

MISSISSIPPI REAL ESTATE COMMISSION

Property Condition Disclosure Statement (PCDS)

The following is a Property Condition Disclosure Statement (PCDS) required by §89-1-501 through §89-1-527 of the Mississippi Code, made by the **SELLER(S)** concerning the condition of the **RESIDENTIAL PROPERTY (1 TO 4 UNITS)** located at:

| | |
|---|---------------------|
| ADDRESS: 202 B McClamrock DR. Booneville, 38829 | |
| SELLER(S): Joshua Smith | Year 1988 Built: |

Note to Buyer: If the structure was built before 1978, you are encouraged to investigate the possible presence of lead-based paint.

IS A PCDS NECESSARY? – NO OCCUPANCY AND NO KNOWLEDGE

Instructions to Seller(s): If no seller has occupied (lived in) the property, AND no seller has any knowledge of the property's condition, mark the two boxes below, sign in attestation of the truth of these representations, and leave the remainder of the PCDS blank.

No Seller has occupied the property, AND **no Seller has any knowledge of the property's condition.**

| | |
|------------------------|----------|
| <i>Joshua S. Smith</i> | 11/25/25 |
|------------------------|----------|

Signature(s) of Seller(s) Date

IS A PCDS NECESSARY? – STATUTORY EXCLUSIONS

The Property Condition Disclosure statutes require the seller of residential real property to cause a PCDS or a copy thereof to be delivered to a buyer prior to the signing by the buyer of an offer to purchase or a binding contract of sale unless there is a specific statutory exclusion to the contrary for the seller. The following is a "summary" of those transfers which are EXCLUDED (in part) from the requirement to provide a fully completed PCDS. A more thorough explanation is provided in §89-01-501(2) of the Mississippi Code. (Check all that apply, sign in attestation of the truth of this representation, and leave the remainder of the PCDS blank).

Transfers pursuant to a court order, to include the following:

- Transfer by order of a probate court in the administration of an estate.
- Transfer pursuant to a writ of execution.
- Transfer by any foreclosure sale.
- Transfer by a Trustee in Bankruptcy.
- Transfer by an eminent domain proceeding.
- Transfer from a decree for specific performance.
- Transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or trust.

Transfers by a Mortgagor who is in default to the Mortgagee, to include the following:

- Transfer to a beneficiary of a deed of trust.
- Transfer by a foreclosure sale after default on a mortgage.
- Transfer by a mortgagee or a beneficiary following a foreclosure.
- Transfer by a deed in lieu of foreclosure.

Other Transfers to include the following:

- Transfer of real property on which no dwelling is located.
- Transfer from one co-owner to one or more co-owners.
- Transfer to a spouse (including due to divorce/separation), or to a person in the lineal line of consanguinity.
- Transfer to or from any governmental entity.

| | |
|---------------------------|------|
| | |
| Signature(s) of Seller(s) | Date |

II. ROOF

1. Are you aware whether all or any portion of the roof has been repaired or replaced? Yes No Unk NA
If Yes, please explain here (attach additional pages if necessary).
2. To your knowledge, are there any written warranties presently in place for the roof? If Yes, please provide a copy. Yes No Unk NA
3. Are you aware of any current leaks or defects with the roof such as structural issues, dry rot, water backups, moisture issues, wind damage, or hail damage? Yes No Unk NA
If Yes, please explain here (attach additional pages if necessary).
4. The roof is New years old.

III. UTILITIES, INTERNET, AND TELEVISION SERVICES

| Utilities | Service Provider (state NA if Not Applicable) | Average Monthly Bill |
|--------------------|---|----------------------|
| Electricity | | |
| Natural Gas | | |
| Water | | |
| Garbage Collection | | |
| Propane | | |
| Solar Panels | | |
| (other) | | |
| | | |
| | | |
| | | |
| | | |

If applicable, Propane Tank is: Owned, Leased. If leased, the fee is \$ _____ per: Month Year .

1. Is your drinking water from a private well? Yes No Unk NA
a) If YES, has the water quality been tested for safety? Yes No Unk NA
If YES, please attach the Water Safety Report (if available).
2. The sewage system is: Public Private Septic Cesspool Treatment Lift Other
If an individual system, provide:
Manufacturer Name: _____
Location on Property: _____
Is a sewage pump installed? Yes No Unk NA
If an individual system, has it been inspected by the proper state/county/Health Department officials? Yes No Unk NA
If an individual system, what is the date of the last servicing? _____
How many bedrooms are allowed by the individual wastewater permit? _____
3. Is cable Television available at the site? Yes No Unk NA
What type of internet service is available at the site? DSL Cable Fiber Optic Satellite Unk NA
If internet service is currently available, who is the provider? _____

