

*corcoran*



Mr. Eyal Kalfa  
825 Riverside Drive  
New York, New York 10032

Re: 825 Riverside Drive (hereinafter the "Property")

Dear Client(s):

You have decided to grant Daniel Cohen of The Corcoran Group (hereinafter "Corcoran") and Ivette Dumeng of Compass the co-exclusive right to market the Property. This letter agreement explains the various terms of this co-exclusive arrangement.

1. You have employed Corcoran and Compass as real estate brokers with the co-exclusive right to sell the Property. You represent that you are the sole owner of the Property.
2. This agreement shall be effective as of December 10, 2025. It shall continue in full force and effect until June 10, 2026.
3. You authorize us to offer the Property for sale at a price of \$2,960,000 or such other price as you may direct. You further authorize us to represent that the real estate taxes associated with the Property are \$8,610 annually.
4. Compensation. **Real Estate Broker commissions are not set by law and are fully negotiable.** If, during the term of this agreement, the Property is sold (i.e., becomes subject to an executed purchase agreement), you shall pay compensation as follows, and such compensation shall be due at the closing of the sale of the Property, whether such closing occurs during the term of this agreement or after:
  - a. Selling Broker Compensation: When the Buyer chooses to be unrepresented by a brokerage firm, Corcoran and Compass's compensation shall be 4% of the Property's final sales price. When the Buyer chooses to be represented by a broker, which may include Corcoran if the buyer is represented by an agent of Corcoran, Corcoran and Compass's compensation in connection with the listing side shall be 2.5% of the Property's final sales price. Such compensation will be shared 70/30 (70 to Corcoran and 30 to Compass) between the co-exclusive firms.
  - b. Compensation shall be due and payable whether the Property is sold to (a) an independent third party; or (b) to a current lessee of the Property. The compensation provided for herein shall be due in the event of a conventional purchase of a fee simple interest in the Property, a transfer of equity of the entity that owns the Property, an auction of the Property, and any other transaction, however characterized, by which equity in the Property, or any controlling portion thereof, is transferred to a buyer for consideration.
5. Corcoran and Compass are authorized (1) to solicit the cooperation of other licensed real estate brokers who will act as agents for the prospective purchasers, and (2) to work with them on a cooperating basis for the sale of the above Property. You agree that we may delay the invitation of the cooperation of other brokers and any other marketing of the Property for up to five (5) business days after you countersign this agreement, so that we may prepare marketing materials appropriate for the Property.
6. During the term of this exclusive agreement, you agree to refer any inquiries, proposals, and offers you receive concerning the Property (collectively, "Inquiries") to us, whether the Inquiries come from principals, other brokers, or any other third party. You further agree to conduct all

negotiations regarding the sale or other disposition of the Property solely and exclusively through Corcoran and Compass.

7. During the term of this agreement, unless otherwise agreed upon by Corcoran, Compass, and you in writing, the Property shall only be offered for sale. It shall not be available for lease.
8. Within seven (7) business days after the expiration of the listing term, we shall deliver to you a list of no more than six (6) names of persons who visited the Property during the listing term. If within ninety (90) days after the expiration of the listing term a sales contract or lease for the Property is executed with one of the six (6) persons on the list, or any person or entity related to anyone on such list, we shall be entitled to the compensation, **if any**, set forth in paragraph 4 of this agreement. You represent and warrant that if a new exclusive listing agreement is executed with another exclusive broker (the "New Exclusive Broker"), you will notify the New Exclusive Broker (a) of this provision and (b) that Corcoran or Compass may negotiate directly with you with respect to the persons on the list during the ninety (90) day protected period.
9. In the event that you receive any settlement monies in connection with a buyer's default on a fully executed contract with all contingencies fulfilled, we will be entitled, payable upon such default, to 10% of said monies in addition to any amounts otherwise due under this agreement and such amount shall be shared 50/50 between the co-exclusive firms.
10. This agreement shall be governed by and subject to the laws and jurisdiction of New York.
11. This agreement shall bind and benefit the personal representatives, successors, and assigns of the parties.
12. Facsimile signatures shall be construed and considered original signatures for purposes of enforcement of the terms of this agreement. Same may be executed in counterparts and taken together shall constitute the whole of this agreement.
13. This agreement may not be changed, rescinded, or modified, except by a writing signed by both of us.
14. **At the time of closing, you may be required to deposit the broker's commission with the county clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker's commission with the county clerk may be waived by the broker.**
15. In the event that either party hereto undertakes any legal action to enforce its rights under this agreement, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party all of its reasonable and documented legal fees (including but not limited to attorneys' fees), costs, and disbursements incurred in connection with such legal action.
16. In the event that the Property is sold pursuant to this agreement and a dispute concerning "procuring cause" of such sale arises, you agree to submit such dispute for arbitration before the Real Estate Board of New York ("REBNY"). You further agree to provide timely notice of such a dispute to Corcoran and comply with any reasonable requests from REBNY in connection with the arbitration of such dispute. This paragraph 16 shall survive termination of this agreement.
17. Existing Subsidiaries and Affiliates Limitation. Any provision of this Agreement that expressly obligates the Subsidiaries or affiliates of NRT New York LLC d/b/a The Corcoran Group shall apply only to those entities that are subsidiaries or affiliates of NRT New York LLC d/b/a The Corcoran Group as of the Effective Date. Such provisions shall not apply to any entity that becomes a subsidiary or affiliate of NRT New York LLC d/b/a The Corcoran Group after the Effective Date.

