

MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, ***to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord*** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, ***to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant*** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate
- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency or transaction brokerage:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- ☐ Seller's Limited Agent
- ☐ Landlord's Limited Agent
- ☐ Buyer's Limited Agent
- ☐ Tenant's Limited Agent
- ☐ Sub-Agent
- ☐ Disclosed Dual Agent
- ☐ Designated Agent
- ☐ Transaction Broker
- ☐ Other Agency Relationship

Broker or Entity Name and Address

Hayden Outdoors, LLC
501 Main Street
Windsor, CO 80550

Prescribed by the Missouri Real Estate Commission as of January, 2005. This additional format prescribed October 2007 and April 2018.

Bart Ikerd

Tammy Ikerd

11/20/23



Measurements Disclaimer

This disclaimer applies to the following real estate (the "Property"):

<u>1190 E 480th Rd Lot #1</u>	<u>Boliva</u>	<u>MO</u>	<u>65613</u>	<u>Polk</u>
Street Address	City		Zip Code	County

SOURCE OF MEASUREMENTS:

The undersigned Brokerage Firm(s) and its affiliated licensee(s) **Have Not** measured the acreage of the Property or the square footage of any improvement located thereon. Any information shared regarding acreage or square footage ("Measurements") has been provided from another source(s) as indicated (*Check applicable box(es) below*):

Source of Measurements Information:

☐ Prior appraisal

☐ Building Plans

☐ Assessor's Office

☐ Other _____

Any Measurements information shared has not been independently verified and is for purposes of marketing only. Measurements are an approximation and may not be exact. Measurements are not to be relied upon for purpose of a loan, valuation or for any other purpose.

If exact acreage or square footage is a concern, the Property should be independently measured.

Any independent measurement or investigation should be completed by Buyer on or before the Survey Deadline (*with respect to acreage*) and/or the Property Data Review Period (*with respect to improvements*) of the Contract.

Brokerage Firm Assisting Buyer

By (Signature) _____

Licensee Print Name: _____

Date: _____

Brokerage Firm Assisting Seller

Hayden Outdoors, LLC

By (Signature) Sami Bolen

Licensee Print Name: Sami Bolen

Date: 11/20/23

The undersigned acknowledge(s) receipt of this Disclaimer:

BUYER _____ Date _____
Print Name: _____

Bart Ikerd _____ 11/20/23 _____
SELLER _____ Date _____
Print Name: Bart Ikerd

BUYER _____ Date _____
Print Name: _____

Tammy Ikerd _____ 11/20/23 _____
SELLER _____ Date _____
Print Name: Tammy Ikerd

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Disclaimer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Disclaimer be made.

Effective 1/1/19.

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Agreement #: _____

SELLER'S LAND ONLY PROPERTY CONDITION DISCLOSURE STATEMENT AND PROPERTY DATA

The following is a disclosure statement made by the Owner under that certain Listing Agreement by and between **Bart and Tammy Ikerd**

Owner and **Hayden Outdoors, LLC**

Broker, dated the **20** day of **November**, 20**23**, bearing the above Listing Number.

This disclosure statement is hereby made a part of and incorporated into said Listing Agreement by this reference. This disclosure statement concerns the Property described in said Listing Agreement located at

1190 E 480th Road, Lot 1 Bolivar, MO. This disclosure is not a warranty of any kind by the Owner or any agent of the Owner in this transaction, and is not a substitute for any inspection or warranties the Buyer may wish to obtain.

TO THE SELLER: Please complete the following form including past history of problems, if known. DO NOT LEAVE ANY SPACES BLANK. If a particular condition is not applicable to your property, mark "N/A" in the appropriate blank. Attach additional pages if additional space is required. Please be sure to sign or initial each page.

The following are representations made by the Owner and are not representations of Owner's agent.

1. PROPERTY CONDITION:

A. Fences: Is property fenced? ☐ YES ☐ NO If so, please describe type of fencing, condition and location:
Partia

B. Water Systems (if any): ☐ None ☐ Public ☐ Cistern ☐ Well (describe type of well, pump and approximate depth, if known):
Please list any known problems or repairs needed or made within past year: _____

Has the well been tested? ☐ Yes ☐ No If yes, date of report: _____ Results: _____

☐ Other (describe): _____

C. Sewer Systems (If any, please check type of system(s) on Property): ☐ None ☐ Septic Tank ☐ Lagoon
☐ Drain Field ☐ Public Sewer If Septic Tank, distance from well (if any): _____, size of tank: _____;
length of lateral line(s): _____. Please describe any known problems or repairs needed or made within past year: _____

D. Electrical Power: ☐ None ☐ Available at property: Please describe any known problems or repairs needed or made within past year: *Will be completed at the property lines*
Electric Company Name and Address: **Southwest Electric, Bolivar, Mo**

