



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

Customer Service: (518) 474-4429  
www.dos.state.ny.us

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## **New York State Disclosure Form for Buyer and Seller**

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### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

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## **Disclosure Regarding Real Estate Agency Relationships**

### **Seller's Agent**

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

### **Buyer's Agent**

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

### **Dual Agent**

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

**Dual Agent with Designated Sales Agents**

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Timothy Nertz (print name of licensee) of Good Morning Realty (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below)
  - Seller's agent
  - Broker's agent
  - Dual agent
  - Dual agent with designated sales agent
- Buyer as a (check relationship below)
  - Buyer's agent
  - Broker's agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer, and \_\_\_\_\_ is appointed to represent the seller in this transaction.

Alan Smithling acknowledge receipt of a copy of this disclosure form: signature of { } Buyer(s) and/or  Seller(s):

X Alan Smithling

Date: 1-28-19

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

## Property Condition Disclosure Statement

Name of seller or sellers: Alan Smithling

Property address: 5275 Jefferson St Llewellyn, NY

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

### Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This disclosure statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

**A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.**

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

### Instructions to the seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- If some items do not apply to your property, check "NA" (non-applicable). If you do not know the answer check "UNKN" (unknown).

### Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

### General Information

- How long have you owned the property? 2001
- How long have you occupied the property? Never; ONE RENTER for 17 years
- What is the age of the structure or structures? approx 1900's  
**Note to buyer-** If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops?  Yes  No  UNKN  NA
- Does anybody else claim to own any part of your property?  Yes  No  UNKN  NA (if yes, explain below)

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property?  
 Yes  No  UNKN  NA (if yes, explain below)
7. Are there any features of the property shared in common with adjoining land owners or a homeowners association, such as walls, fences or driveways?  Yes  No  UNKN  NA (if yes describe below)
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property?  Yes  No  UNKN  NA (if yes, explain below)
9. Are there certificates of occupancy related to the property?  Yes  No  UNKN  NA (if no, explain below)

**Environmental**

**Note to Seller** - In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short- or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

**Note to Buyer** - If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain?  Yes  No  UNKN  NA (if yes, explain below)
11. Is any or all of the property located in a designated wetland?  Yes  No  UNKN  NA (if yes, explain below)
12. Is the property located in an agricultural district?  Yes  No  UNKN  NA (if yes, explain below)
13. Was the property ever the site of a landfill?  Yes  No  UNKN  NA (if yes, explain below)
14. Are there or have there ever been fuel storage tanks above or below the ground on the property?  
 Yes  No  UNKN  NA  
 If yes, are they currently in use?  Yes  No  UNKN  NA Location(s) Basement - heating oil  
 Are they leaking or have they ever leaked?  Yes  No  UNKN  NA (if yes, explain below)
15. Is there asbestos in the structure?  Yes  No  UNKN  NA (if yes, state location or locations below)
16. Is lead plumbing present?  Yes  No  UNKN  NA (if yes, state location or locations below)
17. Has a radon test been done?  Yes  No  UNKN  NA (if yes, attach a copy of the report)
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property?  Yes  No  UNKN  NA (if yes, describe below)
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance?  
 Yes  No  UNKN  NA (if yes, attach report(s))

**Structural**

20. Is there any rot or water damage to the structure or structures?  Yes  No  UNKN  NA (if yes, explain below) *Porches need repair*
21. Is there any fire or smoke damage to the structure or structures?  Yes  No  UNKN  NA (if yes, explain below)
22. Is there any termites, insect, rodent or pest infestation or damage?  Yes  No  UNKN  NA (if yes, explain below)

23. Has the property been tested for termite, insect, rodent or pest infestation or damage?  
 Yes  No  UNKN  NA (if yes, please attach report(s))
24. What is the type of roof/roof covering (slate, asphalt, other.)? metal w/ standing seam  
 Any known material defects? no  
 How old is the roof? unknown  
 Is there a transferable warrantee on the roof in effect now?  Yes  No  UNKN  NA (if yes, explain below)
25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions.  Yes  No  UNKN  NA (if yes, explain below) garage & breezeway are "as-is"

**Mechanical Systems & Services**

26. What is the water source (circle all that apply - well, private, municipal, other)? If municipal, is it metered?  
 Yes  No  UNKN  NA
27. Has the water quality and/or flow rate been tested?  Yes  No  UNKN  NA (if yes, describe below)
28. What is the type of sewage system (circle all that apply - public sewer, private sewer, septic or cesspool)?  
 If septic or cesspool, age? \_\_\_\_\_  
 Date last pumped? \_\_\_\_\_  
 Frequency of pumping? \_\_\_\_\_  
 Any known material defects?  Yes  No  UNKN  NA (if yes, explain below)
29. Who is your electric service provider? National Grid  
 What is the amperage? 100  
 Does it have circuit breakers or fuses? \_\_\_\_\_  
 Private or public poles? \_\_\_\_\_  
 Any known material defects?  Yes  No  UNKN  NA (if yes, explain below)
30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property?  Yes  No  UNKN  NA (if yes, state locations and explain below)
31. Does the basement have seepage that results in standing water?  Yes  No  UNKN  NA (if yes, explain below)

Are there any known material defects in any of the following (if yes, explain below. Use additional sheets if necessary):

