and Buyer(s) and their respective heirs, executors, administrators, successors, and assigns. Neither party shall assign or transfer this Agreement without the written consent of the non-assigning party.

_____ Seller Name/signature	_____ Date/Time	_____ Buyer Name/signature	_____ Date/Time
--------------------------------	--------------------	-------------------------------	--------------------

_____ Seller Name/signature	_____ Date/Time	_____ Buyer Name/signature	_____ Date/Time
--------------------------------	--------------------	-------------------------------	--------------------

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

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

## OWNER FINANCE TERMS

Contract Date: \_\_\_\_\_

Buyer (s): \_\_\_\_\_

Seller (s): \_\_\_\_\_

Property described as:

LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ SUBDIVISION \_\_\_\_\_ PLAT # \_\_\_\_\_

Other: \_\_\_\_\_

The undersigned Buyer(s) and Seller(s) hereby agree to the following terms:

Total Sales Price: \$ \_\_\_\_\_

Down Payment: \$ \_\_\_\_\_

Note Amount: \$ \_\_\_\_\_

Monthly Payment Amount: \_\_\_\_\_ Other: \_\_\_\_\_

Interest Rate per annum: \_\_\_\_\_ % Is interest rate fixed?  Yes  No

If adjustable, how is it to be adjusted:

\_\_\_\_\_

Note and Deed of Trust to be Escrowed at: \_\_\_\_\_

1st Payment Due Date: \_\_\_\_\_

Maturity Date of Note: \_\_\_\_\_ Due on Sale Clause?  Yes  No

Late Payment Fee:  Yes  No Please provide amount(s) and days considered late:

Amount: \_\_\_\_\_ or \_\_\_\_\_ % of monthly payment if more than \_\_\_\_\_ days late\*

Balloon Payment(s):  Yes  No If Yes, please provide amount(s) and due date(s):

Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

Insurance required by lender:  Yes  No

Escrow Payment will include (if applicable): \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Homeowners Insurance

\_\_\_\_\_  
Seller Name Date

\_\_\_\_\_  
Seller Name Date

\_\_\_\_\_  
Buyer Name Date

\_\_\_\_\_  
Buyer Name Date



**EARNEST MONEY AGREEMENT ADDENDUM \_\_\_\_\_**

The Earnest Money Receipt and Purchase Agreement dated \_\_\_\_\_, 20\_\_\_\_ between:

Buyer (s): \_\_\_\_\_ AND

Seller (s): \_\_\_\_\_

Property described as:

LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ SUBDIVISION \_\_\_\_\_ PLAT # \_\_\_\_\_

Other: \_\_\_\_\_

the undersigned Buyer(s) and Seller(s) hereby agree to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All other terms and conditions remain the same.

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_



THE STATE  
of

**ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business and Professional Licensing

**Real Estate Commission**

550 West 7<sup>th</sup> Avenue, Suite 1500, Anchorage, AK 99501

Phone: (907) 269-8160

Email: [RealEstateCommission@Alaska.Gov](mailto:RealEstateCommission@Alaska.Gov)

Website: [ProfessionalLicense.Alaska.Gov/RealEstateCommission](http://ProfessionalLicense.Alaska.Gov/RealEstateCommission)

## State of Alaska Residential Real Property Transfer Disclosure Statement

Prepared in compliance with Alaska Statute (AS) 34.70.010 - 34.70.200

AS 34.70.010 requires that before a Transferee/Buyer (hereafter referred to as Buyer) makes a written offer of residential real property, the Transferor/Seller (hereafter referred to as Seller) must deliver a completed written disclosure form. This disclosure statement is in compliance with AS 34.70.010. It concerns the residential real property\* located in the Recording District, Judicial District, State of Alaska as listed below.

<b>Recording District:</b>	
<b>Legal Description:</b>	
<b>Property Address/ City/Other:</b>	

\*Residential real property means any single-family dwelling, or two single family dwelling units under one roof, or any individual unit in a multi-unit structure or common interest ownership community whose primary purpose is to provide housing. AS 34.70.200(2) and (3).

**Exemption for First Sale:** Under AS 34.70.120, the first transfer of an interest in residential real property that has never been occupied is exempt from the requirement for the Seller to complete the Disclosure Statement.

**Waiver by Agreement:** Under AS 34.70.110, completion of this disclosure statement may be waived when transferring an interest in residential real property if the Seller and Buyer agree in writing. Signing this waiver does not affect other obligations for disclosure.

