



## DUE DILIGENCE DISCLOSURE

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This **Due Diligence Disclosure** is made for the benefit of our Clients/Customers on behalf of Sweet Group Realty.

Its Agent and Broker strongly recommend that our Clients/Customers satisfy any concerns he or she may have as to the overall condition of the Property during the given time period agreed upon within their purchase and sales agreement documents. In order to accomplish this, the Clients/Customers have been given notice to hire competent professionals to perform inspections of all conditions of the Property. The following inspections, if applicable, have been reviewed and recommended to the Clients/Customers. This is not intended to be a complete list of all issues that may be relevant in Buyer's evaluation, it's intended to direct Buyer's attention to a number of issues that are commonly considered important. This Disclosure is for the Sellers' information as to what the Buyer may evaluate during the home buying process.

**GENERAL PROPERTY INSPECTION:** This inspection may reveal conditions of the structure that are unknown. This is a visual inspection. The inspector does not look behind walls or under carpets or take equipment apart. However, a professional inspector is trained to seek out certain conditions which may reveal aspects of the physical condition of the Property not recognized by the untrained eye. It is recommended that the Buyer not conduct their own inspection but hire a professional inspector.

- **SQUARE FOOTAGE, LOT SIZE AND BOUNDARY LINES:** Buyer is aware that the square footage, lot size or boundary lines, represented on the MLS and/or advertisements are approximate figures. To determine accurate figures, the Buyer is advised to employ a licensed civil engineer, appraiser and/or surveyor of Buyer's choice.
- **PERMITS AND ZONING:** Information regarding permits, building code compliance, and/or zoning clearances may be obtained by a search of the public records at the Department of Building Safety (or similar entity of the applicable municipality) or from an inspection service company that provides such information for a fee. If there are any structural additions to the Property for which a permit or certificate of occupancy was not obtained or which are not in compliance with applicable codes and other laws, Buyer may be required to incur expenses after the close of escrow to bring the Property up to current codes and other applicable laws or to demolish the subject additions. Buyer should consult with his/her own inspectors or other professional advisors and appropriate governmental authorities regarding permits, building code compliance, and/or zoning clearances.
- **MOLD & ENVIRONMENTAL INSPECTIONS:** Mold is a common element in many homes. You have the right to have the property inspected for Mold, Mildew, Spores and Airborne Bacteria. Physical home inspectors may or may not report on such things but may limit their findings to "mold-like substances". You are urged to have an environmental inspection by a qualified individual or entity.

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- **SOILS/GEOLOGICAL/STRUCTURAL INSPECTION:** Licensed Geological Engineers can reveal if the soil and terrain of the Property is susceptible to damage, expansion, contraction, settlement, slippage, subsidence or other conditions. Such inspection can determine if the subject Property may be constructed on filled or improperly compacted soil. This inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all improvements on the Property.
- **SEPTIC INSPECTION:** If the Property is not on a city or similar sewer system, this inspection is strongly recommended to reveal the condition of the septic system. Inspecting the septic would require that it be pumped and would include an inspection of the tank as well as the leach field. This does not include an inspection of the sewer line from the house to the septic so an additional service must be ordered above the basic.
- **ROOF INSPECTION:** This inspection should reveal the present condition of the roof, past or current leaks, and the approximate remaining life of the roof.
- **PET URINE, STAINS AND ODORS (DISCLOSURE):** If previous owners have maintained animals on the property, there may be odors or stains that are not always detectable by a visual inspection as they may be in the underlayment beneath carpeted areas, hardwood floors, linoleum or other floor covering material. In the event that none of the inspections performed on the Property disclose any animal stains and/or odors on the Property, Buyer is assuming the risk that such stains and/or odors exist and may become apparent in the future.
- **POOL INSPECTION:** This inspection may reveal the condition of the pool, spa and related systems. Such inspection will state the current conditions of these items but may not indicate the remaining useful life of such items and related systems.
- **WELL WATER, PUMP AND PRODUCTIVITY:** Well water quality tests are available to check for trace elements including but not limited to arsenic. Water samples are collected and delivered to a laboratory for testing. The Well Pump and Productivity tests are conducted by a Well Driller or other certified professional and will determine the condition of the pump and advise on the water output.

**HOME WARRANTY:** Home warranties are available to the Seller client upon listing and the Buyer client upon buying. Most provide a basic coverage with add-ons available for an additional cost. Examples include Pool, Septic System, Well Pump, and/or Roof, etc.

**NO VERIFICATION BY BROKERS OR AGENTS:** Brokers and Agents providing services in this real estate transaction, hereby inform Buyer(s) and Seller(s) that they have not, and will not, verify the accuracy of the information or representations about the conditions of the property provided by the Seller or any other source. Brokers and Agents make no representations, express or implied, regarding information or representations made by Seller(s) or any other source.

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**ADDITIONAL TITLE INSURANCE:** Additional title insurance is available for an additional cost. You are advised to contact your local Title Officer for more information regarding the different policies available.

**WAIVER OF INSPECTIONS:** In the event Buyer elects to purchase the property without the professional inspections stated above, Buyer is acting against the advice and recommendation of Broker and Agent. Buyer acknowledges that physical conditions may exist relating to the property which are unknown but which could have been disclosed by such inspections.

**BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT THE BROKER CANNOT:**

- (A) Provide legal or tax advice
  - (B) Be responsible for defects that are not known to Broker and/or Agent
  - (C) Guarantee the conditions of the Property
  - (D) Identify Property boundary lines
  - (E) Be responsible for defects that are not visible in reasonably accessible areas of the Property
  - (F) Provide other advice/information that exceeds the Agents knowledge, education and experience.
- Buyer and/or Seller agree that they will seek legal, tax and other desired assistance from appropriate professionals.

**BUYER AND/OR SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE:**

Signature:	Signature:
Print Name:	Print Name:
Date:	Date: