



## BUYER(s) & SELLER(s) ACKNOWLEDGEMENT

THIS BUYER(s) & SELLER(s) ACKNOWLEDGEMENT is provided by Dascoulias Realty Group Ltd. (the "Corporation")

and its Agent Jennifer Barnett

2520

relating to the purchase of real and /or personal property.

2520 Ulm Vaughn Road, Great Falls, MT 59404

### NOTICE TO BUYER

This is a legally binding document. Buyers are responsible for checking the conditions, quality, and suitability of property before a purchase is made. If you have questions about the terms contained herein or, if you do not understand and terms, consult a licensed attorney.

Buyer(s) and Seller(s) are advised the Corporation and its agents are trained in the marketing of real estate only. Neither the Corporation nor its agents are trained nor licensed to provide Buyer with advice regarding any physical conditions of any property nor regarding legal or tax matters. The Corporation and its agents strongly advise Buyer to retain professional services from legal counsel, tax advisors, property inspectors, surveyors, and any other professionals in connection with any offer to acquire any property in order to satisfy Buyer as to any and all aspects of the physical and /or legal conditions of property. **BUYER IS ADVISED NOT TO RELY ON THE CORPORATION AND NOT TO RELY ON ANY AGENTS OF THE CORPORATION FOR ANY DETERMINATIONS REGARDING THE PHYSICAL OR LEGAL CONDITIONS OF THE PROPERTY.** Below is a generic list of issues Buyer will likely want to consider in evaluating any property. Understand that this list is NOT a comprehensive list of ALL issues that could be relevant to a specific property.

### COMMON ISSUES TO CONSIDER IN EVALUATING REAL PROPERTY BEFORE A PURCHASE.

- BOUNDARIES AND SURVEYING, PIN STAKING.** Buyer is advised that without an accurate survey of the Property, Buyer cannot be certain as to the boundaries of the Property, or that any improvements on the Property are not encroaching upon adjoining parcels of property, or that improvements located on adjoining parcels of property do not encroach onto the Property. Walls and fences may not correspond with legal boundary lines for the property. Cadastral and public mapping programs may not correspond with legal boundary lines for the Property. Buyer hereby acknowledges the Corporation should not be relied upon for any determination as to the boundaries of the Property or of any encroachments within or over the actual boundaries of the Property.
- LAND USE, BUILDING CODE, ZONING COMPLIANCE.** Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of the Property (such as, rental and commercial use, construction of new improvements and/or the remodel of existing improvements) will comply with local zoning requirements and verify any recorded restrictive covenants and conditions. Buyer should determine whether a certificate of occupancy has been issued for the Property and if such certificate is available for inspection. Buyer is also advised to make inquiry at the local building department to determine if building permits and final inspections were obtained for any remodel or renovation work at the Property, if applicable. Buyer hereby acknowledges the violations, or as to the suitability of the Property for Buyer's intended use.
- HAZARDOUS WASTE AND TOXIC SUBSTANCES.** Buyer is advised to consult with appropriate professionals regarding any potential existence of hazardous wastes and unhealthy or toxic substances or conditions on the Property, including, but not limited to, asbestos, radon gas, lead and lead-based paint. Buyer is advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and cleanup of hazardous substances. Buyer is advised of Buyer's obligation to make appropriate inquiries ("due diligence") into past uses of the Property to ascertain the possible existence of hazardous wastes or toxic substances. Buyer hereby acknowledges the Corporation should not be relied upon for any determination as to the existence of any hazardous water or toxic substances.

Seller(s) Initials

DM SM

Buyer(s) Initials



4. **FLOOD ZONE AND PROPERTY INSURANCE.** If the property is located in a "Flood Zone" as set forth on the HUD "Special Flood Zone Area" map, the mortgage lender may require Buyer to obtain and carry flood insurance on the Property and its improvements and such policy may require upfront payment by Buyer, Buyer hereby acknowledges the Corporation should not be relied upon for any representations about flood zoning, flood insurance, coverage, and insurance plans.
5. **HOMEOWNER'S INSURANCE.** Buyer is advised that certain properties, due to location, condition, and/or claims history, may be uninsurable, or may only be insurable at an increased cost. Buyer is also advised that Buyer's credit, insurance claims history, and other issues (such as specific kinds of pets), may be factors in determining the availability and cost of the homeowner's insurance. Buyer is advised to consult directly with insurance companies of Buyer's own choosing regarding the availability and costs of homeowner's insurance for the Property. Buyer hereby acknowledges the Corporation should not be relied upon for any representations or statements about homeowner's insurance, coverage, and plans.
6. **TITLE ISSUES/HOMEOWNER'S ASSOCIATION.** Buyer is advised that title insurance companies offer a variety of title insurance policies that provide different levels of coverage. Buyer is advised to carefully review with legal counsel and with the title insurer: (i) the available title insurance coverage; (ii) the contents of any Commitment for Title Insurance on the Property, especially the 'exceptions' and (iii) the contents of all documents affecting the Property that are a matter of public record, including, but not limited to, any restrictive covenants (CC&R's). If the Property is part of a Condominium or other Homeowners Association ("HOA"), Buyer is advised to consult directly with the HOA regarding all HOA matters that may affect the Property, including, but not limited to, present and proposed assessments, dues, fees, rules, meeting minutes, budgeting, and financial matters.
7. **HOME WARRANTIES.** Buyer acknowledges Buyer has been advised by the Corporation of the availability of Home Warranty Plans which provide limited warranties for certain home appliances and certain components of the Property after Closing. Buyer hereby acknowledges the Corporation should not be relied upon for any representations about the availability, scope, or coverage of a home warranty plan.
8. **PHYSICAL CONDITIONS OF PROPERTY.** Buyer is advised to consult with appropriate professionals regarding all physical aspects of the property, including, but not limited to: built-in appliances, plumbing fixtures, lines, fittings and systems; heating, air conditioning systems and components; electrical wiring, systems, appliances and components; foundation; roof; structure; exterior surfaces (including stucco), exterior features and equipment pool/spa systems and components; any diseased or damaged trees or landscaping; past use of the Property for storage or manufacturing of any illegal substances including, methamphetamines; and moisture seepage and damage from roof, foundation, crawl space, or windows. Buyer is advised not to rely on seller, the Corporation, or any real estate agents for a determination regarding the physical condition of the Property.
9. **MOLD, MOLD SPORES.** Buyer is advised to consult with appropriate professionals to determine the possible existence of mold in the Property and appropriate remediation of mold. Water leaks and water damage to the Property may result in mold that may have adverse health effects. Additional information regarding mold is available through the Environmental Protection Agency, [www.epa.gov](http://www.epa.gov).
10. **SQUARE FOOTAGE AND ACREAGE/LOT SIZE.** If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. In the event the Corporation provides any numerical statements regarding these items, such statements are approximations only. Buyer is advised not to rely on seller, the Corporation, or any agents of the Corporation for a determination regarding the square footage or acreage of the property.
11. **UTILITY SERVICES.** Buyer is advised to consult with appropriate professionals regarding the location of utility service lines and the availability and cost of all utility services for the Property including, but not limited to, sewer, natural gas, electricity, telephone, cable, and internet. Buyer is advised the Property may not be connected to public water and/or public sewer, and applicable fees may not have been paid or permits obtained. Septic tanks need to be maintained and need to be pumped and filters cleared or replaced (if applicable). Leach fields may need to be inspected. Wells may have been abandoned or damage occurred to cisterns. Buyer is advised to professionally inspect, to their satisfaction, the supply, condition, costs, and maintenance of utility services on the property.

