DISCLOSURE FOR COMMERCIAL OR INDUSTRIAL REAL PROPERTY

When requested by a potential tenant of (1) commercial real property of 1,500 square feet or less, or (2) industrial real property of 5,000 square feet or less, the property owner must provide the tenant with specific details about whether the property complies with relevant state and local codes applicable to the type of building being leased. This completed form serves as that disclosure from the owner. The information provided in this disclosure reflects the owner's representation and not that of the real estate licensee or salesperson, if applicable. This disclosure does not constitute a warranty or substitute for any professional inspections or warranties that the tenant may choose to obtain.

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Instructions for the Property Owner

7 8 Complete this form personally, providing answers to each question based on your best knowledge. If an answer is an estimate, make 9 sure to clearly indicate it as such. If you do not know the answer to a question, explicitly state that the answer is unknown to you. The 10 owner grants permission to any agent(s) involved in this transaction to share a copy of this disclosure with any individual or entity 11 related to an actual or potential lease of the property in question. PROPERTY ADDRESS _____CITY____ 12 13 NAME(S) **OWNER'S** 14 PROPERTY AGE______DATE OWNER ACQUIRED PROPERTY_____ 15 DOES OWNER OCCUPY THE PROPERTY? 16 \square NO IF THE OWNER DOES NOT CURRENTLY OCCUPY THE PROPERTY, SPECIFY THE LENGTH OF TIME SINCE THE OWNER 17 18 LAST OCCUPIED IT: 19 DISCLOSURES 20 **1.FIRE CODES:** 21 Is the property compliant with all applicable state fire codes? \Box YES \square NO □ Unknown If not, please provide a detailed explanation of why the property does not comply with state fire codes: 22 23 24 25 Is the property compliant with all applicable local fire codes? \Box YES \square NO □ Unknown If not, please provide a detailed explanation of why the property does not comply with local fire codes: 26 27 28 29 2. **PLUMBING CODES:** 30 Is the property compliant with all applicable state plumbing codes? \Box YES \square NO □ Unknown If not, please provide a detailed explanation of why the property does not comply with state plumbing codes: 31 32 33 34 Is the property compliant with all applicable local plumbing codes? □ Unknown \Box YES \square NO If not, please provide a detailed explanation of why the property does not comply with local plumbing codes: 35 36 37 38 **ELECTRICAL CODES:** 3. 39 Is the property compliant with all applicable state electrical codes? \Box YES \square NO □ Unknown If not, please provide a detailed explanation of why the property does not comply with state electrical codes: 40 41 42 43 Is the property compliant with all applicable local electrical codes? \Box YES \square NO □ Unknown If not, please provide a detailed explanation of why the property does not comply with local electrical codes: 44

45 **B. REMEDIES**

46 If an owner knowingly provides false information in the disclosure required by law, the lessee may, at their discretion, pursue one of 47 the following remedies for such misrepresentation:

File an action to recover actual damages incurred due to known defects present on the property as of the lease execution
date. A ny legal action under this provision must be initiated within one (1) year from either the date the lessee received the
disclosure statement or the date they took occupancy of the property, whichever is earlier.

51 **OR**

52 2. Termination of the lease.

53 C. OWNER'S CERTIFICATION

54 I/We hereby certify that the information provided in this agreement regarding the real property located at

55 _____, is accurate to the best of my/our knowledge as of the date of signing. If any of these conditions change before the property is occupied, 56 such changes will be disclosed through an addendum to this agreement. I/We also acknowledge receiving a copy of this disclosure statement.

1.	3.
5. OWNER	6. 7. OWNER
8. By:	9. 10. By:
11. Title:	12 13. Title:
i. at <u>o'clock</u> \square am/ \square pm	i. at <u>o'clock \Box am/ \Box pm</u>
15. Date	16 17. Date

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58 It is recommended that parties seek professional advice and/or conduct a property inspection. They may also negotiate suitable 59 terms in the lease agreement concerning advice, inspections, defects, and/or compliance with applicable codes.

60 D. LESSEE'S ACKNOWLEDGEMENT

61 I/We acknowledge that this disclosure statement is not a replacement for a professional inspection and affirm that I/we have a responsibility to carefully observe and inquire about any material defects that are reasonably noticeable. I/We further acknowledge receiving a copy of this disclosure statement.

LESSEE	LESSEE
Ву:	Ву:
Title:	Title:
o'clock \square am/ \square pm	ato'clock \square am/ \square pn

ELECTRONIC SIGNATURES, AS PERMITTED UNDER STATE AND FEDERAL LAW, SHALL BE SUFFICIENT FOR ACKNOWLEDGING THE CONFIRMATION OUTLINED ABOVE.

NOTE: This form is made available by My State MLS exclusively for its members to use in real estate transactions and must be utilized in its original form. By downloading or using this form, you agree not to modify, alter, or edit its content, except for filling in the designated blank fields. Any changes or edits made outside of these fields are done at your own risk. The My State MLS logo may only be used with official, standardized forms created by My State MLS. This form is periodically updated, and it is the responsibility of the user to ensure they are using the latest version available.