**Violation or Failure to Comply:** A person who negligently violates or fails to perform a duty required by AS 34.70.010 - AS 34.70.200 is liable to the Buyer for actual damages suffered by the Buyer as a result of the violation or failure. If the person willfully violates or fails to perform a duty required by AS 34.70.010 -AS 34.70.200, the Seller is liable to the Buyer for up to three times the actual damages. In addition to the damages, a court may also award the Buyer costs and attorney fees to the extent allowed under the rules of court.

**AS 34.70.020 provides that if a disclosure statement or material amendment is delivered to the transferee after the transferee has made a written offer, the transferee may terminate the offer by delivering a written notice of termination to the transferor or the transferor's licensee within three days after the disclosure statement or amendment is delivered in person or within six days after the disclosure statement or amendment is delivered by deposit in the mail.**

**AS 34.70.040(b) provides that if an item that must be completed in the disclosure statement is unknown or is unavailable to the Seller, and if the Seller or Seller's agent has made a reasonable effort to ascertain the information, the Seller may make an approximation based on the best information available to the Seller or Seller's agent. It must be reasonable, clearly labeled as an approximation, and not used to avoid the disclosure requirements of AS 34.70.010 – AS 34.70.200.**

All disclosures made in this statement are required to be made in good faith (AS 34.70.060). The Seller must disclose defects or other conditions in the real property, or the real property interest being transferred. The Seller does not need to include a search of the public records, nor does it require a professional inspection of the property.

If the information supplied in this disclosure statement becomes inaccurate as a result of an act or agreement after the disclosure statement is delivered to the Buyer, the Seller is required to deliver an amendment to the disclosure statement to the Buyer. An addendum/amendment form for that purpose may be attached to this disclosure statement.

Upon delivery to a buyer, any inspection/reports generated by a purchase agreement of this property automatically becomes an addendum/amendment to the property disclosure.

# PART I Seller's Information Regarding Property

## Property Type

<b>Property Type:</b> (Check One)	<input type="checkbox"/> Single	<input type="checkbox"/> Zero Lot Line/Town House	<input type="checkbox"/> Condominium	<input type="checkbox"/> Townhome/PUD
	<input type="checkbox"/> Duplex (Including single Family with an Apartment)		<input type="checkbox"/> Other (Please Specify): _____	
<b>Do you currently occupy the property?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>If yes, how long?</b>	
<b>If not the current occupant, have you ever occupied the property?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>If yes, when?</b>	
<b>*Year Property was Built:</b>				

\*If property was built prior to 1978, or if Seller has any knowledge of lead-based paint, Seller must complete Disclosure of Information and Acknowledgment of Lead-based Paint and/or Lead-Based Paint Hazards in accordance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (also known as Title X) and provide Buyer with the "Protect Your Family from Lead in Your Home" pamphlet. The pamphlet can be found online at [EPA.Gov/Lead/Real-Estate-Disclosures-about-Potential-Lead-Hazards](http://EPA.Gov/Lead/Real-Estate-Disclosures-about-Potential-Lead-Hazards)

<b>Construction Overview:</b>	<input type="checkbox"/> Wood Frame	<input type="checkbox"/> Manufactured	<input type="checkbox"/> Modular	<input type="checkbox"/> Other: _____
<b>Foundation:</b>	<input type="checkbox"/> Masonry Block	<input type="checkbox"/> Poured Concrete	<input type="checkbox"/> Treated Wood	<input type="checkbox"/> Piling <input type="checkbox"/> Other: _____
<b>Name of Original Builder (If Known):</b>				

## Property Features

Check all items that have known defects or malfunctions. Describe the defect or malfunction on the Addendum/Amendment(s) to the Disclosure Statement.

