

Property Information

Address _____ City _____ State _____ Zip _____

Legal Description _____

Parcel Number _____

Style _____ Year Built _____ Heating _____ Air _____

Garage _____ Lot Dimensions _____ Lot SqFt _____

Main Floor SqFt _____ Lower Level SqFt _____ Other SqFt _____

Is there a well on the property? ____ Yes ____ No Zoning: _____

Is there a septic system on the property? ____ Yes ____ No Area: _____

Is there a contract for fuel tank rental, water softener rental, or rural water membership? ____ Yes ____ No

If so, what are the rental terms: _____

Is there an Abstract? ____ Yes ____ No

Is there Title Insurance? ____ Yes ____ No If so what is the policy number? _____

Is there flood insurance? ____ Yes ____ No

All appliances, heating, air conditioning, wiring, and plumbing on property will be in working order at the date of closing except: _____

Relist ____ Yes ____ No

Seller Information

Seller #1 Name:

Seller #2 Name:

Seller #1 Address:

Seller #2 Address:

Seller #1 City State Zip:

Seller #2 City State Zip:

Seller #1 Phone:

Seller #2 Phone:

Seller #1 Email:

Seller #2 Email:

Seller #1 Last Four of SSN: _____

Seller #2 Last Four of SSN: _____

Marital Status: _____ Married _____ Single _____ Pending Divorce

Is seller still in town? ____ Yes ____ No

Need closing Docs By : _____

Listing Information

List Price: _____
Month: _____ Day: _____ Last 2 digits of Year: _____ Full Date (MM/DD/YY) _____
Listing Agent #1: _____ Listing Agent #2: _____
MLS Number: _____ Sign ____ Yes ____ No Lockbox ____ Yes ____ No
Home Protection Plan: ____ Yes ____ No Agent Phone: _____ Lockbox Number _____
Contract Start Date: _____ Contract Expiration Date: _____ Showing Start Date: _____
Personal Property Included: _____

Personal Property Excluded: _____

Special Conditions: _____

Mortgage Information

Mortgage Company #1 _____
Loan # _____ Customer Service Number _____
Mortgage Company #2 _____
Loan # _____ Customer Service Number _____
Do you have an equity line of credit? ____ Yes ____ No If so, with whom? _____
Are mortgage payments current? ____ Yes ____ No If no, how many months delinquent? _____
Will you need to bring money to closing? ____ Yes ____ No If yes, how much? _____
Is the property in pre-foreclosure/foreclosure? ____ Yes ____ No If yes, how long? _____

Tax Information

Current Assessed Value: _____ Tax Amount: _____ Tax Year: _____
Specials Balance: _____ Specials Installment: _____

Commission Information

Gross Commission (\$/%) : _____ Buyer Agent Commission (\$/%) : _____
Other Agent Commission (\$/%) : _____ Tiered Commission (\$/%) : _____
Other Commission Terms: _____
After Contract Expiration number of days: _____
Listing Agent #1 Commission (\$/%) : _____ Listing Agent #2 Commission (\$/%) : _____

NORTH DAKOTA DISCLOSURE OF AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS PAGE 1 of 2

This form approved by the Bismarck Mandan Board of REALTORS® which disclaims any liability arising out of the use or misuse of this form.

1 North Dakota law requires that, early in a relationship (at first substantive contact), real estate Brokers discuss with consumers
2 what type of agency representation or relationship they desire (unless otherwise specified, the term “Broker”, as used in this form,
3 includes both Brokers and Broker’s Salespersons). The available agency options are listed on this form.

4 **This is not a contract. This is an agency disclosure form only. If you desire representation, you must have a written**
5 **contract according to state law (a Listing Agreement if you are a Seller, or a Buyer Representation Agreement if you are a**
6 **Buyer). Until such time you choose to enter into a written contract for representation, you will be treated as a *Customer***
7 **and will not receive any representation from Broker.**

8 **Acknowledgement: I/We acknowledge that I/we have been presented with the options described on pages 1 and 2 of this**
9 **Agency Relationship Disclosure. I/We understand that until I/we have signed a representation contract I/we have no**
10 **representation by the Broker and information given to the Broker may be disclosed. I/We understand that written consent**
11 **is required for a dual agency relationship and for an appointed agency relationship.**

12 **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13 _____
14 Signature /Date Signature /Date
15 _____

16 **I. Customer:** A Seller, Buyer, lessor, or lessee, who is not represented by a particular Broker in a transaction, is considered a
17 *customer*. Brokers are not agents of a *customer* and owe the *customer* only limited legal duties. **However, Brokers must deal**
18 **honestly with any party to a real estate transaction, regardless of whether the party is represented by that Broker.** These
19 limited legal duties are to perform the customary acts typically performed by Brokers in assisting a transaction to the transaction’s
20 closing or conclusion with honesty and good faith and to disclose to the *customer* any adverse material facts actually known by the
21 Broker which pertain to the title of the real property, the physical condition of the real property, and defects in the real property.
22 Brokers do not owe the agency duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting
23 to a *customer*. *Customers* should be aware that any information shared with Brokers may be disclosed. If a Broker represents
24 another party in the same real estate transaction, the Broker is required to place the interest of the represented client first.

