

**LIBERTY REALTY, INC.**  
**BUYER DISCLOSURE STATEMENT**

THIS BUYER DISCLOSURE STATEMENT is provided to \_\_\_\_\_

\_\_\_\_\_ ("Buyer") by Liberty Realty, Inc. and  
\_\_\_\_\_ ("Buyer's Agent") in connection with Buyer's offer to  
purchase real property located at \_\_\_\_\_ ("Property").

The following is a list of issues the Buyer should consider in evaluating any property. This is not intended as a comprehensive list relevant in the Buyer's evaluation of a specific property. This document is, however, intended to direct the Buyer's attention to a number of issues commonly considered important in the evaluation of any property.

1. RECOMMENDED SERVICES. Liberty Realty, Inc. and its sales associates, including the buyer's agent, are trained in the marketing of real estate. They are not trained or licensed to provide the Buyer with professional advice regarding the physical conditions of any property or regarding legal or tax matters. Accordingly, neither Liberty Realty, Inc. its sales associates, including the Buyer's Agent, will make any representations or warranties regarding the physical or legal condition of any property selected by the Buyer. Liberty Realty, Inc. strongly recommends Buyer(s) consult their own design or land use professional, zoning expert, contractor, home inspector, surveyor, title insurer, termite control expert, attorney, tax specialist, estate planner, CPA, accountant, and other professionals regarding the size (including acreage and square footage), legal, mechanical, or physical condition of the Property and any other aspects of this transaction.

2. BUILDING CODE/ZONING COMPLIANCE. Buyer acknowledges Liberty Realty, Inc. including the buyer's agent should not be relied upon for any determination as to any past or present building or zoning violations.

3. SURVEYING AND STAKING. Buyer is advised that without an accurate survey of the property, Buyer cannot be certain as to the exact 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 or property do not encroach on the Property. Buyer acknowledges that Liberty Realty, Inc., including the Buyer's Agent should not be relied upon for any determination as to the boundaries of the Property or of any encroachments within the Property or upon adjoining parcels of property.

Buyer Initial ( ) ( )

4; MORTGAGE FINANCING. Liberty Realty, Inc. endorses Bank of America and Excel Mortgage to facilitate a smooth, convenient and efficient mortgage financing process. While Liberty Realty, Inc. recommends using these mortgage lenders, there is no obligation. Other companies provide mortgage-financing services. Bank of America and Excel Mortgage charge for loan origination, underwriting and other applicable fees disclosed in writing. Please ask your loan officer for a Good Faith Estimate. Buyer may or may not be able to obtain similar mortgage financing products and services at a lower rate by shopping with other providers.

5. SQUARE FOOTAGE/ACREAGE. Buyer(s) are advised to satisfy themselves and/or consult with appropriate professionals regarding the square footage, room dimensions, lot size, and age of property Improvements. Any numerical statements by Liberty Realty, Inc. including the Buyer's Agent regarding these items ARE APPROXIMATIONS ONLY AND SHOULD NOT BE RELIED UPON. The buyer may obtain more accurate information through appraisal or doing measurements.

6 SEWER SYSTEM, Buyer is advised to consult with appropriate professionals regarding sewer and septic systems and components. The Property may not be connected to a public sewer, and applicable fees may not have been paid. Septic tanks may need to be pumped. Leach fields may need to be inspected.

7 WATER & UTILITY AVAILABILITY. Buyer is advised to consult with appropriate professionals regarding the source and availability of water and other utility services, any applicable use restrictions, and ownership of water rights and water system The Property may not be connected to a public water system. A well and well system may require inspection. In the event a well is the source of water for the property, it may be a domestic well, a community well or other type of arrangement. In the case of a community well, the Buyer should contact the Division of Water Resources for more information regarding the future use of the well. Buyer(s) are herein advised that a community well state permit could be cancelled or could be revocable now or at some time in the future or it could be permanent. Buyer(s) are advised the real estate agent is not an expert in this area and Buyer(s) are advised to contact the Division of Water for additional information.

8. GEOLOGIC CONDITIONS. Buyer acknowledges Liberty Realty, Inc. including the Buyer's Agent should not be relied upon for any determination as to the geologic conditions of the Property, including soil & terrain stability, drainage and seismic activity.

9. PEST CONTROL/TERMITE INSPECTION. Buyer is advised that without a Pest Control/Termite Inspection, Buyer cannot be certain as to the existence of any pest or termite problems on the Property. Buyer acknowledges Liberty Realty, Inc. including the Buyer's Agent should not be relied upon for any determination as to the existence of any

Buyer Initial ( ) ( )

pest or termite problems associated with the Property. A termite inspection is recommended. In addition to termites, this disclosure and waiver serves to inform a potential purchaser of real property in Southern Nevada that various pest/insect species (hereinafter "pest") exist in Southern Nevada. Said pests include but are not limited to scorpions (approximately 23 species including bark scorpion or *centruroides excilicauda*), spiders (including black widow and brown recluse) and Africanized bees to name a few.

10. FEDERAL FAIR HOUSING COMPLIANCE, Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions including, but not limited to; school; 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 family status and any other current requirements of federal fair housing laws.

11. BUSINESS ARRANGEMENT DISCLOSURE. The real estate company, in addition to representing the Buyer, has a business relationship with many companies involved in the home-event. Those companies include but are not limited to ADT Security Services, home warranties and any companies participating in the Liberty Realty Partners program. Any fees charged by these institutions are the full amount of fees due to the service provider for plan administration and provision of service, as well as reimbursement to the real estate company based on a good faith estimate of its expenses incurred in promoting, selling, processing and advertising these services. Other service providers are available with similar services. You are free to shop around to determine you are receiving the best services and the best rate for these services.

12. FUNGAL AND/OR MOLD DISCLOSURE. A professional home inspection may not disclose fungal and/or mold contaminants. Buyer may wish to obtain an inspection specifically for fungal/mold contaminants to more fully determine the condition of the Property and its environmental status. Companies able to perform appropriate inspections may be found in the yellow pages under "Environmental and Ecological Services." We strongly encourage clients to satisfy themselves as to property condition. Neither Liberty Realty, Inc. nor its agents are experts in the field of fungal or mold contaminants. An Industrial Hygienist or Microbiologist is recommended for additional information and/or for testing purposes. Both new and resale homes can be affected. Many types of mold are toxic and can cause serious health Issues.

Buyer Initial ( ) ( )

RECEIPT AND ACKNOWLEDGMENT OF BUYER

I have carefully reviewed this Buyer Disclosure Statement. I understand my right and the recommendation of Liberty Realty, Inc. to consult with the various experts and professionals listed above, prior to or as part of an offer to purchase the Property. I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE INSPECTIONS AS A CONDITION OF MY OFFER TO PURCHASE THE PROPERTY. THE BUYER IS ADVISED TO EXERCISE THIS RIGHT. IF THE BUYER FAILS TO DO SO, THE BUYER IS ACTING CONTRARY TO THE ADVISE OF THE COMPANY.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Agent \_\_\_\_\_ Date \_\_\_\_\_