<input type="checkbox"/> Auto Garage Door Opener(s) # of: _____	<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Hot Tub Cover	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Water Filtering System
<input type="checkbox"/> Barbecue	<input type="checkbox"/> Generator	<input type="checkbox"/> Instant Hot Water Dispenser	<input type="checkbox"/> Security System	<input type="checkbox"/> Water Softener
<input type="checkbox"/> Central Vacuum Installed	<input type="checkbox"/> Generator Hook-Up	<input type="checkbox"/> Intercom	<input type="checkbox"/> Smoke Detector(s) # of: _____	<input type="checkbox"/> Window Blinds # of: _____
<input type="checkbox"/> CO Detector(s) # of: _____	<input type="checkbox"/> Greenhouse	<input type="checkbox"/> Jetted Tub	<input type="checkbox"/> Steam Shower Room	<input type="checkbox"/> Window Rods # of: _____
<input type="checkbox"/> Cooktop(s) # of: _____	<input type="checkbox"/> Attached	<input type="checkbox"/> Microwave(s) # of: _____	<input type="checkbox"/> Storage Shed # of: _____	<input type="checkbox"/> Window Screens
<input type="checkbox"/> Dishwasher(s) # of: _____	<input type="checkbox"/> Detached	<input type="checkbox"/> Oven(s) # of: _____	<input type="checkbox"/> Stove(s), Pellet # of: _____	<input type="checkbox"/> Wood Stove(s) # of: _____
<input type="checkbox"/> Dryer(s) # of: _____	<input type="checkbox"/> Ventilating System	<input type="checkbox"/> Paddle Fan(s) # of: _____	<input type="checkbox"/> Trash Compactor(s) # of: _____	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Fire Alarms	<input type="checkbox"/> Heating System	<input type="checkbox"/> Refrigerator(s) # of: _____	<input type="checkbox"/> T.V. Antenna	
<input type="checkbox"/> Freezer(s) # of: _____	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Rods & Blinds	<input type="checkbox"/> Washer(s) # of: _____	
<b>Comments:</b>				

Seller's Initials

Date

Property Address

Buyer's Initials

Date



## PART I Seller's Information Regarding Property (continued)

### Structural Components

Check only those items that have known defects, malfunctions or have had repairs performed within the last five years. Also, check items that need to be replaced/repaired.

Repaired or Replaced	Needs Repair	Repaired or Replaced	Needs Repair	Repaired or Replaced	Needs Repair	Repaired or Replaced	Needs Repair
<input type="checkbox"/>	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/>	<input type="checkbox"/> Fireplaces(s) # of: _____	<input type="checkbox"/>	<input type="checkbox"/> Patio/Decking	<input type="checkbox"/>	<input type="checkbox"/> Swimming Pool
<input type="checkbox"/>	<input type="checkbox"/> Carport	<input type="checkbox"/>	<input type="checkbox"/> Floors	<input type="checkbox"/>	<input type="checkbox"/> Plumbing Systems	<input type="checkbox"/>	<input type="checkbox"/> Ventilator System
<input type="checkbox"/>	<input type="checkbox"/> Ceilings	<input type="checkbox"/>	<input type="checkbox"/> Foundation	<input type="checkbox"/>	<input type="checkbox"/> Pool Cover	<input type="checkbox"/>	<input type="checkbox"/> Venting
<input type="checkbox"/>	<input type="checkbox"/> Chimneys	<input type="checkbox"/>	<input type="checkbox"/> Garage	<input type="checkbox"/>	<input type="checkbox"/> Private Walkways	<input type="checkbox"/>	<input type="checkbox"/> Washer/Dryer Hookups
<input type="checkbox"/>	<input type="checkbox"/> Crawl Space	<input type="checkbox"/>	<input type="checkbox"/> Garage Floor Drain	<input type="checkbox"/>	<input type="checkbox"/> Rain Gutters	<input type="checkbox"/>	<input type="checkbox"/> Water Heater
<input type="checkbox"/>	<input type="checkbox"/> Doors	<input type="checkbox"/>	<input type="checkbox"/> Gas Starter	<input type="checkbox"/>	<input type="checkbox"/> Retaining Walls	<input type="checkbox"/>	<input type="checkbox"/> Water Supply
<input type="checkbox"/>	<input type="checkbox"/> Driveways	<input type="checkbox"/>	<input type="checkbox"/> Heat Recovery	<input type="checkbox"/>	<input type="checkbox"/> Roof	<input type="checkbox"/>	<input type="checkbox"/> Wind Generators
<input type="checkbox"/>	<input type="checkbox"/> Electrical Systems	<input type="checkbox"/>	<input type="checkbox"/> Heating Systems	<input type="checkbox"/>	<input type="checkbox"/> Sewage Systems	<input type="checkbox"/>	<input type="checkbox"/> Windows
<input type="checkbox"/>	<input type="checkbox"/> Electronic Air Cleaner	<input type="checkbox"/>	<input type="checkbox"/> Humidifier	<input type="checkbox"/>	<input type="checkbox"/> Skylights	<input type="checkbox"/>	<input type="checkbox"/> Woodstove(s) # of: ____
<input type="checkbox"/>	<input type="checkbox"/> Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/> Insulation	<input type="checkbox"/>	<input type="checkbox"/> Slabs	<input type="checkbox"/>	<input type="checkbox"/> Other: _____
<input type="checkbox"/>	<input type="checkbox"/> Fences/Gates	<input type="checkbox"/>	<input type="checkbox"/> Interior Walls	<input type="checkbox"/>	<input type="checkbox"/> Solar Panels	<input type="checkbox"/>	<input type="checkbox"/> Other: _____
<input type="checkbox"/>	<input type="checkbox"/> Filtration	<input type="checkbox"/>	<input type="checkbox"/> Mechanical	<input type="checkbox"/>	<input type="checkbox"/> Stove, Pellet		

Describe the defect, malfunction, or repair on the Addendum/Amendment(s) to the Disclosure Statement.

