

SELLER'S RESIDENTIAL PROPERTY CONDITION REPORT FORM WAIVER

Seller hereby acknowledges and agrees Seller's Broker has presented Seller with the State of Connecticut's Residential Property Condition Report form, pursuant to Connecticut General Statutes (hereinafter referred to as "C.G.S.") Sec. 20-327b (hereinafter referred to as the "Seller's Disclosure").

Seller(s) to initial one of the following, as applicable:

_____ Seller acknowledges and agrees Seller has voluntarily elected not to furnish to Buyer the Seller's Disclosure. Accordingly, Seller further recognizes that pursuant to C.G.S. Sec. 20-327c Seller is required to credit the purchaser with the sum of Five Hundred (\$500.00) dollars at closing.

_____ Seller represents Seller is exempted from the legal obligation to furnish the Seller's Disclosure pursuant to the list of exempted Sellers under C.G.S. Sec. 20-327b(b). Exempted Sellers are not legally obligated to provide any credit to Buyer at closing for failing to furnish the Seller's Disclosure.

C.G.S. Sec. 20-327b(b)The following shall be exempt from the provisions of this section: (1) Any transfer from one or more co-owners solely to one or more of the co-owners; (2) transfers made to the spouse, mother, father, brother, sister, child, grandparent or grandchild of the transferor where no consideration is paid; (3) transfers of newly-constructed residential real property for which an implied warranty is provided under chapter 827; (4) transfers made by executors, administrators, trustees or conservators; (5) transfers by the federal government, any political subdivision thereof or any corporation, institution or quasi-governmental agency chartered by the federal government; (6) transfers by this state(7) except as provided in subsections (g) and (h) of this section, transfers by any political subdivision of this state; (8) transfers of property which was the subject of a contract or option entered into prior to January 1, 1996; and (9) except as provided in subsections (g) and (h) of this section, any transfer of property acquired by a judgment of strict foreclosure or by foreclosure by sale or by a deed in lieu of foreclosure.

PURSUANT TO C.G.S. Sec. 20-327c ALL SELLERS ARE LEGALLY OBLIGATED TO PROVIDE KNOWN MATERIAL FACTS ABOUT THE PROPERTY, EVEN IF SELLER HAS ELECTED TO PROVIDE THE \$500 CREDIT, AND EVEN IF SELLER IS AN EXEMPTED SELLER.

C.G.S. Sec. 20-327c (b) (1) No seller who credits a purchaser pursuant to subsection (a) of this section shall, by reason of such credit, be excused from disclosing to the purchaser any defect in the residential real estate if such defect:

- (A) Is subject to disclosure pursuant to section 20-327b;*
- (B) Is within the seller's actual knowledge of such residential real estate; and*
- (C) Significantly impairs (i) the value of such residential real estate, (ii) the health or safety of future occupants of such residential real estate, or (iii) the useful life of such residential real estate.*

Seller hereby indemnifies and holds harmless Seller's Broker, its agents, representatives and staff from any/all injury or consequences, actual, financial, or otherwise as a result of, arising out of or relating directly or indirectly to Seller's election not to furnish the Seller's Disclosure.

Seller further acknowledges and agrees Seller has had the opportunity to review both the Seller's Disclosure as well as this Waiver with their private legal counsel.

SELLER NAME

SELLER NAME

SELLER SIGNATURE

SELLER SIGNATURE

DATE

DATE