\* \* \* \* DEFINITIONS \* \* \* \*

The following definitions are included in accordance with Section 175.24 of Title 19 of New York Codes, Rules, and Regulations.

\* \* \* \* EXPLANATION \* \* \* \*

An "exclusive right to sell" listing means that if you the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

\_\_\_\_\_ (owner's initials)

\* \* \* \* SPECIAL LEAD PAINT NOTIFICATION \* \* \* \*

If your property was built before 1978, you have an obligation to disclose to the Purchaser and the Purchaser's agent all information known to you regarding the presence of lead-based paint and lead-based paint hazards within this target housing. All information known to the Seller's agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing will be disclosed to the Purchaser. Federal laws require that the Purchaser be given a 10 calendar day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of lead-based paint before becoming obligated under the Contract of Sale to purchase the target housing.

\* \* \* \* FAIR HOUSING NOTIFICATION \* \* \* \*

Corcoran and Compass are committed to upholding the city, state and federal Fair Housing requirements prohibiting discrimination.

Please sign this letter where indicated below and return a copy to me at your earliest convenience. If you have any questions, don't hesitate to contact me.

Again, I appreciate your confidence in me and look forward to working with you.

**Owner(s):**

Signed by:   
 By (Sign): \_\_\_\_\_  
 Name (Print): Eyal Kalfa  
 Date: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Email: \_\_\_\_\_

By (Sign): \_\_\_\_\_  
 Name (Print): \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Agreed to:**

DocuSigned by:   
 By (Sign): \_\_\_\_\_  
 Name: Benjamin F. Elesh  
 Title: Senior Managing Director  
 Company: The Corcoran Group  
 Address: 1413 Fulton Street  
Brooklyn, NY 11216  
 Date: \_\_\_\_\_

**Also acknowledged by:**

  
 By (Sign): \_\_\_\_\_  
 Name (Print): Daniel Cohen  
 Title: Licensed Real Estate Salesperson  
 Company: The Corcoran Group  
 Date: \_\_\_\_\_

  
 By (Sign): \_\_\_\_\_  
 Name: Adam Taylor  
 Title: Sales Manager  
 Company: Compass  
 Address: 110 5th Ave, 3rd Fl  
New York, NY 10011  
 Date: 1/5/2026

  
 By (Sign): \_\_\_\_\_  
 Name (Print): Ivette Dumeng  
 Title: Licensed Real Estate Salesperson  
 Company: Compass  
 Date: \_\_\_\_\_

- Enclosures:
- Confirmation of Offer of Compensation to Buyer's Broker
  - New York State Disclosure Form for Buyer and Seller
  - New York State Housing and Anti-Discrimination Disclosure Form
  - Affiliated Business Arrangement Disclosure Statement
  - New York State Property Condition Disclosure Statement
  - Wire Fraud Warning