Describe any other items not covered above:

Comments:

## PART II Documentation

Check the documents for the subject property that the seller has available for review:

- |                                                                      |                                                             |                                                                         |
|----------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> As-Built Survey                             | <input type="checkbox"/> Party Wall Agreement               | <input type="checkbox"/> Title Information                              |
| <input type="checkbox"/> Certificate of Occupancy                    | <input type="checkbox"/> PUR-101                            | <input type="checkbox"/> Water Rights Certificates                      |
| <input type="checkbox"/> Deed Restrictions                           | <input type="checkbox"/> PUR-102                            | <input type="checkbox"/> Well Log & Water Tests                         |
| <input type="checkbox"/> Energy Rating Certificate                   | <input type="checkbox"/> Resale Certificate                 | <input type="checkbox"/> Written Agreement with Adjacent Property Owner |
| <input type="checkbox"/> Engineer/Property/Home Inspection Report(s) | <input type="checkbox"/> Shared Septic Agreement            | <input type="checkbox"/> Other: _____                                   |
| <input type="checkbox"/> Flood Evaluation Certificate                | <input type="checkbox"/> Shared Well Agreement              | <input type="checkbox"/> Other: _____                                   |
| <input type="checkbox"/> Hazardous Materials Test(s)                 | <input type="checkbox"/> Soil Tests                         |                                                                         |
| <input type="checkbox"/> Lease/Rental Agreement                      | <input type="checkbox"/> Subdivision Covenants/Restrictions |                                                                         |

Seller's Initials

Date

Property Address

Buyer's Initials

Date

## PART II Documentation (continued)

Supply information for the following:

Item	Average Monthly Utility Cost	Company/Source	Utility History Attached
Coal	\$		<input type="checkbox"/>
Electric	\$		<input type="checkbox"/>
Gas	\$		<input type="checkbox"/>
Oil	\$	# of Gallons	<input type="checkbox"/>
Propane	\$		<input type="checkbox"/>
Refuse	\$		<input type="checkbox"/>
Security Alarm Systems	\$		<input type="checkbox"/>
Sewer	\$		<input type="checkbox"/>
Water	\$		<input type="checkbox"/>
Wood	\$		<input type="checkbox"/>
Other	\$		<input type="checkbox"/>

## PART III Additional Information

To the best of your knowledge, are you aware of any of the following conditions with respect to the subject property? For any "Yes" answer, indicate the relevant item number and explain the condition on the Addendum/Amendment(s) to the Disclosure Statement.

	Yes	No	UNK
1. Do you know of any existing, pending, or potential legal action(s) concerning the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you know of any street or utility improvements planned that will affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Road maintenance provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, provided by:</i>			

Seller's Initials

Date

Property Address

Buyer's Initials

Date

**PART III Additional Information (continued)**

			Yes	No	UNK
4. Is the property currently rented or leased?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, expiration date:					
5. Is there a homeowner's association (HOA) for the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, HOA Name:		HOA Phone Number:			
<input type="checkbox"/> Mandatory <input type="checkbox"/> Voluntary <input type="checkbox"/> Inactive		Monthly Dues:	\$ _____	per _____	
Are there any levied or pending assessments?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name of person responsible for issuing resale certificate:		Phone Number:			

**Setbacks/Restrictions**

		Yes	No	UNK
1.	Have you been notified of any proposed zoning changes for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Are you aware of features of the property shared in common with adjoining property owners, such as walls, fences and driveways, whose use or responsibility for maintenance may affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Are there subdivision conditions, covenants, or restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Are you aware of any violations of building codes, zoning, setback requirements, subdivision covenants, borough, or city restrictions on this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Are you aware of any nonconforming uses of this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Are you aware of any deed, or other private restrictions on the use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Are you aware of any variances being applied for, or granted, on this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Are you aware of any easements on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Seller's Initials