E. Gas: ☐ None ☐ Natural Gas Company Name and Address: _____

F. Fire District: _____

G. TERRAIN: ☐ Level ☐ Gently Rolling ☐ Rolling ☐ Hilly ☐ Rough Open Acres: **11.5** Improved Pasture Acres: _____ Tillable Acres: _____ Timber Acres: _____ Types of Grass: _____
Kinds of Timber: _____
How Often Fertilized? _____ Last Date Fertilized: _____ Livestock Capacity: _____
Attached: ☐ TOPO ☐ PLAT ☐ AERIAL PHOTOS ☐ PICTURES ☐ OTHER: _____

H. PONDS, CREEKS AND RIVERS: Number of Ponds: _____ Number Spring Fed: _____ Number of Other Springs: _____ Number of Creeks: _____ Year-round _____ Seasonal. Number and Name(s) of Rivers: _____

I. MINERAL RIGHTS, EASEMENTS AND RESTRICTIONS: To my knowledge, there ☐ are ☐ are not oil or mineral rights reserved. To my knowledge, the following are all known easements or restrictions:



Agreement #: _____

2. OTHER ITEMS:

Are you, the Seller, aware of any of the following?

A. Environmental Concerns:

(1) Are you aware of any other environmental concerns such as discoloration of soil or vegetation or oil sheens in wet areas? ☐ Yes ☐ No If "yes," please describe: _____(2) Are you aware of any environmental hazards on the property such as underground storage tanks, ground water contamination, or hazardous waste on or near the property? ☐ NO ☐ UNKNOWN ☐ YES. If so, please describe: _____(3) Has the Property ever been tested for the presence of any environmental hazards? ☐ NO ☐ UNKNOWN ☐ YES. If so, please give date(s) of test(s) and describe results: _____

Copy of test report is attached.

(4) Has the condition of the soil been recently tested? ☐ NO ☐ UNKNOWN ☐ YES If so, please give date(s) of test(s) and describe findings: _____

Copy of test report is attached.

B. Principal Uses of Property:

(1) Are you aware of any principal uses of the Property such as commercial, farming, landfill, dumping site? ☐ Yes ☐ No If "yes," please describe: _____(2) Is the property rented or leased? ☐ YES ☐ NO If leased, Name of Tenant: _____
Tenant's Telephone: _____ Tenant's Address: _____

Describe terms of lease or attach copy of lease(s): _____

Expiration date: _____ Rental Rate: _____

C. Shared Features: Are there any features of the property shared in common with adjoining landowners, such as wells, walls, sewers, fences, roads or driveways whose use or responsibility for maintenance may have an effect on the property? ☐ Yes ☐ No If "yes," please describe: shared fence with neighborD. Rights-of-Way and Easements: Are there any rights-of-way, easements or similar matters that may affect ownership interests in the property? ☐ Yes ☐ No If "yes," please describe: _____E. Flood Zone: Is the Property located in an area designated by the Department of Housing and Urban Development as a flood hazard area? ☐ Yes ☐ No ☐ UnknownF. Current Zoning: _____. Is any change in current zoning pending or has any change been recently proposed? ☐ YES ☐ NOG. Controlled Substances: Sections 441.236 and 442.606 of the Missouri Revised Statutes require that the owner/landlord of any premises to be rented, leased, sold, transferred or conveyed and any parcel of real property to be sold, exchanged or transferred shall disclose in writing to the prospective lessee, purchaser, buyer or transferee the fact that methamphetamine was produced on the premises, provided that the owner, seller, landlord or other transferor had knowledge of such prior methamphetamine production, regardless of whether the person(s) involved in the production were convicted for such production. Do you have any knowledge that methamphetamine was ever produced on the Property? ☐ NO ☐ YES If so, please attach appropriate disclosure form.

H. Other Facts: Please list any other facts or information (favorable or unfavorable) relating to the Property which may be of concern to a Buyer: _____



Agreement #: _____

Broker, Broker's agents and subagents and Buyer's transaction brokers and agents are hereby authorized to distribute this information to prospective Buyers for the Property. To the extent of Seller's knowledge as a property owner, the Seller hereby acknowledges that the information contained above is true and accurate for those areas of the property listed.

Bart Skerd

Seller

Date: 11/20/23 Time: 8:00 a__m.*Tammy Ikerd*

Seller

Date: 11/20/23 Time: 8:00 a__m.

The Buyer is urged to carefully inspect the Property and, if desired, to have the property inspected by an expert. The Buyer understands that there are areas of the property of which Seller has no knowledge and that this disclosure statement does not encompass those areas. The Buyer also acknowledges that the Buyer has read and received a signed copy of this statement from the Seller or the Seller's agent.

Buyer

Date: _____ Time: _____m.

Buyer

Date: _____ Time: _____m.