**Confirmation of Offer of Compensation to Buyer's Broker**

Seller Name: Eyal Kalfa ("Sellers")

Property Address: 825 Riverside Drive (the "Property")

Date: December 12th 2025

**Brokerage compensation is not set by law and is fully negotiable.**

This will confirm that The Corcoran Group ("Listing Broker") is authorized to display, promote, and convey, on behalf of Seller, the following offer of compensation to buyer's brokers ("Buyer Broker Compensation"):

2.5 % of the total purchase price or \$ 2,960,000

**Notice to Buyer's Broker**

- (a) The Buyer Broker Compensation is offered by Seller and not Listing Broker.
- (b) Buyer's Broker and Buyer are solely responsible for including Seller's obligation for the Buyer Broker Compensation in any offer to purchase the Property, and failure to do so will result in Seller's offer of Buyer Broker Compensation becoming automatically void.
- (c) Seller's obligation to pay the Buyer Broker Compensation shall not be binding or enforceable unless and until Buyer and Seller have entered into a binding purchase and sale agreement on terms acceptable to Seller, which agreement includes Seller's obligation for the Buyer Broker Compensation.
- (d) The Buyer Broker Compensation is only due and payable by Seller if and when the transaction closes.
- (e) Prior to closing, Seller may request a copy of Buyer's Broker's agreement with the Buyer ("Buyer Agreement") to confirm that Buyer's Broker is eligible to receive the full amount of the Buyer Broker Compensation. The Buyer Broker Compensation shall not exceed the amount set forth in the Buyer Agreement.
- (f) Nothing herein shall in any way obligate Seller to consider or accept any offer to purchase the Property.

Signed by:

E292A32F0125491...

\_\_\_\_\_  
Seller (Signature) Date

\_\_\_\_\_  
Seller (Signature) Date



## Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
<https://dos.ny.gov>

### New York State Disclosure Form for Buyer and Seller

#### THIS IS NOT A CONTRACT

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

#### Disclosure Regarding Real Estate Agency Relationships

##### Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

##### Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

##### Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

##### Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

##### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

## New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This Form was provided by Daniel Cohen of The Corcoran Group  
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

A licensed real estate broker acting in the interest of the:

- Seller as a (Check relationship below)
  - Seller's agent
  - Broker's Agent
- Buyer as a (check relationship below)
  - Buyer's agent
  - Broker's agent
- Dual Agent
- Dual Agent with designated sales agent

For advanced informed consent to either dual agency or dual agency with designated sales agents complete section below.

- Advanced informed Consent Dual Agency
- Advanced informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated Sales agents is indicated above: \_\_\_\_\_ Is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

( I ) ( We ) Eyal Kalfa Acknowledge receipt of a copy of this disclosure form.

Signature of  Buyer(s) and/or  Sellers(s):

Signed by:   
E202A32F6125401...

\_\_\_\_\_  
\_\_\_\_\_

Date:

Date:



## Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

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### New York State Housing and Anti-Discrimination Disclosure Form

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Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

#### **Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:**

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

#### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

**If you believe you have been the victim of housing discrimination** you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website [https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



# Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

## New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Daniel Cohen (print name of Real Estate Salesperson/  
Broker) of The Corcoran Group (print name of Real Estate company, firm or brokerage)

(I)(We) Eyal Kalfa

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature  Date: \_\_\_\_\_  
Signed By: E29ZA32F6125491...

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**

**To: Eyal Kalfa**

**From: The Corcoran Group**

**Property:** If this form is being provided to you as a seller then this form refers to the property being sold. If this form is being provided to you as a buyer or prospective buyer then this form refers to any property that you may consider purchasing with the assistance of The Corcoran Group.