Date

Property Address

Buyer's Initials

Date

**PART III Additional Information (continued)**

**Heating System(s)**

<b>Check all types that apply:</b>				
<input type="checkbox"/> Boiler System	<input type="checkbox"/> Geo Thermal	<input type="checkbox"/> Monitor/Toyo	<input type="checkbox"/> Wood Stove	
<input type="checkbox"/> Electrical Heat	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Pellet Stove	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Forced Air	<input type="checkbox"/> Hot Water Baseboard	<input type="checkbox"/> Radiant Heat		
<b>Age (Years):</b>		<b>Last Cleaned:</b>		<b>Last Inspected:</b>
<b>Source:</b>	<input type="checkbox"/> Coal	<input type="checkbox"/> Electric	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Wood
	<input type="checkbox"/> Propane Tank which is:		<input type="checkbox"/> Leased	<input type="checkbox"/> Owned
	<input type="checkbox"/> Oil with _____ Gallon Storage which is:		<input type="checkbox"/> Buried	<input type="checkbox"/> Above Ground
<b>Age of Tank:</b>				

**Sewer System**

				<b>Yes</b>	<b>No</b>	<b>UNK</b>
<b>Type:</b>	<input type="checkbox"/> Public	<input type="checkbox"/> Private	<input type="checkbox"/> Community	<input type="checkbox"/> Other: _____		
<b>1. Does your sewer system have a lift station/lift pump?</b>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>If Private:</b>	<input type="checkbox"/> Holding Tank	<input type="checkbox"/> Septic Tank	<input type="checkbox"/> Other: _____			
<b>Drain Field System:</b>	<input type="checkbox"/> Bed	<input type="checkbox"/> Crib	<input type="checkbox"/> Mound	<input type="checkbox"/> Pit	<input type="checkbox"/> Trench	<input type="checkbox"/> Other: _____
<b>Innovative Sewer System:</b>	<input type="checkbox"/> Biocycle	<input type="checkbox"/> Intermittent Sand Filter	<input type="checkbox"/> Recirculating Upflow Filter			
	<input type="checkbox"/> Secondary Sewer Treatment Plant		<input type="checkbox"/> Other: _____			
<b>2. Has the sewer system failed while you owned the property?</b>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>If yes, explain:</b>						
<b>Age of Sewer System:</b>			<b>Location:</b>			
<b>3. Have you had any work, maintenance or inspections done on the sewer system during your ownership?</b>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>If yes, explain:</b>						
<b>Approval/Certification Source:</b>			<b>Date:</b> (If Known)			
<b>4. Are you aware of any abandoned sewer systems, leach fields, cribs, etc., on the property?</b>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Seller's Initials

Date

Property Address

Buyer's Initials

Date

**PART III Additional Information (continued)**

**Water Supply**

<b>Type:</b>	<input type="checkbox"/> Public	<input type="checkbox"/> Private	<input type="checkbox"/> Community	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> Water Tank: Size: _____	<input type="checkbox"/> Shared Well (provide agreement, if any)		
<b>Well Depth (Feet):</b> (If Private)		<b>Flow Rate (Gallons per Minute):</b> (If Private)		<b>Date Tested:</b>
<b>Location of Operational Well:</b>				
			<b>Yes</b>	<b>No</b>
				<b>UNK</b>
1. Are there any abandoned wells on the property?			<input type="checkbox"/>	<input type="checkbox"/>
2. Have you had any problems with your water supply?			<input type="checkbox"/>	<input type="checkbox"/>
3. Are you aware of any contaminants in your water supply, to include but not limited to E-coli, nitrates, heavy metals, arsenic or other contaminants?			<input type="checkbox"/>	<input type="checkbox"/>
4. Has the well failed while you have owned the property?			<input type="checkbox"/>	<input type="checkbox"/>
5. Have you ever had a well pump problem or failure?			<input type="checkbox"/>	<input type="checkbox"/>
6. Do you supply water to, or receive water from, others?			<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, is there a recorded agreement?</i>			<input type="checkbox"/>	<input type="checkbox"/>
7. Do you have a water rights certificate for this property?			<input type="checkbox"/>	<input type="checkbox"/>

**Water Heater**

<b>Type:</b>	<input type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Other: _____
<b>Age (Years):</b>		<b>Capacity (Gallons):</b>		

Seller's Initials

Date

Property Address

Buyer's Initials

Date

**PART III Additional Information (continued)****Roof or Other Leakage**

Type:	<input type="checkbox"/> Asphalt/Composition Shingle <input type="checkbox"/> Cedar Shake <input type="checkbox"/> Built-Up <input type="checkbox"/> Metal <input type="checkbox"/> Other: _____				
Age (Years):		Location of Attic Access:			
					Yes   No   UNK
1. Are you aware of any ice damming on the roof?					<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
If yes, provide location:					
2. Are you aware of any water leaking into the home? (i.e., windows, lights, fireplace, etc.)					<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
If yes, provide location:					