Seller(s) Initials PM SM

Buyer(s) Initials



12. **WATER SERVICES, AVAILABILITY, RIGHTS.** Buyer is advised to consult with the water service provider for the Property and with other appropriate professionals regarding the source, quality, and availability of water for the Property; and regarding all applicable fees and costs (such as connection fees, stand-by fees and service fees), use restrictions, regulatory restrictions, and ownership of water rights and water systems. Depending upon the location of the Property, the water service provider, and climate conditions, water service to the Property may be interrupted. A well and well system may require inspection. Buyer is further advised that, depending upon the location of the Property, the water service provider, and climate conditions, water service to the Property may be interrupted. Buyer is further advised that, depending upon the location of the Property, State and local laws may impose specific requirements regarding the source, the capacity, and the quality of water that will service new plat or building permit applications. Such water-related laws may directly impact Buyer's ability to develop the Property and/or obtain a building permit for any improvements to the Property. Buyer is advised to consult directly with applicable State and local authorities, and with legal counsel, regarding the content and potential effect of such water-related laws.
13. **GEOLOGICAL CONDITIONS.** Buyer is advised to consult with appropriate professionals regarding possible geological conditions at or near the Property. Such geologic conditions may include, but are not limited to, soil and terrain stability, the existence of wetlands, and drainage problems.
14. **HOUSING COMPLIANCE.** Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions including, but not limited to schools, proximity and adequacy of law enforcement, proximity to commercial industrial or agricultural activities, crime statistics, fire protection, other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. All properties will be shown without regard to race, color, religion, sex, national origin, handicap or familial status and any other requirements of federal and state fair housing laws.
15. **PROPERTY TAXES.** Buyer is advised that depending upon present use, the Property may be taxed as 'Greenbelt'. A purchase of the Property may change the Greenbelt status and the amount of property taxes assessed by the County. Such change in Greenbelt status may also result in liability for roll-back taxes. If Buyer has any questions regarding County property tax assessments or requirements, Buyer is advised to consult directly with the county Tax Assessor's office.
16. **TAX AND LEGAL CONSEQUENCES.** Buyer is advised that this transaction has tax and legal consequences and should consult with their chosen legal and tax advisors regarding the Property transaction and any tax or legal consequences associated.
17. **CLAY SOILS IN AND AROUND CASCADE COUNTY.** Many areas of Cascade County and Great Falls have clay soils which are susceptible to variation due to moisture and other factors. Buyers of Property or homes in any area of Great Falls should obtain an inspection they deem appropriate to evaluate soil building practices, construction technique and/or building practices, construction techniques and soil for them.
18. **DISPUTES REGARDING SOIL CONDITIONS.** The undersigned Buyer(s), represent and agree they are not relying upon real estate licensees for advice regarding structural, building, moisture, and soil conditions. The undersigned buyer(s) acknowledge that real estate licensees have informed them that some residences in areas around Great Falls have been the subject of disputes regarding soil conditions, structural conditions, and building practices. Real estate licensees also recently learned that some of these disputes were the subject of legal proceedings involving builders and developers. As a result, real estate licensees emphasize to buyers that licensees also recommends that buyers retain experts to evaluate soil and building conditions of any property they intend to purchase. If buyers elect not to obtain these inspections, they do so at their own risk and not in reliance upon any actions of real estate licensees. Buyer(s) acknowledge they can search public records regarding the existence of disputes regarding soil conditions, subdivision approval information, and soil studies that may have been completed and buyer(s) are not relying upon real estate licensees to search for or locate that information for them. Buyer(s) acknowledge they have been advised of the above issues, have had the opportunity to discuss this disclosure with their own experts and consultants have adequately investigated to their own personal satisfaction the residence or property that they are purchasing and are not relying upon any representations made by real estate licensees regarding soil conditions that effect the structural integrity of the property.

Seller(s) Initials   JMSM  

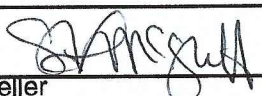
Buyer(s) Initials



19. **SEWER LINES.** Sewer lines in Great Falls have become an issue in many homes and buildings as many are aging. These repairs or line replacements can be very expensive. Independent professional sewer line inspections are available and can show many faults/failures in these older lines and even in newer sewer lines. Many homeowner's insurance companies also offer riders that cover sewer lines, Buyer is advised to consult directly with their homeowners insurance carrier.
20. **MARKET CONDITIONS.** Depending on market conditions, occasionally buyer(s) offer more than the asking price on properties. This is primarily due to what the buyer(s) perceive to be the current market conditions or the concern of multiple offers on said property. Broker/Agent fees may be the 'fair market value' of the property at the time of the offer. Broker/Agent is in no way inducing or enticing their client to offer/purchase the property at or above the listed price. The client(s) are making this decision independently of any outside influences and is aware that the future value of the property may be less than they are offering to purchase it for.
21. **BUYERS RESPONSIBILITY FOR INDEPENDENT INVESTIGATION.** Buyers are entering into this transaction in full reliance on their own independent investigations.
22. **DISCLOSURE.** Real estate licensees have disclosed to Buyers all known adverse material facts about the subject resident/property and Buyers acknowledge that they are not relying upon real estate licensees for any additional information about possible adverse material facts related to this residence/property and instead will rely on their own experts, as well as their own personal investigation, to access and evaluate any adverse material facts.
23. **COMPENSATION:** All parties understand that Broker/Agent compensation are negotiable. Compensation paid to the listing agent are often shared with a buyers agent.
24. **WEATHER:** Be advised in colder climates such as Montana, purchasing a home during late fall, winter and early spring presents certain challenges. Home inspections during late fall, winter and early spring, central AC units can not be turned on as it could damage the system, however a pressure test can be done, ask your home inspector if he/she can perform a pressure test. Snow on roof on the date of inspection: If the inspector only checks a section of the roof, ask your home inspector when he can return and inspect the entire roof. Buyers/Sellers standard practice maintenance is to have sprinkler systems blown out prior to first freeze to avoid frozen and burst lines of the system. The buyer should be aware of asking the seller when the last time the system was winterized and do they have any record of weatherization.
25. **INTERNET OR CELL PHONE ACCESS:** Not all properties have these services available and not all Seller/Owners use these services for the same type of activities. (work, gaming, streaming, large up or downloads, etc.)

 7-5-24  
Seller Date

  
Buyer Date

 07/05/2024  
Seller Date

  
Buyer Date

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Seller Agent Date

  
Buyers Agent Date