**Date: 12/10/25**

This is to give you notice that **The Corcoran Group** ("Broker"), a subsidiary of Anywhere Real Estate Inc., is part of the Anywhere Advisors family of real estate brokerage companies and has a business relationship with the companies listed below in this Statement. Anywhere Real Estate Inc. owns 100% of Anywhere Advisors LLC, which owns 100% of Broker. Anywhere Real Estate Inc. also owns 100% of each company listed below, except for (i) Guaranteed Rate Affinity, in which Anywhere Integrated Venture Partner LLC has a 49.9% ownership interest, (ii) Ojo Labs, Inc. in which Anywhere Real Estate Services Group LLC, a subsidiary of Anywhere Real Estate Inc., has a 10.2% ownership interest, (iii) Notarize Inc., in which Anywhere Real Estate Services Group LLC has a 1.65% interest and (iv) Concierge Auctions, in which Anywhere Real Estate Services Group LLC (a subsidiary of Anywhere Real Estate Inc.) has a 50% interest in RESO-CA JV LLC which owns 80% of Concierge Auctions. Anywhere Real Estate Inc. also owns the franchisors of the BETTER HOMES & GARDENS® REAL ESTATE, COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21®, CORCORAN®, ERA®, AND SOTHEBY'S INTERNATIONAL REALTY® franchise systems.

Because of these relationships, Broker's referral of business to any of the companies listed below may provide Broker, Anywhere Real Estate Inc., Anywhere Advisors LLC, the franchisors owned by Anywhere Real Estate Inc., and/or their employees, affiliates, or any other related parties noted herein a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	SETTLEMENT SERVICES	ESTIMATE OF CHARGES OR RANGE OF CHARGES
<p><b><u>Guaranteed Rate Affinity LLC</u></b> Provides a full range of residential first mortgage loan products and services.  Operating in the state of New York as GR Affinity, LLC in lieu of the legal name Guaranteed Rate Affinity, LLC.</p>	<p>Loan origination fee*</p> <p>Loan discount fee/points*</p> <p>Application fee*</p> <p>*Loan origination fee names and amounts may vary based on state law and regulations.</p>	<p>\$1,490-\$1,640.00</p> <p>0% - 5% of loan amount</p> <p>\$0-\$150.00</p> <p>*Loan origination fee names and amounts may vary based on state law and regulations.</p>
<p><b><u>Anywhere Insurance Agency Inc.</u></b> Provides insurance agency services for homeowner's insurance.</p>	<p>Homeowner's insurance premium</p>	<p>\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling</p>
<p><b><u>Pro National Title Agency</u></b> Provides handling of all details in transferring the property in accordance with the real estate contract.</p>	<p>Purchase of title policies</p>	<p><b>Zone 1</b></p> <p>Owner's Policy    Lender's Policy: Discounted when purchased simultaneously with Owner's Policy</p>

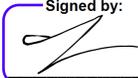
		<p>First \$35,000 or less            \$338.00            \$284.00  MINIMUM PREMIUM  (EXCEPT  SIMULTANEOUSLY ISSUED  POLICIES)    (Per \$1,000.00) (Per \$1,000.00)  100,001-500,000            \$3.78            \$3.14  500,001-1,000,000 \$3.38            \$2.81</p>
		<p style="text-align: center;"><b>Zone 2</b></p> <p style="text-align: right;">Owner's Policy:    Lender's Policy:  Discounted  when  purchased  simultaneously  with Owner's  Policy</p> <p>First \$35,000 or less            \$382.00            \$327.00  MINIMUM PREMIUM  (EXCEPT  SIMULTANEOUSLY ISSUED  POLICIES)    (Per \$1,000.00) (Per \$1,000.00)  100,001-500,000            \$4.14            \$3.46  500,001-1,000,000 \$3.78            \$3.14</p>
<p><b><u>Anywhere Leads Services, Inc.</u></b>  Provides broker network management and operates real estate referral programs.</p> <p><b><u>Cartus Corporation</u></b> Provides relocation, assignment and cooperative real estate brokerage services to its corporate and government clients and its network of real estate brokerage companies.</p>	<p>Cooperative real estate brokerage commission</p> <p>Cooperative real estate brokerage commission</p>	<p>The *Anywhere Leads Management Services (ALMS) referral commission varies, but is generally paid to ALMS (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5%-42.5%) of the real estate commission.</p> <p>The Cartus referral commission varies, but is generally paid to Cartus (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5% -42.5%) of the real estate broker's commission on a transaction side, plus \$100, and may be shared by Cartus with other brokers.</p>
<p><b><u>Other Anywhere Advisors LLC Real Estate Brokerage Companies and Other Franchisees</u></b>  In certain markets other Anywhere Advisors LLC subsidiaries provide real estate brokerage services under Corcoran tradenames. Also note that in other markets, franchisees of Anywhere Real Estate Inc. subsidiaries provide real estate brokerage services as</p>	<p>Real estate brokerage commission</p> <p>Cooperative real estate brokerage commission</p>	<p>3 – 10% of sales price of the property depending on multiple factors including type of property, transaction side, services, region and transaction structure. However, commissions vary per agreement with each customer and may be negotiated, in whole or in part, as fixed amounts, such as a fixed amount in lieu of all or part of a percentage, or an amount such as \$100 - \$1000 in addition to a percentage. In addition, referral commissions vary, but are generally paid by a real estate broker as a percentage (approximately 25% - 50%) of the real estate broker's commission on a transaction side.</p>