25 **II. Seller’s Broker:** A Broker who lists a property, represents the Seller, and acts on behalf of the Seller. A Seller’s Broker owes
26 to the Seller the agency duties described on Page 2. The Seller’s Broker must also disclose to the Buyer material facts, as defined
27 by state law, of which the Broker is aware that could adversely and significantly affect the Buyer’s use or enjoyment of the
28 property. If a Broker is working with a Buyer as a *customer*, but is representing the Seller, Broker must act in the Seller’s best
29 interest and must tell the Seller any information disclosed to the Broker. If the Broker is representing the Seller, the Buyer
30 *customer* will not be represented and will not receive advice and/or counsel from the Broker. If a Broker represents two or more
31 Sellers as clients who both desire to offer competing real property for sale or lease, a Broker may do so without breaching any duty
32 to such clients. In such an event, Broker still owes agency duties to the clients, except as limited in this Paragraph II.

33 **III. Buyer’s Broker:** A Broker who enters into an agreement to represent and act on behalf of a Buyer. A Buyer’s Broker may
34 represent the Buyer only, and not the Seller, even if they are being paid in whole or in part by the Seller. A Buyer’s Broker owes
35 to the Buyer the agency duties described on Page 2. A Broker must disclose to Buyers material facts, as defined by state law, of
36 which the Broker is aware that could adversely and significantly affect the Buyer’s use or enjoyment of the property. If a Broker
37 working with a Seller as a *customer* is representing a Buyer, Broker must act in Buyer’s best interest and must tell Buyer any
38 information disclosed to Broker. If the Broker is only representing the Buyer, Seller will not be represented and will not receive
39 advice and/or counsel from Broker. If the Broker represents two or more Buyers as clients who desire to make an offer to
40 purchase the same real property, the Broker may do so without breaching any duty to such clients, by assisting such clients with
41 multiple offers even though the interest of such clients are competing. However, if the same Salesperson represents two or more
42 Buyers who desire to make an offer to purchase the same property, that Salesperson must disclose to Buyer clients the fact that a
43 competing written offer has been submitted by another Buyer client of that Salesperson, without disclosing the identity of the other
44 Buyer client, or the terms of the offer. In such an event, the Broker and the Salesperson still owe agency duties to the clients,
45 except as limited in this Paragraph III.

CONTINUED ON PAGE 2

46 **IV. Dual Agency– Broker Representing Both Seller and Buyer:** Dual Agency occurs when one Broker represents both parties
47 to a transaction, or when two Salespersons licensed to the same Broker each represent a party to the transaction (unless Appointed
48 Agency applies, see V). Dual Agency requires the informed written consent of all parties, and means that the Broker owes the
49 same duties to the Seller and Buyer. This role limits the level of representation the Broker can provide, and prohibits Broker from
50 acting exclusively for either party. In a Dual Agency, Broker’s knowledge regarding either party’s willingness to negotiate further
51 on price or terms, or regarding motivation for pursuing a transaction, will be kept confidential, unless Buyer or Seller instructs
52 Broker in writing to disclose specific information about him/her. Dual Agents may not advocate for one party to the detriment of
53 the other as described below in (3). Within the limitations described above, Dual Agents owe to both Seller and Buyer the agency
54 duties described below in (2). Dual Agents must disclose to Buyers material facts, as defined by state law, of which Broker is
55 aware that could adversely and significantly affect Buyer’s use and enjoyment of the property.

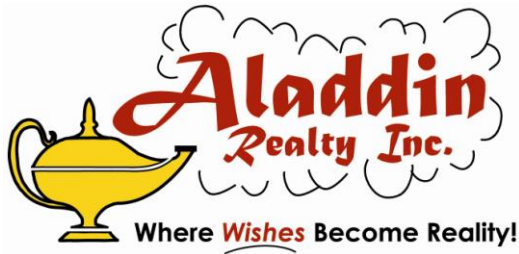
56 **V. Appointed Agency:** Some Brokers have the option of replacing Dual Agency (see IV) with Appointed Agency for in-house
57 transactions. The Broker may appoint one salesperson affiliated with the Broker to exclusively represent a Seller, and one
58 salesperson affiliated with the Broker to exclusively represent the Buyer. In that case, no Dual Agency is created. **Any**
59 **Appointed Agent who singularly represents both Seller and Buyer in the same transaction is considered to be a disclosed**
60 **Dual Agent owing agency duties to both parties, and must get permission from both parties to so act.**