**Fireplace and/or Woodstove**

Type:	<input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Pellet <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____				
Date Chimney(s) Last Cleaned or Serviced:		Cleaned or Serviced By:			

**Freeze-Ups**

					Yes   No   UNK
1. Have you had any frozen water lines, sewer lines, drains, or heating systems?					<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
If yes, please explain:					
2. Are there any heat tapes, heat lamps, or other freeze prevention devices?					<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
If yes, provide location and explain use:					

**Drainage**

					Yes   No   UNK
1. Are you aware of ever having any water in the crawl space, basement, or lower level?					<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
If yes, how was the problem resolved?		<input type="checkbox"/> Sump Pump(s) <input type="checkbox"/> Curtain Drain <input type="checkbox"/> Rain Gutter/Extension <input type="checkbox"/> Other: _____			
Date Problem was Resolved:		Location of Each Sump Pump:			
2. To where does the water drain after it leaves the sump pump?					

Seller's Initials

Date

Property Address

Buyer's Initials

Date

**PART III Additional Information (continued)**

		Yes	No	UNK
3. <i>If gutters, where do downspouts discharge?</i>				
4. Is there a floor drain in the structure, including garage?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, where is it located and where does it drain to?</i>				

**Inspection**

		Yes	No	UNK
1. To the best of your knowledge, has the property been inspected by an engineer/home inspector in the last 5 years?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Has there been any energy rating on the property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Encroachments**

		Yes	No	UNK
1. Does anything on your property encroach (extend) onto your neighbor's property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does anything on your neighbor's property encroach onto your property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Environmental Concerns**

		Yes	No	UNK
1. Are you aware of any substances, materials, or products that may be an environmental hazard such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, contaminated soil, water, or by-products from the production of methamphetamines on the subject property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are you aware of any mildew or mold issues affecting this property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are you aware of any underground storage tanks on this property, other than previously referenced fuel or septic tanks?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, number of tanks:</i>				
4. Are you aware if the property is in an avalanche zone/mudslide area?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you ever filed an insurance claim for any environmental damage to the property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are you aware of a waste disposal site or a gravel pit within a one-mile radius of the property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Seller's Initials

Date

Property Address

Buyer's Initials

Date

**PART III Additional Information (continued)**

**Flood Zone Designation**

	Yes	No	UNK
1. Is this property in a flood zone?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are you aware of any erosion/erosion zone or accretion affecting this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are you aware of any damage to the property or any of the structures from flood, landslide, avalanche, high winds, fire, earthquake, or other natural causes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are you aware if the property has flooded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Soil Stability**

	Yes	No	UNK
1. Are you aware of any debris buried or filling on any portion of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are you aware of any permafrost or other soil problems which have caused settling, slippage, sliding, or heaving that affects the improvements of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are you aware of any drainage, or grading problems that affect this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Constructions, Improvements/Remodel**

	Yes	No	UNK
1. Have you remodeled, made any room additions, structural modifications, or improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, please describe:</i>			
Was the work performed with necessary permits in compliance with building codes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was a final inspection performed, if applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there any open building permits for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has a fire ever occurred in the structure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Pest Control or Wood Destroying Organisms**

	Yes	No	UNK
1. Are you aware of any termites, ants, insects, squirrels, vermin, rodents, bed bugs, etc. in the structure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, when?</i>		<i>Where?</i>	<i>What type?</i>
<i>If yes, describe what was done to resolve the problem:</i>			

Seller's Initials

Date

Property Address

Buyer's Initials

Date



**PART III Additional Information (continued)**

				Yes	No	UNK
2. Has there been damage in the past resulting from termites, ants, insects, squirrels, rodents, etc. in the structure?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, when?</i>		<i>Where?</i>		<i>What type?</i>		
<i>If yes, describe what was done to resolve the problem:</i>						

**Other**

				Yes	No	UNK
1. Are you aware of any murder or suicide having occurred on the property within the preceding 3 years?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are you aware of any human burial sites on the property?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are you aware of any smoking of any kind inside the property during your ownership?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Noise**

				Yes	No	UNK
1. Are you aware of any noise sources that may affect the property, including airplanes, trains, dogs, traffic, racetracks, neighbors, etc.?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, please explain:</i>						