- |                                                              |                                                                                                                                          |                          |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 32. Plumbing system?                                         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input type="checkbox"/> NA            |                          |
| 33. Security system?                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> UNKN <input checked="" type="checkbox"/> NA            | none                     |
| 34. Carbon monoxide detector?                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input checked="" type="checkbox"/> NA | none                     |
| 35. Smoke detector?                                          | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input type="checkbox"/> NA |                          |
| 36. Fire sprinkler system?                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> UNKN <input checked="" type="checkbox"/> NA            | none                     |
| 37. Sump pump?                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> UNKN <input checked="" type="checkbox"/> NA            | none                     |
| 38. Foundation/slab?                                         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input type="checkbox"/> NA            |                          |
| 39. Interior walls/ceilings?                                 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input type="checkbox"/> NA            |                          |
| 40. Exterior walls or siding?                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input type="checkbox"/> NA            | Needs painting & repairs |
| 41. Floors?                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input type="checkbox"/> NA            |                          |
| 42. Chimney/fireplace or stove?                              | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input type="checkbox"/> NA            |                          |
| 43. Patio/deck?                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> UNKN <input checked="" type="checkbox"/> NA            |                          |
| 44. Driveway?                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input type="checkbox"/> NA            | Dirt/gravel              |
| 45. Air conditioner?                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> UNKN <input checked="" type="checkbox"/> NA            |                          |
| 46. Heating system?                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input type="checkbox"/> NA            |                          |
| 47. Hot water heater?                                        | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> UNKN <input type="checkbox"/> NA            |                          |
| 48. The property is located in the following school district | <u>Lewville Academy</u>                                                                                                                  | UNKN                     |

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and flood plain maps)

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

**Seller's Certification:**

SELLER CERTIFIES THAT THE INFORMATION IN THIS PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE SELLER'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT, HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

Seller X *Alay...* date 1-28-19

Seller \_\_\_\_\_ date \_\_\_\_\_

**Buyer's Acknowledgment:**

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer \_\_\_\_\_ date \_\_\_\_\_

Buyer \_\_\_\_\_ date \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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

**Seller's Disclosure**

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

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

\* (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

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

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

**Purchaser's Acknowledgment (Initial)**

(c)  Purchaser has received copies of all information listed above.

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

(e) Purchaser has (check (i) or (ii) below):

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

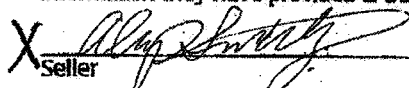


(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (Initial)**

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

**Certification of Accuracy**

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

X 	1-28-19		
Seller	Date	Seller	Date
		Purchaser	Date
Purchaser	Date	Purchaser	Date
		Agent	Date
Agent	Date	Agent	Date



**ADDENDUM FORM**  
 To Purchase and Sale Contract - Utility Surcharges  
 Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure  
 Published by and issued for the Jefferson-Lewis Board of REALTORS®, Inc.



SELLER: Alan Smithling BUYER: \_\_\_\_\_  
 PROPERTY: 5275 Jefferson St Lawrence NY 13367

Check all boxes that are applicable.

Electric Availability  
 Utility Surcharge

Agricultural Districts/Farming Activity  
 Uncapped Natural Gas Well

**ELECTRIC AVAILABILITY (circle one)**

Seller represents that the above referenced property  does /  does not have utility service available to it.

SELLER: X Alan Smithling BUYER: \_\_\_\_\_  
 SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 DATE: 1/28/19 DATE: \_\_\_\_\_

**UTILITY SURCHARGES**

Seller represents that this property is subject to an electric, gas, and/or water utility surcharge specified below. Seller also represents that this property is subject to such other surcharge specified below.

Type:  electric  gas  water  other

Purpose: \_\_\_\_\_

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

Payable:  monthly  yearly  other

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

**AGRICULTURAL DISTRICTS/FARMING ACTIVITY DISCLOSURE**

Pursuant to Section 310 of the Agricultural and Markets Law, a notice containing the following paragraph must be included in all purchase contracts for property that may be located either partially or wholly within an agricultural district:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire may lie partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not limited to, activities that cause noise, dust, and odors. Prospective residents are also informed that the location of the property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. **PROSPECTIVE PURCHASERS SHOULD CONTACT THE NEW CLARIFICATION REGARDING THEIR RIGHTS AND OBLIGATIONS UNDER ARTICLE 25-AA OF THE AGRICULTURE AND MARKETS LAW.**

SELLER: X Alan Smithling BUYER: \_\_\_\_\_  
 SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 DATE: 1/28/19 DATE: \_\_\_\_\_

**UNCAPPED NATURAL GAS WELL DISCLOSURE (circle one)**

As the seller of residential real property, you are required by law to disclose the existence of an **UNCAPPED NATURAL GAS WELL** on your property of which you have actual knowledge and to disclose such fact to any purchaser of your property prior to entering into a contract for the sale of such property. (Section 242(3) of the Real Property Law).

I ~~HAVE~~ DON'T HAVE actual knowledge of an uncapped natural gas well(s) on the aforementioned property. I have received and read this disclosure notice. I authorize my agent to provide a copy of this disclosure notice to any prospective purchaser.

SELLER: X Alan Smithling BUYER: \_\_\_\_\_  
 SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 DATE: 1/28/19 DATE: \_\_\_\_\_

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