61 ~~**VI. Subagent:** A Broker who is working with a Buyer as a customer, but represents a Seller whose property is listed with a~~
62 ~~different brokerage. If a Broker working with a Buyer as a customer is representing the Seller, Broker must act in the Seller’s best~~
63 ~~interest and must tell the Seller any information that is disclosed to Broker. In that case, the Buyer is a customer, is not~~
64 ~~represented by either Broker, and will not receive advice/or counsel from the Broker.~~ **Aladdin Realty does not participate in Subagent.**

65 **VII. Limitation:**
66 **(A) Intent to Perform-** The Broker/Salesperson must disclose any information to either party which may indicate that one of
67 the parties does not intend to perform in accordance with the terms of the purchase agreement or any other written agreement or
68 obligation.
69 **(B) Imputed Knowledge-** The knowledge of one Salesperson of a real estate brokerage firm regarding an affected real property
70 is not imputed to another Salesperson in the same brokerage firm and no duty is imposed upon a Salesperson in a real estate
71 brokerage firm to disclose facts that are known by that Salesperson regarding the affected real property to another Salesperson
72 within the same real estate brokerage firm.
73 **(C) Disclaimer of Certain Obligations-** Unless otherwise agreed in writing, a Broker and its Salespersons are not obligated to a
74 client, a customer or any other person to discover defects in any real property, to verify the ownership of any real property, or to
75 independently verify the accuracy or completeness of any statement or representation made by any person other than the Broker
76 and Salesperson involved in the transaction under question.

- 77 **(1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by**
78 **one to four families as their residence.**
- 79 **(2) Agency duties are listed below and have the following meanings:**
- 80 **Loyalty-** Broker/Salesperson will be faithful to and act only in the best interest of client(s).
81 **Obedience-** Broker/Salesperson will carry out all lawful instructions of client(s).
82 **Disclosure-** Broker/Salesperson will disclose all material facts to client(s) (that they have knowledge of) which might
83 reasonably affect the client(s)’ use and enjoyment of the property.
84 **Confidentiality-** Broker/Salesperson will keep the confidences of client(s) unless required by law to disclose specific
85 information (such as disclosure of material facts to a Buyer).
86 **Reasonable Care-** Broker/Salesperson will use reasonable care in performing duties as an agent.
87 **Accounting-** Broker/Salesperson will account for all money and property received as agents for client(s).
- 88 **(3) If Seller decides not to agree to a Dual Agency relationship or an Appointed Agency relationship, Seller may**
89 **give up the opportunity to sell the property to Buyers represented by Broker/Salesperson.**
- 90 **If Buyer decides not to agree to a Dual Agency relationship or an Appointed Agency relationship, Buyer may**
91 **give up the opportunity to buy the property of Sellers represented by Broker/Salesperson.**

92 **INITIAL:** _____ **INITIAL:** _____



533 Airport Road
Phone: (701) 222-6310

Bismarck, ND 58504
Fax: (701) 223-1065

NOTICE TO CLIENT REGARDING CONFIDENTIAL COMMUNICATIONS

At Aladdin Realty, Inc. the sales associates can represent both sellers and buyers. It is possible that, in the course of normal office communications or office meetings, or in the course of dealing with a particular piece of property, the sales associate, or other sales associates at Aladdin Realty, Inc. may have received confidential information from a client other than you. That information is still confidential and cannot be revealed to you, even though you are a client, and even if the information could be beneficial to you. Likewise, confidential information which you provide to the sales associate will not be revealed to third persons, even if those persons are also clients of this office.

Agent

I have received this information on _____, 20_____

Client

Client



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

This form approved by the Bismarck Mandan Board of REALTORS® which disclaims any liability arising out of use or misuse of this form.

MLS# _____ Date _____ Page 1 of _____
(To be indicated after submission to MLS)

THIS CONTRACT INVOLVES PROPERTY LOCATED AT:

_____ City _____ State _____

Legally described as: _____

“I” means Seller: _____

“You” means Real Estate Broker: Aladdin Realty, Inc

LISTING - As Seller, I give you the exclusive right to sell the above legally described property for the price of \$_____, to be paid in cash at closing, or any other price and terms acceptable to me. I have the full and legal right to sell the property and will sign all closing documents (including a Warranty Deed or Contract for Warranty Deed) necessary to transfer to Buyer full and unquestioned ownership of the property.

This contract starts _____, _____; and ends at 11:59 p.m. on _____, _____.
In exchange, Broker agrees to list the property for sale.

Active status and showings to begin on (date) _____. If this property is not available for showings on the contract start date, it will be placed in the “Off Market” status in the MLS until it is available for showings. A listing that is placed “Off Market” in the MLS will have no activity (showings or contracts presented) during the period of time that the listing is Off Market.

This shall serve as my written notice granting you or any authorized closing agent permission to obtain: 1.) mortgage information (i.e. mortgage balance, interest rate, payoff and/or assumption figures, etc.) regarding any existing financing on this property, and 2.) utility information. A copy of this document shall be as valid as the original.