**Pets**

				Yes	No	UNK
1. Have there been any pets/animals in the house?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, how many and what type?</i>						

**PART IV Agreement**

I/We have completed this disclosure statement according to AS 34.70.010 - AS 34.70.200 and these instructions, and the statements are made in good faith and are true and correct to the best of my/our knowledge as of the date signed. I/We authorize any licensees involved or participating in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated transfer of the property or interest in the property.			
<b>Seller Signature:</b>		<b>Date:</b>	
<b>Seller Signature:</b>		<b>Date:</b>	

Seller's Initials

Date

Property Address

Buyer's Initials

Date



THE STATE  
of

**ALASKA** Department of Commerce, Community, and Economic Development  
Division of Corporations, Business and Professional Licensing

**Real Estate Commission**

550 West 7<sup>th</sup> Avenue, Suite 1500, Anchorage, AK 99501

Phone: (907) 269-8160

Email: [RealEstateCommission@Alaska.Gov](mailto:RealEstateCommission@Alaska.Gov)

Website: [ProfessionalLicense.Alaska.Gov/RealEstateCommission](http://ProfessionalLicense.Alaska.Gov/RealEstateCommission)

## Buyer's Notice and Receipt of Copy

**Transferee (Buyer) Awareness Notice:** Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether a person who has been convicted of a sex offense resides in the vicinity of the property that is the subject of the Transferee's (Buyer's) potential real estate transaction. This information is available at the following locations: Alaska State Trooper Posts, Municipal Police Departments, and on the State of Alaska, Department of Public Safety Internet site: <https://dps.alaska.gov/Home>

**Transferee (Buyer) Awareness Notice:** Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether, in the vicinity of the property that is the subject of the transferee's potential real estate transaction, there is an agricultural facility or agricultural operation that might produce odor, fumes, dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the operation of machinery including aircraft, and other inconveniences or discomforts as a result of lawful agricultural operations.

The Buyer is urged to inspect the property carefully and to have the property inspected by an expert. Buyer understands that there are aspects of the property of which the Seller may not have knowledge and that this disclosure statement does not encompass those aspects. Buyer also acknowledges that they have read and received a signed copy of this statement from the Seller or any licensee involved or participating in this transaction.

Licensees are not responsible for an act, error, or omission on the part of the seller/s.

Licensees are not responsible for an act, error, or omission on the part of a buyer/s when the buyer/s choose not to have the property professionally inspected prior to purchase.

<b>Buyer Signature:</b>		<b>Date:</b>	
<b>Buyer Signature:</b>		<b>Date:</b>	



THE STATE  
of

**ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business and Professional Licensing

**Real Estate Commission**

550 West 7<sup>th</sup> Avenue, Suite 1500, Anchorage, AK 99501

Phone: (907) 269-8160

Email: [RealEstateCommission@Alaska.Gov](mailto:RealEstateCommission@Alaska.Gov)

Website: [ProfessionalLicense.Alaska.Gov/RealEstateCommission](http://ProfessionalLicense.Alaska.Gov/RealEstateCommission)

## Explanation Addendum or Amendment to the Disclosure Statement

Use this page to:

- 1) clarify repairs, defects, or malfunctions.
- 2) explain items in more detail.
- 3) make changes or update this disclosure form.

AS 34.70.020 provides that if a disclosure statement or material amendment is delivered to the Buyer after the Buyer has made a written offer, the Buyer may terminate the offer by delivering a written notice of termination to the Seller or the Seller's licensee within three days after the disclosure statement or amendment is delivered in person or within six days after the disclosure statement or amendment is delivered by deposit in the mail.

In compliance with AS 34.70.080, the Seller amends the disclosure statement for the real property described below:

List items changed or clarified. Use additional Addendum/Amendment pages, if necessary.	
Page Number	Item/Explanation

I/We (Seller(s)) certify that the information in this Addendum/Amendment to the Disclosure Statement is true and correct to the best of my/our knowledge as of the date signed.

<b>Seller Signature:</b>		<b>Date:</b>	
<b>Seller Signature:</b>		<b>Date:</b>	

I/We (Buyer(s)) have received a copy of this Addendum/Amendment to the Disclosure Statement.