IV. STRUCTURAL ITEMS & SOILS

1. Are you aware of any settlement/heaving of soils, any collapsible or expansive soils or poorly compacted fill on the Property? Yes No Unk NA
2. Are you aware of any past or present movement, shifting, deterioration or other problems with the walls (interior or exterior) or the foundation of the Property? Yes No Unk NA
3. Are you aware of any tests to determine the composition/compaction of soil or the presence of any "expandable soils" being present on the Property? Yes No Unk NA
4. Are you aware of any foundation repairs made in the past?
 - a) If YES, is there a written report? Yes No Unk NA
 - b) If YES, is there a warranty which can be transferred to the buyer? Yes No Unk NA
5. To your knowledge, are any foundation repairs currently needed? Yes No Unk NA
6. Except for "Cosmetic Upgrades" (carpet, paint, wallpaper) have you remodeled, made any additions, structural modifications, or other alterations or improvements to the property?
 - a) If YES, please attach a detailed description of all work completed, the name of the building contractor who completed the work and the completion date of the work. Yes No Unk NA
7. Were all necessary work PERMITS and approvals secured in compliance with local, city and county building codes? Yes No Unk NA

If Yes, please explain here (attach additional pages if necessary).

8. Are you aware if there has ever been damage to any portion of the (residence) structure because of the following:

Fire Yes No Unk NA
 Hail Yes No Unk NA
 Hurricane Yes No Unk NA

Windstorm Yes No Unk NA
 Tornados Yes No Unk NA
 Other Disaster Yes No Unk NA

If Yes, please explain here (attach additional pages if necessary).

9. Are you aware of the presence of, or damage (repaired or unrepairs) caused by, termites or wood-destroying insects? Yes No Unk NA

If Yes, please explain here (attach additional pages if necessary).

10. Are you aware of the presence of animals or animal infestations on the property and/or in the residence? Yes No Unk NA

If Yes, please explain here (attach additional pages if necessary).

11. Other than routine maintenance and upkeep during your ownership, are you aware of any problems, malfunctions, or defects with any of the following?

| | | | | | | | | | |
|--------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|---------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|
| Interior Walls | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Exterior Walls | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Fireplace | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Chimney | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Windows | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Skylights | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Doors/Door Trim | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Rain Gutters | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Ceiling | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Driveway | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Flooring | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Irrigation Sys | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Sinks/Wet Bar | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | French Drain | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Shower | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Patio | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Sauna | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Outdoor Fireplace | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Jetted Bathtubs | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Outdoor Kitchen | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Lighting | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Soffit(s)/Fascia(s) | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Ceiling Fans | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Stucco/Dryvit | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Electrical Outlets | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Garage Door | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Locks | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |

If Yes, please explain here (attach additional pages if necessary).

V. LAND AND SITE DATA

1. Is there an engineer's survey of the Property available?

| | | | |
|------------------------------|-----------------------------|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
|------------------------------|-----------------------------|------------------------------|-----------------------------|

If Yes, please attach a copy of the survey and indicate by whom the survey was completed and the date of the survey (attach additional pages if necessary).

2. Are you aware of the existence of any of the following? Add additional distinct issues below, use a separate page if needed:

Property tax: Yes No Unk If Yes: \$ _____ /year. Homestead exemption: Yes No

| | | | | | | | | | |
|-------------------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|-------------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|
| Encroachments | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Boundary Dispute | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Easements | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Soil Erosion | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Soil Problems | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Standing Water | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Land Fill | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Drainage Problems | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Foreclosure | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Zoning Noncompliance | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Pending Litigation | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Judgments/Liens | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Restrictive Covenants | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Special Assessments | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Mechanics Lien(s) | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Eminent Domain | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Materials Lien(s) | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | HOA/COA Dues | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Rights of Way | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Historic Registry | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| CRP | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Pearl River Valley land | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| 16 th Section land | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | PID: \$ _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Leasehold | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | (Other) _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |

If Yes, please explain here (attach additional pages if necessary).

3. Are you aware if any portion of the Property (including a part of the site) is currently located in a FEMA Designated Flood Hazard Zone?
a) If Yes, what is the flood zone classification of the Flood Hazard Zone?

Yes No Unk NA

4. Has the residence ever been flooded by rising water from the outside?

Yes No Unk NA

5. Is flood insurance currently required?

a) If Yes, please indicate the premium currently being paid and the date that the premium was last adjusted. Date Paid _____

Yes No Unk NA

Date Last Adjusted _____

6. Are you aware if any portion of the Property (Site) is currently designated as being located within a WETLANDS area and is subject to specific restrictive uses?

Yes No Unk NA

7. Are you aware of any occurrence of water penetration or damage (at any time, for any reason) to:

Walls Yes No Unk NA
Doors Yes No Unk NA
Attic Yes No Unk NA

Windows Yes No Unk NA
Crawl Space Yes No Unk NA
Basement Yes No Unk NA

If Yes, please explain here (attach additional pages if necessary).