Personal property included: _____

Personal property excluded: _____

SPECIAL CONDITIONS:

Is there a well on the property? (check one) Yes ___ No ___

Is there a septic system on the property? (check one) Yes ___ No ___

As Seller, I have been informed that if there is a septic system on the property, it might be required to meet certain city, county, or state certification standards. I hold you harmless of any responsibility for said system.

I have a contract for fuel tank rental, water softener rental, or rural water membership: (check one) Yes ___ No ___
Terms: _____

Do you have an abstract? (check one) Yes ___ No ___

Do you have title insurance? (check one) Yes ___ No ___ Policy # _____

Do you currently have flood insurance? (check one) Yes ___ No ___

Sign permitted on property? (check one) Yes ___ No ___ Lock Box? (check one) Yes ___ No ___

Home Protection Plan: Seller (check one) ___ will ___ will not provide a home protection plan.

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SELLER’S DUTIES - As Seller I will:

- (a) cooperate with you in selling the property and I authorize you, your agents, and/or agents with customers or clients to enter my premises for the purposes of showing/previewing the property at reasonable times;
 - (b) promptly tell you about all inquiries received about the property;
 - (c) provide and pay for any inspections and reports if required by any governing authority;
 - (d) provide homeowners association documents, if required;
 - (e) give the Buyer an updated abstract of title, or title insurance to the property, or mobile home registration;
 - (f) warrant all appliances, heating, air conditioning, wiring, and plumbing on said premises will be in working order at date of closing, except:
-
- (g) remain responsible for security, maintenance, utilities, and insurance while I own the property, and for safekeeping, securing, and/or concealing any valuable personal property during property showings or open houses.

As Seller, I know you intend to rely on the accuracy of the information I furnish, including information about the condition of the property. I agree to hold you harmless and defend you from any costs, expenses, or damages, including attorney’s fees, incurred by you as a result of my withholding information from you or as a result of giving you any information which is incorrect.

MULTIPLE LISTING SERVICE - I understand you are a member of a Multiple Listing Service (MLS) and will give information to MLS concerning the property. I will grant you access to the property and I authorize you to market the property including submission of data to a Multiple Listing Service (MLS). You may place information on the Internet concerning the property, including but not limited to the address, photographs and/or virtual tours. I will notify you of relevant information important to the sale of the property. If you sell the property, you may provide information concerning the property, including but not limited to address, price and terms of sale to the MLS, member REALTORS® (including appraisers who may use the information to prepare comparable sale reports), and relevant government entities.

NOTICE AND NONDISCRIMINATION - As of this date I have not received notice from any municipality, government agency, or homeowners association about the property that I have not told you about, and I agree to promptly tell you of any notice of that type that I would receive. I understand that I may not refuse to sell to, or discriminate in the terms, conditions, or privileges of sale against, or indicate or publicize that sale is unwelcome, objectionable, not acceptable, or not solicited from, any person due to that person’s race, color, religion, sex, national origin, age, physical or mental disability, family status, status with respect to marriage, or status with respect to public assistance. I understand further that local ordinances may include other protected classes of persons.

YOUR COMMISSION – THE COMMISSION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL REAL ESTATE BROKER AND ITS CLIENT.

As Seller, I hereby authorize you to market my property and allow you to share your commission with other Real Estate Brokers, including Brokers representing only the Buyer. As Seller, I will pay Listing Broker a total commission of ____% of the gross selling price. Commission may be split as follows: Buyer Agent ____% Other Agent ____%, or other terms: _____ upon the happening of any of the following events:

- (a) at the closing of the sale, if I sell or agree to sell the property before this contract ends, even if another Broker or I sell the property without your assistance;
- (b) if you present a Buyer who is willing and able to buy the property either 1.) at the price set forth in this contract and on the other specific terms, if any, herein, or 2.) at a price and on terms to which I agree in a signed purchase agreement, but if I then refuse to sell;
- (c) if with in ____ days after the end of this contract I sell or agree to sell the property to anyone who:
 - 1. during this contract made inquiry of me about the property, or;
 - 2. during this contract made an affirmative showing of interest in the property or was physically shown the property.

After the expiration of this contract, and if there are no signed and/or pending purchase agreements or offers, I understand I do not have to pay your commission if I sign another valid listing contract under which I am obligated to pay a commission to another licensed Real Estate Broker.

DUAL AGENCY REPRESENTATION – (To be completed only if the Broker has NOT adopted an Appointed Agency Policy) As a result of this listing contract, the Broker will now represent you in the sale of this property. If a Buyer represented by the Broker wishes to buy your property, a Dual Agency will be created. This means the Broker will represent both you and the Buyer(s), and will owe the same duties to the Buyer(s) that Broker owes to you. It will prohibit Broker from advocating exclusively on your behalf. Dual Agency will limit the level of representation the Broker can provide. If a Dual Agency should arise, confidential information about price, terms, and motivation will still be kept confidential unless you instruct the Broker in writing to disclose specific information about you. All other information will be shared. The Broker cannot act as a Dual Agent unless both you and the Buyer(s) agree to it. By agreeing to a possible Dual Agency, and if Dual Agency should apply in your transaction, you will be giving up the right to exclusive representation in an in-house transaction. However, if you should decide not to agree to a possible dual agency, and you want the Broker to represent you, you may give up the opportunity to sell your property to Buyers represented by the Broker.

