AGENCY/POLICY DISCLOSURE AND ACKNOWLEDGEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION

(Should be presented at earliest possible convenience - must be signed by Seller or Buyer prior to making or reviewing an offer)

When you enter into a discussion with a Brokerage (and their affiliated real estate licensees) regarding a real estate transaction, you should understand how the Brokerage is representing each party in the transaction. More importantly, you should understand how that agency relationship impacts on your relationship with the licensee. **The term "Broker" or "Brokerage" shall hereinafter refer to: (Brokerage/firm)** Jeff Hagel **, and Brokerage's affiliated licensees (brokers and salespersons). The term "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. A "Client" is a party to a transaction who has a brokerage agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.**

A. TYPES OF AGENCY REPRESENTATION AND THE POLICY BROKERAGE MAY ELECT UNDER EACH.

Prior to Buyer or Seller giving confidential information they should understand a variety of representation options exist in real estate transactions. Below is a list of representation options available and the policy Brokerage may elect in regard to each. Brokerage will provide a separate Agreement establishing which agency relationship is offered to Buyer or Seller.

Brokerage has "checked" the appropriate box(es) for the policy that applies to Brokerage:

☑ **1. SINGLE SELLER AGENCY. Single Seller Agency** exists when Brokerage and Seller enter into a real estate Listing Agreement and the property is sold to a "Customer" or by a different real estate company. Brokerage and Broker's affiliated licensees' policy is to represent the Seller as a "Client" in this case. **In Single Seller Agency, Broker does not also represent the Buyer in the transaction.**

☐ **2. SINGLE BUYER AGENCY. Single Buyer Agency** exists when Brokerage and Buyer enter into a Buyer Agreement and Brokerage or an affiliated licensee assist Buyer in writing an offer to purchase property and the property is listed with a different real estate company or offered by seller. Brokerage and Broker's affiliated licensees' policy is to represent Buyer as a "Client" in this case. In this type of agency representation Broker may receive compensation for the transaction from the listing real estate company pursuant to a cooperation agreement between the two companies or through agreement between Seller and Buyer. **In Single Buyer Agency, Broker does not also represent the Seller in the transaction.**

☐ **3. APPOINTED AGENCY.**

- **a. Appointed Seller Agency** exists when Brokerage appoints an affiliated licensee, the listing agent, to act on Seller's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- **b. Appointed Buyer Agency** exists when Brokerage appoints an affiliated licensee, the selling agent, to act on Buyer's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- **c. In the event an Appointed Licensee personally represents both Seller and Buyer in the same transaction, that Appointed Agency is considered to be a Consensual Dual Agent (see 4. below).**

☐ **4. CONSENSUAL DUAL AGENCY.**

- **a.** When Brokerage (or an Appointed Seller or Buyer Agent, as defined in 3a. and 3b. above) both lists and sells the property, it is the policy of Brokerage and Brokerage's affiliated salespersons to represent both Seller and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Seller and Buyer, as well as procedures to be followed.
- **b.** When Brokerage and Buyer enter into a "Buyer Agreement", whether exclusive or non-exclusive, and Brokerage or an affiliated salesperson assist Buyer in writing an offer to purchase property and the property is also listed with Brokerage, it is the policy of Brokerage to represent both the Seller and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Seller and Buyer, as well as procedures to be followed.
- **c.** Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice. **Buyer and Seller are not required to consent to dual agency.**

☐ **5. SELF REPRESENTATION.** If not already in a written Brokerage Agreement with a brokerage, a person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Seller elect to represent themselves in a transaction, it is the policy of Brokerage to treat that Buyer or Seller as a "Customer" and not as a "Client".

B. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO A TRANSACTION.

In providing brokerage services to a client to a transaction, "Client" and "Customer" alike, a licensee (the Brokerage and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Treat all parties to the transaction honestly and in good faith.
2. Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
   - **a.** Material adverse facts known by the party.
   - **b.** Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
   - **c.** Material adverse facts the disclosure of which is prohibited by law.
   - **d.** Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
3. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

C. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Keep their client's confidential information confidential unless they have written permission to reveal.
5. Diligently exercise reasonable skill and care in providing brokerage services.
6. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE: Broker or Licensee has a financial interest in or an affiliate relationship with the following companies or business entities:**

   _____

   _____

D. DESCRIPTION OF BROKER'S SERVICES.

Broker may do the following for Sellers and Buyers:

1. Assist Buyer with financing qualification guidelines;
2. Provide helpful information about the property and area;
3. Respond accurately to questions about the property;
4. Disclose all material facts about the property that are known to Broker;
5. Disclose financial qualifications of the Buyer to the Seller;
6. Explain real estate terms and procedures;
7. Explain to Seller and Buyer the benefits of having the property inspected;
8. Explain closing costs and procedures;
9. Help the Seller and Buyer compare financing alternatives;
10. Provide information about comparable properties so Seller and Buyer may make an informed decision on what price to accept and/or offer;

11. Assist with all standard forms, including those that include the necessary protection and disclosures for the Seller and Buyer;
12. Work diligently to facilitate the sale and closing; and
13. Keep their client's confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license.