8. Are you aware of water penetration or damage FOR ANY REASON, because of:

Flooding Yes No Unk NA
Pipe Fittings Yes No Unk NA
Sewer Overflow Yes No Unk NA
Sewer Backup Yes No Unk NA
Plumbing Fixtures Yes No Unk NA
Leaking Appliances Yes No Unk NA

Lot Drainage Yes No Unk NA
Condensation Yes No Unk NA
Moisture Seep Yes No Unk NA
Leaking Pipes Yes No Unk NA
Broken Pipes Yes No Unk NA
Other Causes Yes No Unk NA

If Yes, please explain here (attach additional pages if necessary).

VI. BUILT-IN APPLIANCES, SYSTEMS AND MECHANICAL EQUIPMENT REMAINING WITH RESIDENCE

Instructions to Seller(s):

- If an item listed below does not exist or will be uninstalled and removed from the residence before closing, CROSS THROUGH the name of the item using a line or "X," so that the list below will reflect the items remaining with the residence.
- If other distinct built-in appliances, systems, or mechanical equipment exist and will remain, add them in the blanks provided below or use a separate page.
- Indicate whether the item is powered by gas or electricity, and the age in years of the item (if age not known, indicate "Unknown").
- Where a "(#)" appears in the entries below, indicate, in the blank space provided immediately thereafter, how many of the item will remain with the property.

e) Indicate in the box provided after the list below if seller knows of a problem with one or more items appearing in the list.

| ITEM | GAS/ELECTRIC | AGE |
|--------------------------|--------------|-----|
| Built-In Cooktop | | |
| Built-In Oven(s) | | |
| Built-In Dishwasher | | |
| Built-In Microwave | | |
| Built-In Ice Maker | | |
| Built-in Trash Compactor | | |
| Built-in Range | | |
| Built-In Refrigerator | | |
| | | |
| | | |
| | | |

| ITEM | GAS/ELECTRIC | AGE |
|---------------------------|--------------|-----|
| Garbage Disposal | | |
| Garage Door Opener(s) (#) | | |
| Central Air (#) | | |
| Central Heat (#) | | |
| Water Heaters (#) | | |
| Tankless Heater (#) | | |
| Ductless HVAC | | |
| | | |
| | | |
| | | |

If seller knows of a problem with one or more items listed above, explain the problem here (attach additional pages if necessary). If no explanation(s) appear in this box or on an attached page, seller thereby indicates being unaware of any problems.

VII. CERTIFICATION

SELLER certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual (personal) knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature(s)

X *Joshua H. Smith*

Date *11/25/25*

X

Date

BUYER acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller and is not a substitute for any home, pest, hazardous waste, or other inspections or testing of the property or inspection(s) of the public records.

Buyer's Signature(s)

X

Date

X

Date

SELLER'S CLOSING CERTIFICATION: Seller certifies at closing that the information in this PCDS, including any amendments, remains true and complete to the seller's actual (personal) knowledge as of the date of the transaction's closing.

Seller's Signature(s) at closing

X

Date of closing

X

Date of closing

Instructions: Supplemental Materials

For your convenience, the following model forms are provided for possible use with the PCDS:

1. An “additional page,” as referenced in the PCDS to be used for additional explanations, if necessary.

2. An “Amendment” to the PCDS if circumstances require seller to amend the original PCDS.

PCDS
Additional Explanation Page

Instructions to Seller(s):

The PCDS often presents boxes in which to provide explanatory details on various topics, including an instruction to "attach additional pages if necessary."

This page may be used as such an additional page. Seller should indicate in the main body of the PCDS that an additional page has been attached when such is needed.

To avoid confusion on what is being explained, identify the item for which additional explanation is being provided by providing Roman Numeral for the subject Section, and the Number for item in that Section being explained (for example, "IV. 8." would reference Section IV., "Structural Items and Soils," Item 8: (regarding damage from fire, hail, etc.)).

Write your explanation in the box below. More than one item may be discussed if space allows, or, use more pages.

MISSISSIPPI REAL ESTATE COMMISSION

**Amendment to the
Property Condition Disclosure Statement (PCDS)**

Instructions to Seller(s):

You may use this model form to Amend an existing PCDS by completing this Amendment form and attaching it to the front of the existing PCDS. Using the same process, multiple consecutive amendments may be made over time.

Note to Buyer(s) and Seller(s):

Note that Amendment of a PCDS has the effect of providing the PCDS for the first time, in that relevant timelines and legal options available to the buyer begin anew upon the seller's providing an Amendment to an existing PCDS.