SELLER’S INSTRUCTIONS TO THE BROKER - Having read and understood this information about Dual Agency, Seller(s) now instructs the Broker as follows:

Seller(s) will agree to Dual Agency representation and (check one) ___ will consider ___ will not consider offers made by Buyer represented by the Broker.

Seller: _____ Date _____ Seller: _____ Date _____

APPOINTED AGENCY - (To be completed only if Broker has adopted an Appointed Agency Policy) The Broker will appoint to you, in writing, a licensee who will be acting as your Appointed Agent to the exclusion of all other affiliated licensees of the Broker. By agreeing to Appointed Agency, you, the Broker, the agents of the Broker and the Appointed Agent named below are considered to possess only actual knowledge and information. By an act of North Dakota Law, the definitions regarding Appointed Agency make it clear that there is no imputed knowledge or information between you, the Broker, the Broker’s agents or the named Appointed Agent.

Notice: Any appointed agent who personally represents both you and the Buyer in a purchase of property is a Dual Agent. This means the Appointed Agent will represent both you and the Buyer(s), and will owe the same duties to the Buyer(s) that the Appointed Agent owes to you. It will prohibit the Appointed Agent from advocating exclusively on your behalf. Dual Agency will limit the level of representation the Appointed Agent can provide. If a Dual Agency should arise, confidential information about price, terms, and motivation will still be kept confidential unless you instruct the Appointed Agent in writing to disclose specific information about you. All other information will be shared. The Appointed Agent cannot act as a Dual Agent unless both you and the Buyer(s) agree to it. By agreeing to a possible Dual Agency, and if Dual Agency should apply in your transaction, you will be giving up the right to exclusive representation. However, if you should decide not to agree to a possible Dual Agency, and you want the Appointed Agent to represent you, you may give up the opportunity to sell your property to Buyers represented by the Appointed Agent.

_____ (“Appointed Agent”), an affiliated licensee of the Broker, is appointed to act solely as an agent for you unless s/he personally represents the Buyer. Your designated Appointed Agent is obligated not to reveal any confidential information obtained from you to other licensees, except to the Broker in charge of the oversight of your transaction. It is understood that the Broker may appoint another agent for you during the term of this agreement if: 1). The Appointed Agent is not able to fulfill the terms of your listing agreement, and/or 2.) You and the Broker mutually agree to the appointment of another agent. An appointment of another agent as a new or additional agent does not relieve the first Appointed Agent of any of the duties owed to you as previously described in this agreement.

SELLER’S INSTRUCTION TO BROKER - Having read and understood this information, Seller(s) make(s) the following decision:

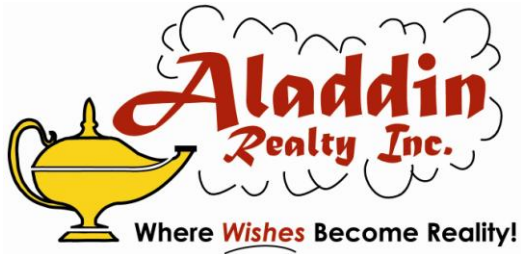
Seller(s) accepts the Broker’s appointment of the above named agent as the Seller’s Appointed Agent and (check one) ___ accepts ___ does not accept Dual Agency if it arises.

Seller: _____ Date _____ Seller: _____ Date _____

I hereby certify that I have received a copy of this contract and agree to its terms.

Acceptance Date _____ Owner _____ Date _____
Aladdin Realty, Inc _____ Owner _____ Date _____
Brokerage _____ Owner Address _____ Phone _____
By Licensee _____
701-222-6310 _____
Licensee Office Phone _____ Cell Phone _____ City/State/Zip _____

This is a legally binding contract. If you desire legal or tax advice, consult an appropriate professional.



533 Airport Road, Suite A, Bismarck, ND 58504
Phone: (701) 222-6310 Fax: (701) 223-1065

LISTING INFORMATION

The following information was received from the City Assessor's Office. Please read carefully and let me know of any errors.

Address: _____

Legal Description: _____

Parcel #: _____ Style: _____

Year Built: _____ Zoning: _____

Lot Dimensions: _____

Sq. Ft. Finished Main Level: _____

Sq. Ft. Lower Level: _____ Sq. Ft. Other: _____

Heating: _____ Air: _____

Garage: _____

Current Value: _____ Taxes (Year): _____

Specials Balance: _____ Specials Installment: _____

Seller's 2011 Flood Disclosure Statement
To be completed if "Yes" is answered on the Seller's Property Condition Statement Question,
"Seller's 2011 Flood Disclosure Statement attached?"