E. GUIDELINES FOR SELLER AND BUYER.

If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Seller would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy, as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

ACKNOWLEDGEMENT

The undersigned have read this disclosure and understand the type of representation which may be provided by Broker. The undersigned acknowledge receipt of a copy of this agency disclosure. **This is not a contract; rather it is intended to be only a disclosure notice.**

If you do not understand this document, please seek the advice of an attorney of your choice before signing.

Ryan Oberman
Ryan Oberman (Nov 2, 2026 08:07:42 CST)

Print name of Seller	**Print name of Prospective Buyer**
Signature of Seller **Date**	**Signature of Prospective Buyer** **Date**
Print name of Seller	**Print name of Prospective Buyer**
Signature of Seller **Date**	**Signature of Prospective Buyer** **Date**
For Sellers Brokerage	**For Buyers Brokerage**

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SELLER DISCLOSURE OF PROPERTY CONDITION

(To be delivered prior to buyer making Offer to Buy Real Estate)

Property Owner(s) & Address: Ryan & Christine Oberman

Purpose of Disclosure: Completion of Section I this form is required under Chapter 558A of the Iowa code which mandates the Seller(s) disclose condition and information about the property, unless exempt:

Exempt Properties: Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer of real estate in which the fiduciary is a living natural person and was an occupant in possession of the real estate at any time within the twelve consecutive months immediately preceding the date of transfer; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings. Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply.

If claiming an exemption, sign here and stop.

Seller	**Date**	**Seller**	**Date**
Buyer	**Date**	**Buyer**	**Date**

Instructions to the Seller: (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

Seller's Disclosure Statement: Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law.

This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**

Seller Initials RO RO _____ _____ **Buyer Initials** _____ _____

I. Property Conditions, Improvements and Additional Information (*Section I is Mandatory*)

EACH AND EVERY LINE MUST BE ADDRESSED AND MARKED

1. **Basement/Foundation:** Has there been known water or other problems?.....Yes ☐ No ☑ Unknown ☐
   If yes, please explain: N/A

2. **Roof:** Any known problems?.....Yes ☐ No ☑ Unknown ☐
   Roof Type Shingle
   Date of repairs/replacement (If any) Replaced in 2018
   Describe: N/A

Serial#: 045366-300176-8922402
Prepared by: Jeffrey Hagel I Jeff Hagel I jeffrey.hagel@gmail.com I
Form Simplicity

3. **Well and Pump:** Any known problems?.....Yes ☐ No ☑ Unknown ☐
Type of well (depth/diameter), age and date of repair: Unknown depth and diameter, well drilled in 1994.
Has the water been tested?.....Yes ☐ No ☑ Unknown ☐
If yes, date of last report/results: N/A

4. **Septic Tanks/Drain Fields:** Any known problems?.....Yes ☐ No ☑ Unknown ☐
Location of tank North West corner of house Age 1994 Unknown ☐
Has the system been pumped and inspected within the last 2 years?.....Yes ☐ No ☑ Unknown ☐
Date of inspection N/A Date tank last cleaned/pumped Unknown N/A ☑ Unknown ☐

5. **Sewer:** Any known problems?.....Yes ☐ No ☑ Unknown ☐
Any known repairs/replacement?.....Yes ☐ No ☑ Unknown ☐
Date of repairs N/A

6. **Heating System(s):** Any known problems?.....Yes ☐ No ☑ Unknown ☐
Any known repairs/replacement?.....Yes ☐ No ☑ Unknown ☐
Date of repairs N/A

7. **Central Cooling System(s):** Any known problems?.....Yes ☐ No ☑ Unknown ☐
Any known repairs/replacement?.....Yes ☐ No ☑ Unknown ☐
Date of repairs N/A

8. **Plumbing System(s):** Any known problems?.....Yes ☐ No ☑ Unknown ☐
Any known repairs/replacement?.....Yes ☐ No ☑ Unknown ☐
Date of repairs N/A

9. **Electrical System(s):** Any known problems?.....Yes ☐ No ☑ Unknown ☐
Any known repairs/replacement?.....Yes ☐ No ☑ Unknown ☐
Date of repairs N/A

10. **Pest Infestation:** (wood-destroying insects, bath, snakes, rodents, destructive/troublesome animals, etc.)
Any known problems?.....Yes ☐ No ☑ Unknown ☐
Date of treatment preventative treatment quarterly
Previous Infestation/Structural Damage?.....Yes ☐ No ☑ Unknown ☐
Date of repairs N/A

11. **Asbestos:** Is asbestos present in any form in the property?.....Yes ☐ No ☑ Unknown ☐
If yes, explain: N/A

12. **Radon:** Any known tests for the presence of radon gas?.....Yes ☐ No ☑ Unknown ☐
If yes, test results? N/A pCi/L Date of last report N/A ☐

13. **Lead Based Paint:** Known to be present in the property.....Yes ☐ No ☑ Unknown ☐
Has the property been tested for the presence of lead-based paint?.....Yes ☐ No ☑ Unknown ☐
Provide lead-based paint disclosure.

14. Are there currently, or have there ever been, any lead water service lines present?.....Yes ☐ No ☑ Unknown ☐
If yes, please provide more information. N/A