<b>Buyer Signature:</b>		<b>Date:</b>	
<b>Buyer Signature:</b>		<b>Date:</b>	

<hr/> <b>Seller's Initials</b>	<hr/> <b>Date</b>	<hr/> <b>Property Address</b>	<hr/> <b>Buyer's Initials</b>	<hr/> <b>Date</b>
--------------------------------	-------------------	-------------------------------	-------------------------------	-------------------



THE STATE  
of

**ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business and Professional Licensing

**Real Estate Commission**

550 West 7<sup>th</sup> Avenue, Suite 1500, Anchorage, AK 99501

Phone: (907) 269-8160

Email: [RealEstateCommission@Alaska.Gov](mailto:RealEstateCommission@Alaska.Gov)

Website: [ProfessionalLicense.Alaska.Gov/RealEstateCommission](http://ProfessionalLicense.Alaska.Gov/RealEstateCommission)

## State of Alaska Residential Real Property Transfer Disclosure Statement Exemption for First Sale

Prepared in compliance with Alaska Statute (AS) 34.70.010 – 34.70.200

<b>Legal Description:</b>	
<b>Property Address/City:</b>	

Under AS 34.70.120, the first transfer of an interest in residential real property that has never been occupied is exempt from the requirement for the Seller to complete the Disclosure Statement.

Buyer may wish to obtain inspections of the property and seek other professional advice.



**Transferee (Buyer) Awareness Notice:** Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether a person who has been convicted of a sex offense resides in the vicinity of the property that is the subject of the Transferee's (Buyer's) potential real estate transaction. This information is available at the following locations: Alaska State Trooper Posts, Municipal Police Departments, and on the State of Alaska, Department of Public Safety Internet site: <https://dps.alaska.gov/Home>



**Transferee (Buyer) Awareness Notice:** Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether, in the vicinity of the property that is the subject of the transferee's potential real estate transaction, there is an agricultural facility or agricultural operation that might produce odor, fumes, dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the operation of machinery including aircraft, and other inconveniences or discomforts as a result of lawful agricultural operations.



I certify that this is the first transfer of an interest in the property identified above and that the property has not been occupied before this transfer of interest.

<b>Seller Signature:</b>		<b>Date:</b>	
<b>Seller Signature:</b>		<b>Date:</b>	

<b>Buyer Signature:</b>		<b>Date:</b>	
<b>Buyer Signature:</b>		<b>Date:</b>	

Seller's Initials

Date

Property Address

Buyer's Initials

Date



THE STATE  
of

**ALASKA** Department of Commerce, Community, and Economic Development  
Division of Corporations, Business and Professional Licensing

**Real Estate Commission**

550 West 7<sup>th</sup> Avenue, Suite 1500, Anchorage, AK 99501

Phone: (907) 269-8160

Email: [RealEstateCommission@Alaska.Gov](mailto:RealEstateCommission@Alaska.Gov)

Website: [ProfessionalLicense.Alaska.Gov/RealEstateCommission](http://ProfessionalLicense.Alaska.Gov/RealEstateCommission)

## State of Alaska Residential Real Property Transfer Disclosure Statement Waiver by Agreement

Prepared in compliance with Alaska Statute (AS) 34.70.010 – 34.70.200

<b>Legal Description:</b>	
<b>Property Address/City:</b>	

Under AS 34.70.110, completion of this disclosure statement may be waived when transferring an interest in residential real property if the Seller and Buyer agree in writing.

Parties may wish to obtain professional advice and/or inspection of the property.

**It is recommended that the buyer read the complete State of Alaska Residential Real Property Transfer Disclosure Statement.**



**Transferee (Buyer) Awareness Notice:** Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether a person who has been convicted of a sex offense resides in the vicinity of the property that is the subject of the Transferee's (Buyer's) potential real estate transaction. This information is available at the following locations: Alaska State Trooper Posts, Municipal Police Departments, and on the State of Alaska, Department of Public Safety Internet site: <https://dps.alaska.gov/Home>



**Transferee (Buyer) Awareness Notice:** Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether, in the vicinity of the property that is the subject of the transferee's potential real estate transaction, there is an agricultural facility or agricultural operation that might produce odor, fumes, dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the operation of machinery including aircraft, and other inconveniences or discomforts as a result of lawful agricultural operations.



By law, completion of this disclosure statement may be waived when transferring an interest in residential real property if the Transferor (Seller) and the Transferee (Buyer) agree in writing. If both parties agree to waive the requirement to complete this disclosure statement, please sign below.

**Signing this waiver does not affect other obligations for disclosure.**

<b>Seller Signature:</b>		<b>Date:</b>	
<b>Seller Signature:</b>		<b>Date:</b>	

<b>Buyer Signature:</b>		<b>Date:</b>	
<b>Buyer Signature:</b>		<b>Date:</b>	

Seller's Initials

Date

Property Address

Buyer's Initials

Date