1 This form is approved by the Bismarck Mandan Board of REALTORS® which disclaims any liability out of use or misuse of this form.
2
3 Address: _____ "the Property"
4
5 In 2011 the Bismarck-Mandan area experienced a historically high water elevation flood event ("the flood"). This Flood
6 Disclosure Statement is intended to provide information to prospective buyers concerning the effects of the Flood on the Property.
7
8 BUYER: Thoroughly inspect the property personally or have it inspected by a third party and inquire about any specific areas of
9 concern. Buyer acknowledges and understands that this document is a disclosure only and is not intended to be a warranty of any
10 kind or substitute for any inspection of the property the Buyer may wish to obtain.
11
12 SELLER: Personally complete this form. Describe conditions affecting the Property to the best of your knowledge. Check the
13 appropriate answers and provide additional information where indicated. Apply answers to the land and/or all structures, including
14 garage and out buildings ("the Property"). Attach additional sheets if necessary.
15

16	Did you own or live at the Property during the Flood? (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No
17	Was the Property touched by water caused by the Flood? (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
18	If no, Explain _____	
19	What was the source of the water? (check all that apply)	
20	<input type="checkbox"/> Flood water <input type="checkbox"/> Sump failure/Overflow <input type="checkbox"/> Seepage (through walls, floor, window wells) <input type="checkbox"/> Sewer Backup	
21	Which areas of the Property were touched by the water? (check all that apply)	
22	<input type="checkbox"/> Basement <input type="checkbox"/> First Floor <input type="checkbox"/> Garage <input type="checkbox"/> Outbuildings <input type="checkbox"/> Crawlspace <input type="checkbox"/> Yard	
23	What was the approximate depth of the water in the above areas? _____	
24	Were sandbags or other devices put into place to protect the above areas? (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
25	Explain: _____	
26	_____	
27	Did water touch those sandbags? (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
28	Explain: _____	
29	Was the Property protected by city/community dikes specifically erected for this Flood? (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
30	If Yes, state the location of the dike: _____	
31	Have there been any permanent dikes installed to protect the Property since the Flood? (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
32	If Yes, state the location of the dike: _____	
33	Have you made changes to the Property to provide additional flood protection since the Flood? (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No
34	If Yes, describe those changes: _____	
35	Was the Property subject to an evacuation order? (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
36	Did you move out? (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Explain: _____
37	_____	
38	_____	
39	_____	

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43 Seller _____ Date _____ Buyer _____ Date _____
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46 Seller _____ Date _____ Buyer _____ Date _____
47 The seller authorizes the Brokers or Salespersons to provide the following information to prospective Buyers. **THIS IS NOT A WARRANTY**
48 **OR GUARANTEE OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PARTY(S) AND IS NOT A**
49 **SUBSTITUTE FOR INSPECTIONS OR WARRANTIES THE PARTY(S) MAY WISH TO OBTAIN.** Information presented in this form
50 is not intended to be part of any contract between Buyer(s) & Seller(s). BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN
51 PROFESSIONAL ADVICE &/OR INSPECTIONS OF THE PROPERTY. **BISMARCK MANDAN BOARD OF REALTORS® (REV. 02/12)**



SELLER INFORMATION AND PRIVACY INFORMATION RELEASE SHEET

Pursuant to Gramm-Leach-Bliley Act (GLBA)

This form approved by the Bismarck-Mandan Board of REALTORS® which disclaims any liability arising out of use or misuse of this form.

Property Address: _____

Legal Description: _____

Title Evidence: _____ Abstract _____ Owner's Policy _____ Owner's Policy # _____

Seller: _____ **Social Security #: XXX-XX-** _____
(last 4 digits only)

Forwarding Address: _____ **Phone #:** _____

Marital Status: ___ Married ___ Single ___ Pending Divorce **Email Address:** _____

Important: If title to the property is only in one person's name and that person is married and the title owner has lived on the property, the spouse **MUST** sign the deed transferring title. If the title owner has not lived on the property then the spouse does not have to sign, but if they don't, there will be an additional document preparation and recording fee added to the seller's costs in order to have an affidavit of Non Homestead prepared and recorded.

Spouse/Other: _____ **Social Security #: XXX-XX-** _____
(last 4 digits only)

Forwarding Address: _____ **Phone #:** _____

Mortgage Company: (1) _____ **Loan #** _____ **Customer Service #:** _____

Mortgage Company: (2) _____ **Loan #** _____ **Customer Service #:** _____

Do you have an equity line of credit? (check one) : ___ Yes ___ No If yes, with whom? _____

Are you current on your mortgage payments? (check one) : ___ Yes ___ No If no, how many months delinquent? _____

Will you need to bring money to closing? (check one) : ___ Yes ___ No If yes, how much? \$ _____

Any potential "Short Sale" must be disclosed

Is Property in pre-foreclosure/foreclosure? (check one) : ___ Yes ___ No If yes, how long? _____

Pursuant to the provisions of the Title V of the Gramm-Leach-Bliley Act (GLBA) we the undersigned specifically authorize my brokerage firm, real estate agent, and or any other company handling the closing of the above described property such as title/settlement companies, lending institutions, etc. to obtain mortgage payoffs, credit card payoffs, including those not specifically listed herein , escrow balance information, or any other information necessary for the purpose of closing the transaction specifically defined in the Purchase Agreement executed by the undersigned.

Seller Date Seller Date

___ Seller is still in town; however, they need to sign documents prior to closing.

Please have documents ready for signature by (date) _____

___ Seller is no longer in town; please send seller's documents to (address): _____

Notice to Title Companies regarding commissions to be paid: Total Commission: _____%, or Other: _____

Commission offered in MLS to selling agent: _____%, or Other: _____

LISTING INFORMATION CHECK SHEET

Aladdin Listing # _____ Relist: Yes ___ No ___ **List Price:** \$ _____

Listing Date: ____/____/____ MLS# _____ Expiration Date: ____/____/____

PROPERTY ADDRESS: _____

SELLER'S NAME: _____ E-MAIL: _____

SELLER'S ADDRESS: (if different than above – required for correspondence)

SELLER'S PHONE: work: _____ home: _____ cell: _____

SELLER #2 PHONE: work: _____ home: _____ cell: _____

Lock Box On: No ___ Yes ___ (# _____) Homeowner Warranty: Yes ___ No ___

Gross Commission: (\$/%) _____ Tiered Commission: (\$/%) _____

Listing Agent: _____ Commission: (\$/%) _____

Co-Listing Agent: _____ Commission: (\$/%) _____

Listing Analysis: Area _____ New ___ Resale ___

PROPERTY CLASS:

Residential Land
Commercial Mobile Home
Multiple Unit Condo
Business Opportunity

SELLER OBTAINED FROM:

Yard Sign Walk-in Just Listed/Just Sold
Farming Magazine Return Client/Customer
Referral/Personal Newspaper Telephone Canvassing
Referral/Company Open House MLS
Dial & Listen Floor Call REO

REMARKS OR SPECIAL INSTRUCTIONS: _____

LISTING FILE CHECK SHEET (required to have in file)

RIGHT SIDE:

- (bottom) _____ Agency Relationship In Real Estate Transactions
_____ Notice to Client Regarding Confidential Communications
_____ Lead Based Paint Addendum
_____ Sellers Property Condition Statement
_____ Listing Information (F010)
_____ Informed Open House Consent
_____ Utility Authorization
_____ Home Warranty Application
_____ MLS Certification to Withhold Listing (if applicable)

(top) _____ Exclusive Right to Sell Listing Contract

LEFT SIDE:

- (bottom) _____ Seller Info/Privacy Info Release Sheet
_____ Property One Up
_____ Status Change Form

(top) _____ Listing Info Check List

OTHER: _____

CLOSING CHECK SHEET

PA # _____ MLS # _____ Sales Price \$ _____

Listing File # _____ Sale File # _____ List Price: \$ _____

Date of P&S: ____/____/____ Expiration of P&S: ____/____/____

Contingent Sale: ____ Yes ____ No Expiration of Contingency: ____/____/____

Leave on Market: ____ Yes ____ No EM Deposit: \$ _____ Deposited at: _____

In the form of: ____ Cash ____ Check ____ Note – Note Date: ____/____/____

First Time Buyer: ____ Yes ____ No Seller Concessions: ____ Yes ____ No Type of Financing: _____

REMARKS or SPECIAL INSTRUCTIONS: _____

PROPERTY ADDRESS: _____

Buyer: _____ Seller: _____

Address: _____ Address: _____

_____, _____, _____, _____, _____

Phone (w): _____ Cell: _____ Phone (w): _____ Cell: _____

Phone (h): _____ Cell: _____ Phone (h): _____ Cell: _____

E-Mail: _____ E-Mail: _____

Selling Office: _____ Listing Office: **Aladdin Realty Inc**

Selling Agent: _____ Listing Agent: _____

Phone: _____ Fax: _____ Phone: _____ Fax: **701-223-1065**

Gross Commissions: (\$/%) _____ Tiered Commissions: (\$/%) _____

Selling Side: (\$/%) _____ Listing Side: (\$/%) _____

Referral/Site Agent Fee: (\$/%) _____ To: _____

Closing Company: _____ Phone: (____) _____ - _____

Mortgage Co/Lender: _____ Phone: (____) _____ - _____

Sales Analysis: MLS Area _____ New ____ Resale ____

PROPERTY CLASS:

Residential
Condominium
Mobile Home
Multiple Unit
Land
Commercial
Business Opportunity

BUYER OBTAINED FROM:

Floor Call
Yard Sign
Walk In
Farming
TRIBUNE
M.L.S.
Magazine
Open House
Just Listed/Just Sold
Return Client/Cust.
Referral-Personal
Referral-Comp.
Telephone Canvas.
DIAL & LISTEN

SELLER OBTAINED FROM:

Floor Call
Yard Sign
Walk In
Farming
TRIBUNE
M.L.S.
Magazine
Open House
Just Listed/Just Sold
Return Client/Cust.
Referral-Personal
Referral-Comp.
Telephone Canvas.
DIAL & LISTEN
REO

PLEASE PRINT LEGIBLY

PURCHASE FILE CHECK SHEET

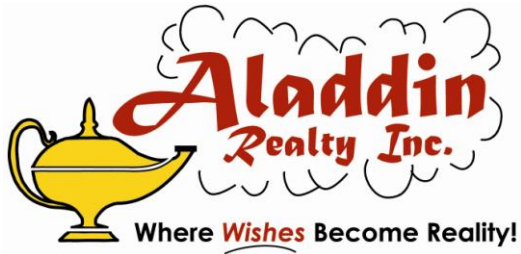
Right Side

- (bottom) _____ Agency Relationship in Real Estate Transactions
- _____ Notice to Client Regarding Confidential Communications
- _____ Exclusive Right to Represent Buyer
- _____ Sellers Property Condition Statement
- _____ Lead Based Addendum to Purchase Agreement
- _____ Property Information Disclosure
- _____ Home Warranty Application
- _____ Property Inspection Agreement
- _____ For Your Protection Get A Home Inspection
- _____ Removal of Home Inspection Contingency
- _____ Letter of Loan Approval
- _____ Info On Abstract/Title Insurance _____
- _____ Final Walk-Thru (Property Inspection Letter)
- _____ 24 / 48 / 72 Hour Contingency
- _____ Copy of Earnest Money
- _____ Purchase Agreement
- _____ Counter Offer
- _____ Counter to Counter Offer
- _____ Closing Statement
- _____ Copies of All Checks
- _____ Brokers Commission Statement
- (top) _____ Vendor Balance Detail (Office Use Only)

Left Side

- (bottom) _____ Status Change Forms/Other _____
- _____ One Ups
- _____ Purchase File Check Sheet
- (top) _____ Closing Check Sheet

All paperwork in file: _____
Date Signature



533 Airport Road, Suite A, Bismarck, ND 58504
 Phone: (701) 222-6310 Fax: (701) 223-1065

SELLER'S NET SHEET

PROPERTY ADDRESS: _____, _____

Selling Price _____

Taxes Prorated _____

Specials Prorated _____

Abstracting _____

Deed _____

Mortgage 1st _____

Mortgage 2nd _____

Commission _____

Recording Fees _____

Last Month's Interest _____

Discount Points _____

Misc. Allowances _____

TOTAL CHARGES _____

Balance to Seller _____

Realtor's Comments:

*******ESTIMATE ONLY*******

AGENCY DISCLOSURE TO SELLER CUSTOMER

Before Aladdin Realty Inc ("Firm") begins to negotiate with you regarding the sale of your property, we must disclose to you that Broker will be representing the buyer in this transaction.

Broker will assist you with the mechanics of the transaction.

When it comes to the price and terms of an offer, Broker will ask you to make the decision regarding the sales price of your property and upon what terms and conditions. Broker can explain your options to you, but the ultimate decision is yours.

Broker will present to the buyer any written offer that you ask Broker to present. Broker asks you to keep to yourself any information about the price or terms of your offer, or your motivation for making an offer that you do not want the buyer to know. Broker would be required, as the buyer's agent, to disclose this information to the buyer. You should carefully consider sharing any information with Broker that you do not want disclosed to the buyer.

Customer

Customer

(Broker)

BY: _____
Salesperson

Dated: _____

OFF MARKET/ON HOLD AUTHORIZATION FORM
BISMARCK MANDAN BOARD OF REALTORS® MULTIPLE LISTING SERVICE

MLS # _____

Date _____

Property Address _____

Notice to Sellers: A listing that is placed “Off Market/On Hold” in the Multiple Listing Service will have **NO** activity (showings or contracts presented) during the period of time that the listing is “Off Market/On Hold”. When your Agent places the listing “back on market” this voids the agreement for the listing to be “Off Market/On Hold”.

Seller agrees to the terms of the “Off Market/On Hold” status stated above and that the property will remain “Off Market/On Hold” until _____ unless the listing agent places the property back on market for access by all MLS Participants at an earlier date and time agreed upon by the Seller.

Seller(s) signature(s) and Agent(s) name required to place a listing “OffMarket/On Hold”

Seller Signature

Date

Seller Signature

Date

Listing Agent Name

Date

Notice to Agent: Seller signature and Agent name are **required** prior placing the listing “Off Market/On Hold” and this form must be provided to the Board Office within 48 hours of signature for ALL listings placed “Off Market/On Hold”.