franchisees of Better Homes & Gardens, Coldwell Banker, Coldwell Banker Commercial, Century 21, Corcoran, ERA and Sotheby's International Realty.		
<b>Ojo Labs, Inc.</b> Provides artificial intelligence technology to validate and incubate real estate leads, i.e. digital real estate assistant, and cooperative real estate brokerage services.	Cooperative real estate brokerage commission	The Ojo Labs (Ojo) referral commission will be paid to Ojo (a licensed real estate broker) by a real estate broker as a percentage (in this case, 17.5%) of the real estate broker's commission on a transaction side.
<b>Concierge Auction</b> Provides global luxury real estate auction marketplace.	Buyer's Premium  Starting Bid Incentive	12% of either (a) the high bid for property at auction or (b) the purchase price of property sold outside of auction, in either case, not less than \$150,000.  If applicable, can reduce the Buyer's Premium by 50%.
<b>Notarize Inc</b> Provides remote online notarization services	Remote Notary Network Fee	\$25-\$100

In addition to the affiliated business relationships described above, Broker has a business arrangement with American Home Shield Corporation (“AHS”). While Broker, Anywhere Real Estate Inc., and Anywhere Advisors LLC, including their subsidiaries and affiliates, do not have any ownership interests in AHS, they may receive fees from AHS in return for their performance of services.

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Broker is referring me/us to purchase the above-described settlement service(s) and that Broker, Anywhere Real Estate Inc. , Anywhere Advisors LLC, their employees and/or subsidiaries and affiliates may receive a financial or other benefit as the result of this referral.

Signed by: 

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**Buyer's or Seller's Signature** **Date**

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**Buyer's or Seller's Signature** **Date**



# Department of State Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
<https://dos.ny.gov>

## Property Condition Disclosure Statement

Name of Seller or Sellers: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
\_\_\_\_\_

**General Instructions:**

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy of thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

**Purpose of Statement:**

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

**Instruction to the Seller:**

- a. Answer all questions based upon your actual knowledge.
- b. Attach additional pages with your signature if additional space is required.
- c. Complete this form yourself.
- d. If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unkn" (Unknown).

**Seller's Statement:**

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorized his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

**GENERAL INFORMATION**

1. How long have you owned the property?..... \_\_\_\_\_
2. How long have you occupied the property? ..... \_\_\_\_\_
3. What is the age of structure or structures?..... \_\_\_\_\_  
Note to buyer – If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint
4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops?.....  Yes  No  Unkn  NA
5. Does anybody else claim to own any part of your property? If yes, explain below.....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? If yes, explain below.....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_

# Property Condition Disclosure Statement

7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? If yes, Describe below .....  Yes  No  Unkn  NA
- 
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? *If yes, describe below* .....  Yes  No  Unkn  NA
- 
9. Are there certificates of occupancy related to the property? *If no, explain below* .....  Yes  No  Unkn  NA
- 

## ENVIRONMENTAL

### Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products or other material that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners, pool chemicals and products containing mercury and lead and indoor mold.

### Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a Federal Emergency Management Agency (FEMA) designated floodplain? *If yes, explain below*.....  Yes  No  Unkn  NA
- 
11. Is any or all of the property located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to the Federal Emergency Management Agency's (FEMA's) current flood insurance rate maps for your area? *If yes, explain below*.....  Yes  No  Unkn  NA
- 
12. Is any or all of the property located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current flood insurance rate maps for your area? *If yes, explain below*.....  Yes  No  Unkn  NA
- 
13. Is the property subject to any requirement under federal law to obtain and maintain flood insurance on the property? *If yes, explain below*.....,  Yes  No  Unkn  NA
- Homes in the Special Flood Hazard Area, also known as High Risk Flood Zones, on FEMA's flood insurance rate maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance. Even when not required, FEMA encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s). Also note that homes in coastal areas may be subject to increased risk of flooding over time due to projected sea level rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate maps.
-

# Property Condition Disclosure Statement

14. Have you ever received assistance, or are you aware of any previous owners receiving assistance, from the Federal Emergency Management Agency (FEMA), the U.S. Small Business Administration (SBA), or any other federal disaster flood assistance for flood damage to the property? *If yes, explain below*.....  Yes  No  Unkn  NA

• For properties that have received federal disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain and maintain flood insurance can result in an individual being ineligible for future assistance.

\_\_\_\_\_

15. Is there flood insurance on the property? *If yes, attach a copy of the policy*.....  Yes  No  Unkn  NA

• A standard homeowner’s insurance policy typically does not cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

16. Is there a FEMA elevation certificate available for the property? *If yes, attach a copy of the certificate*.....  Yes  No  Unkn  NA

• An elevation certificate is a FEMA form, completed by a licensed surveyor or engineer. The form provides critical information about the flood risk of the property and is used by flood insurance providers under the National Flood Insurance Program (NFIP) to help determine the appropriate flood insurance rating for the property. A buyer may be able to use the elevation certificate from a previous owner for their flood insurance policy.

17. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)? *If yes, explain below*.....  Yes  No  Unkn  NA

\_\_\_\_\_

18. Is any or all of the property located in a designated wetland? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

19. Is the property located in an agricultural district? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

20. Was the property ever the site of a landfill? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

21. Are there or have there ever been fuel storage tanks above or below the ground on the property?  Yes  No  Unkn  NA

• If yes, are they currently in use?  Yes  No  Unkn  NA

• Location(s) \_\_\_\_\_

• Are they leaking or have they ever leaked? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

22. Is there asbestos in the structure? *If yes, state location or locations below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

23. Is lead plumbing present? *If yes, state location or locations below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

24. Has a radon test been done? *If yes, attach a copy of the report*.....  Yes  No  Unkn  NA

\_\_\_\_\_

**Property Condition Disclosure Statement**

25. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If yes, describe below* .....  Yes  No  Unkn  NA

26. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If yes, attach report(s)* .....  Yes  No  Unkn  NA

27. Has the property been tested for indoor mold? *If yes, attach a copy of the report*.....  Yes  No  Unkn  NA

**STRUCTURAL**

28. Is there any rot or water damage to the structure or structures? *If yes, explain below*.....  Yes  No  Unkn  NA

29. Is there any fire or smoke damage to the structure or structures? *If yes, explain below*.....  Yes  No  Unkn  NA

30. Is there any termite, insect, rodent or pest infestation or damage? *If yes, explain below*.....  Yes  No  Unkn  NA

31. Has the property been tested for termite, insect, rodent or pest infestation or damage? *If yes, please attach report(s)* .....  Yes  No  Unkn  NA

32. What is the type of roof/roof covering (slate, asphalt, other)?.....

• Any known material defects?.....

• How old is the roof?.....

• Is there a transferable warranty on the roof in effect now? *If yes, explain below*.....  Yes  No  Unkn  NA

33. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If yes, explain below* .....  Yes  No  Unkn  NA

**MECHANICAL SYSTEMS AND SERVICES**

34. What is the water source? (*Check all that apply*) .....  Well  Private  Municipal  Other \_\_\_\_\_

• If municipal, is it metered? .....  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