* * *

Seller(s) [name(s)] Joshua Smith _____, hereby amend the attached
PCDS previously signed and dated by the seller(s) on [date] _____, by revising said PCDS as follows:

SELLER'S CERTIFICATION

Seller certifies that the information in this Property Condition Disclosure Statement (as amended) is true and complete to the seller's actual (personal) knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver an amended Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide an amended Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature(s)

| | |
|---|--|
| X | |
| X | |

Date

Date

| |
|--|
| |
| |

BUYER'S ACKNOWLEDGMENT

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller and is not a substitute for any home, pest, hazardous waste, or other inspections or testing of the property or inspection(s) of the public records.

Buyer's Signature(s)

| | |
|---|--|
| X | |
| X | |

Date

Date

| |
|--|
| |
| |

| | | | | |
|---|---|--|--|---|
| <input type="checkbox"/> Client (The Licensee is my Agent. I am the Seller or Landerdor.) | <input type="checkbox"/> Client (The Licensee is my Agent. I am the Potential Buyer or Tenant.) | <input type="checkbox"/> Client (The Licensee is my Agent. I am the Brokerage Firm may become Disclosure Dual Agents.) | <input type="checkbox"/> Client (All Licensees of the Brokerage Firm may become Disclosure Dual Agents.) | By signing below, I acknowledge that I received this information document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me. |
| <i>John S. Smith</i> 11/25/15 | <i>John S. Smith</i> 11/25/15 | <i>John S. Smith</i> 11/25/15 | <i>John S. Smith</i> 11/25/15 | <i>John S. Smith</i> 11/25/15 |
| (Client signature) (Date) | (Client signature) (Date) | (Client signature) (Date) | (Client signature) (Date) | (Client signature) (Date) |
| United Country Compass Realty Group (Customer Signature) (Date) | | | | |

THIS IS NOT A CONTRACT; THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

"Customer" shall mean a person not represented in a real estate transaction. It may be the Buyer, Seller, Landlord or Tenant. A Buyer may decide to work with a firm that is acting as the agent for a Seller (a Seller's Agent or Subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the Buyer properties as a Seller's Agent or as a Subagent working on the Seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer. Regarding the price and terms of an offer, the Seller's agent will ask you (the Customer) to decide how much to offer for the property and upon what conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision. The Seller's Agent will present to the Seller any offer that you ask them to present. You should not disclose any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying) because the Seller's Agent would be required to tell all such information to the Seller. As a customer dealing with a Seller's Agent, you might desire to obtain the representation of an attorney, another real estate licensee, or both.

IMPORTANT NOTICE: UNREPRESENTED "CUSTOMER"

a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.

b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.

c) The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party.

d) That a Seller or Buyer will agree to financing terms other than those than those offered, unless otherwise instructed in writing by the respective party.

A real estate licensee or firm may represent more than one party in the same transaction. A Disclosure Dual Agent is a licensee who, with the informed consent of the Seller and Buyer, is engaged as an agent for both the Seller and Buyer. As a Disclosure Dual Agent, the licensee shall not represent the interests of one party to the exclusion of the other party. A Disclosure Dual Agent has all the fiduciary duties to the Seller and Buyer that a Seller's agent has except the duties of full disclosure and undivided loyalty.

DISCLOSED DUAL AGENT

A Buyer may contract with an agent or firm to represent him/her. A licensee who is engaged in a Buyer Agency Agreement as the agent of the Buyer only is known as the Buyer's Agent in purchasing a property. A Buyer's Agent has the following duties and obligations:

- >To the Buyer: The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence.
- To the Seller and Buyer: A duty of honesty and fair dealing.

BUYER'S AGENT

A property Seller can execute a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the Seller in securing a Buyer. A licensee who is engaged by and acts as the agent of the Seller only, is a Seller's Agent. A Seller's agent has the following duties and obligations:

- **To the Seller:** The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence.
- **To the Buyer and Seller:** A duty of honesty and fair dealing.

SELLER'S AGENT

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships. Several types of relationships are possible, and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction. The purpose of this Agency Disclosure form is to document an acknowledgement of the various agency relationships. For the purposes of this disclosure, the term "Seller and/or Buyer" will also include those acts specified in Section 73-35-3(1), of the Miss. Code, "...list, sell, purchase, exchange, rent, lease, manage, or inform" of various relationships which are available in a real estate transaction. For the purposes of this disclosure, the term "Consumer" has been auctioned any real estate, or the provision of building options."

GENERAL

THIS IS NOT A LEGALLY BINDING CONTRACT

WORKING WITH A REAL ESTATE BROKER

MREC Aggregate Disclosure Form A

Jackson, MS 39236
P.O. Box 12685
MS Real Estate Commission
Approved 05/14/2024 by

