

**APPENDIX B. RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT
FORM**

Seller instructions: Oklahoma law, known as the "Residential Property Condition Disclosure Act" (60 O.S. Section 831 et. seq.), which became effective on July 1, 1995, mandates that a seller of one or two residential units provide, **or ensure the provision of, a disclaimer statement to the buyer as soon as possible, but no later than before the buyer accepts an offer to purchase, if you, the seller, are involved: 1) have never lived in the property and make no statements regarding its condition; and 2) have no direct knowledge of any defects related to the property.**

However, if you have lived in the property or are aware of any defects related to it, you are required to complete and provide, or ensure the provision of, a "Residential Property Condition Disclosure Statement" to the buyer.

Additionally, if you learn of a defect after delivering the disclaimer statement to the buyer, but before accepting an offer to purchase, you must complete and provide, or ensure the provision of, a "Residential Property Condition Disclosure Statement" to the buyer.

The completion of this form by you must occur no more than 180 days before the date it is received by the buye.

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

A defect refers to a condition, malfunction, or issue that would significantly reduce the property's value or negatively affect the health or safety of future occupants.

(For more detailed information on the specific requirements and guidelines of the law, including important instructions and clarifications, please refer to the Residential Property Condition Disclosure Information Pamphlet, which provides comprehensive guidance on the matter.)

Seller's Disclaimer Statement

The undersigned seller states that seller has never occupied the property located at _____, Oklahoma; makes no disclosures concerning the condition of the property; AND has no actual knowledge of any defect.

Seller's Signature

Date

Seller's Signature

Date

Purchaser's Acknowledgment

The buyer must sign and date this acknowledgment. The buyer is strongly encouraged to thoroughly inspect the property and, if preferred, to have the property evaluated by a professional expert. The buyer acknowledges that they have read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase you make on the property identified above.

Purchaser's Signature

Date

Purchaser's Signature

Date

Note to seller and purchaser: A real estate licensee is not obligated to perform an independent inspection of the property for the seller or buyer and has no responsibility to independently verify the accuracy or completeness of any information provided by the seller in this disclaimer statement.

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