35. Has the water quality and/or flow rate been tested? *If yes, describe below*.....  Yes  No  Unkn  NA

\_\_\_\_\_

\_\_\_\_\_

36. What is the type of sewage system? (*Check all that apply*).....  Public Sewer  Private Sewer  
 Septic  Cesspool

• If septic or cesspool, age?..... \_\_\_\_\_

• Date last pumped?..... \_\_\_\_\_

• Frequency of pumping?..... \_\_\_\_\_

• Any known material defects? *If yes, explain below (More information on "septic system operation and maintenance" can be found on the NYS Department of Health in the information health pamphlet made available by The Department of Health pursuant to section 396-s of NYS General Business Law.)*  Yes  No  Unkn  NA

37. Who is your electric service provider?..... \_\_\_\_\_

• What is the amperage?..... \_\_\_\_\_

• Does it have circuit breakers or fuses?..... \_\_\_\_\_

• Private or public poles?..... \_\_\_\_\_

• Any known material defects? *If yes, explain below*.....  Yes  No  Unkn  NA

\_\_\_\_\_

\_\_\_\_\_

38. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If yes, state locations and explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

\_\_\_\_\_

39. Has the structure(s) experienced any water penetration or damage due to seepage or a natural flood event, such as from heavy rainfall, coastal storm surge, tidal inundation or river overflow? *If yes, explain below*.....  Yes  No  Unkn  NA

\_\_\_\_\_

\_\_\_\_\_

# Property Condition Disclosure Statement

Are there any known material defects in any of the following? *If yes, explain below. Use additional sheets if necessary.*

- 40. Plumbing system?.....  Yes  No  Unkn  NA
- 41. Security system?.....  Yes  No  Unkn  NA
- 42. Carbon monoxide detector?.....  Yes  No  Unkn  NA
- 43. Smoke detector?.....  Yes  No  Unkn  NA
- 44. Fire sprinkler system?.....  Yes  No  Unkn  NA
- 45. Sump pump?.....  Yes  No  Unkn  NA
- 46. Foundation/slab?.....  Yes  No  Unkn  NA
- 47. Interior walls/ceilings?.....  Yes  No  Unkn  NA
- 48. Exterior walls or siding?.....  Yes  No  Unkn  NA
- 49. Floors?.....  Yes  No  Unkn  NA
- 50. Chimney/fireplace or stove?.....  Yes  No  Unkn  NA
- 51. Patio/deck?.....  Yes  No  Unkn  NA
- 52. Driveway?.....  Yes  No  Unkn  NA
- 53. Air conditioner?.....  Yes  No  Unkn  NA
- 54. Heating system?.....  Yes  No  Unkn  NA
- 55. Hot water heater?.....  Yes  No  Unkn  NA

56. The property is located in the following school district \_\_\_\_\_

**Note:** Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and FEMA's current flood insurance rate maps and elevation certificates).

*The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.*

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# Property Condition Disclosure Statement

## SELLER'S CERTIFICATION:

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual 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*

Signed by:  
  
X \_\_\_\_\_  
E292A32F8125491...

Date: \_\_\_\_\_

Seller's Signature

X \_\_\_\_\_

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 or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer's Signature

X \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Signature

X \_\_\_\_\_

Date: \_\_\_\_\_



**WIRE FRAUD WARNING**

Criminals engaged in identity theft and wire fraud frequently target the email accounts of parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, real estate agents), since these communications can be a source of highly sensitive, personally identifiable information. Among other strategies, these criminals have been known to provide instructions on making payments via wire transfer, causing consumers unknowingly to divert funds to the criminals' bank account. These emails may masquerade as legitimate communication from the proper party, but they are a fraud designed to enable theft.

**Corcoran strongly recommends that you, your lawyers and other professionals working on your transaction, refrain from placing any sensitive personal and/or financial information in an email, directly or through an email attachment.** When you need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, **use more secure means** such as providing the information in person, over the phone, or through secure mail or package services. In addition, **before you wire funds to any party** (including your lawyer, title agent, mortgage broker, or real estate agent) **personally call them to confirm that the transaction is legitimate** (i.e., confirm the ABA routing number or SWIFT code and credit account number). Call them at a number that you have obtained on your own (e.g., from the sales contract, their website, etc.) to confirm that you are contacting the intended party; do **not** use the phone number provided in the email.

Signed by:  


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Client/Customer Signature

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Client/Customer Signature