

### OKLAHOMA REAL ESTATE COMMISSION

## APPENDIX B. RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT FORM

**Seller instructions:** Oklahoma Law (the "Residential Property Condition Disclosure Act," 60, O.S. Section 831 et. seq., effective July 1, 1995) **requires a seller of 1 and 2 residential dwelling units to deliver, or cause to be delivered, a disclaimer statement to a purchaser as soon as practicable, but in any event before acceptance of an offer to purchase if you, the seller: 1) have never occupied the property and make no disclosures concerning the condition of the property; and 2) have no actual knowledge of any defect concerning the property.**

**If, however, you occupied the property or know of a defect in regard to the property, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to the purchaser.**

**Also, if you become aware of a defect after delivery of this disclaimer statement to a purchaser, but before you accept an offer to purchase, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to a purchaser.**

Completion of this form by you may not be more than 180 days prior to the date this form is received by a purchaser.

Note: If this disclaimer statement is delivered to a purchaser after an offer to purchase has been made by the purchaser, the offer to purchase shall be accepted by you only after a purchaser has acknowledged receipt of this statement and confirmed the offer to purchase.

**Defect means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property.**

### SELLER'S DISCLAIMER STATEMENT

The undersigned seller states that seller has never occupied the property located at 4191 South Troost Place, Tulsa, OK 74105 Oklahoma;

(initial all below)

Seller has never occupied the property



Seller has no actual knowledge of any defects



Seller makes no disclosures concerning the condition of the property



\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

*Morsha Golevar* \_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

### PURCHASER'S ACKNOWLEDGMENT

The purchaser shall sign and date this acknowledgment. The purchaser is urged to carefully inspect the subject property and, if desired, to have the property inspected by an expert. The purchaser acknowledges that purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase you make on the property identified above.

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

**Note to seller and purchaser: A real estate licensee has no duty to the seller or purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the seller in this disclaimer statement.**

The disclosure and disclaimer statement forms and the Residential Property Condition Disclosure Information Pamphlet are made available by the Oklahoma Real Estate Commission, 1915 N. Stiles Ave., Suite 200 (Denver N. Davison Building), Oklahoma City, Oklahoma 73105-4919. Visit the Commission's web site: [www.orec.ok.gov](http://www.orec.ok.gov)