

SELLER DISCLOSURE STATEMENT

This is a customizable starting template, not a finished legal document. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. Many states require a specific statutory disclosure form; confirm the correct form before use. CyberSygn is not a law firm and this template is not legal advice.

This Seller Disclosure Statement (this "**Statement**") is made as of [DATE] (the "**Disclosure Date**") by:

[SELLER LEGAL NAME(S)], the owner(s) of record (the "**Seller**") of the residential real property located at [PROPERTY ADDRESS] (the "**Property**"), and is delivered to:

[BUYER LEGAL NAME(S)] (the "**Buyer**"), as a prospective purchaser of the Property.

The Seller and Buyer are each a "**Party**" and together the "**Parties**."

Recitals. Many jurisdictions require a seller of residential real property to disclose known material defects and conditions of the Property to a prospective buyer. The Seller makes the disclosures in this Statement based on the Seller's actual knowledge as of the Disclosure Date. This Statement is the Seller's disclosure of the condition of the Property and is not a warranty of any kind or a substitute for any inspection the Buyer may obtain. In consideration of the contemplated transaction, the Seller makes the following disclosures.

1. Basis and Purpose of Disclosure

1.1 Seller's knowledge. The disclosures in this Statement are based on the Seller's actual, personal knowledge of the Property as of the Disclosure Date. The Seller is not required to conduct an inspection or investigation to complete this Statement.

1.2 Not a warranty. This Statement is not a warranty of any kind by the Seller or by any real estate licensee and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

1.3 Buyer's responsibility. The Buyer is encouraged to obtain its own professional inspections of the Property and to satisfy itself as to the condition of the Property. The Buyer should not rely solely on this Statement.

1.4 Statutory form. If the jurisdiction where the Property is located requires a specific statutory disclosure form, that form controls and must be used. This template is a general aid only.

2. Ownership and Occupancy

2.1 Occupancy. The Seller [currently occupies / does not occupy / has never occupied] the Property. The Seller has owned the Property since [DATE].

2.2 Knowledge basis. Because the Seller's disclosures are limited to the Seller's knowledge, the length and nature of the Seller's occupancy may affect how much the Seller knows about the Property.

2.3 Other interests. To the Seller's knowledge, the following persons or entities have an ownership, lien, lease, or option interest in the Property: [LIST OR "NONE KNOWN"].

3. Structural and Systems Condition

3.1 Structure. To the Seller's knowledge, are there any past or present problems with the foundation, slab, basement, walls, floors, roof structure, or other structural components? **[YES / NO]** — If yes, explain: **[EXPLANATION]**.

3.2 Roof. Approximate age of the roof: **[YEARS]**. To the Seller's knowledge, has the roof leaked during the Seller's ownership? **[YES / NO]** — explain: **[EXPLANATION]**.

3.3 Systems. To the Seller's knowledge, are there any past or present problems with the plumbing, electrical, heating, cooling, or water-heating systems? **[YES / NO]** — explain: **[EXPLANATION]**.

3.4 Appliances and fixtures. Which built-in appliances and fixtures are included and in what condition? **[LIST AND CONDITION]**.

4. Water, Moisture, and Environmental Conditions

4.1 Water and drainage. To the Seller's knowledge, has the Property experienced flooding, drainage, grading, or standing-water problems? **[YES / NO]** — explain: **[EXPLANATION]**.

4.2 Moisture and mold. To the Seller's knowledge, is there any past or present water intrusion, dampness, or mold? **[YES / NO]** — explain: **[EXPLANATION]**.

4.3 Environmental hazards. To the Seller's knowledge, are there any hazardous or regulated materials on the Property, such as asbestos, radon, underground storage tanks, or contaminated soil or water? **[YES / NO]** — explain: **[EXPLANATION]**.

4.4 Lead-based paint. If the Property includes a residential dwelling built before 1978, a separate federally required lead-based-paint disclosure and EPA pamphlet must be provided. Has the Seller provided that disclosure? **[YES / NO / NOT APPLICABLE]**.

5. Pests, Water Supply, and Sewer

5.1 Wood-destroying organisms. To the Seller's knowledge, is there any past or present damage from termites or other wood-destroying organisms, or any treatment history? **[YES / NO]** — explain: **[EXPLANATION]**.

5.2 Water supply. The Property's water supply is **[PUBLIC / WELL / OTHER]**. To the Seller's knowledge, are there any problems with quantity or quality? **[YES / NO]** — explain: **[EXPLANATION]**.

5.3 Sewer/septic. The Property's wastewater system is **[PUBLIC SEWER / SEPTIC / OTHER]**. To the Seller's knowledge, are there any problems or recent service? **[YES / NO]** — explain: **[EXPLANATION]**.

6. Legal, Title, and Neighborhood Matters

6.1 Boundary and easements. To the Seller's knowledge, are there any boundary disputes, encroachments, easements, or shared features (such as driveways, walls, or wells)? **[YES / NO]** — explain: **[EXPLANATION]**.

6.2 Association and assessments. Is the Property subject to a homeowners or condominium association, or to any special assessments, transfer fees, or restrictions? **[YES / NO]** — explain: **[EXPLANATION]**.

6.3 Legal proceedings. To the Seller's knowledge, are there any pending legal actions, code violations, unpermitted improvements, or insurance claims affecting the Property? **[YES / NO]** — explain: **[EXPLANATION]**.

6.4 Other material facts. Is the Seller aware of any other condition or fact that materially affects the value or desirability of the Property and that is not disclosed elsewhere in this Statement? **[YES / NO]** — explain: **[EXPLANATION]**.

7. Buyer Acknowledgment and General Terms

7.1 Seller certification. The Seller certifies that the information in this Statement is true and complete to the best of the Seller's actual knowledge as of the Disclosure Date. The Seller will promptly notify the Buyer in writing if the Seller becomes aware that any disclosure is or becomes inaccurate before closing.

7.2 Buyer acknowledgment. The Buyer acknowledges receiving and reading this Statement and understands that it is based on the Seller's knowledge only, is not a warranty, and does not replace the Buyer's own inspections and investigations.

7.3 As-is; survival. Except as expressly stated in the purchase agreement, the Property is sold in its present condition. The disclosures in this Statement do not limit any remedy the Buyer may have under applicable law for an intentional misrepresentation or for a known material defect that the Seller failed to disclose.

7.4 Governing law. This Statement is governed by, and the Seller's disclosure obligations are defined by, the laws of the State of **[STATE]** and the local rules of **[COUNTY, STATE]**, which may require a specific form and specific disclosures.

7.5 Severability; counterparts. If any provision is unenforceable, the rest remains in effect. This Statement may be signed in counterparts and by electronic signature, each of which is an original.

7.6 No legal advice. The Parties acknowledge that no real estate licensee or template provider has given legal advice in connection with this Statement and that each Party may consult its own attorney.

SELLER'S CERTIFICATION AND SIGNATURE

SELLER	SELLER (IF JOINTLY OWNED)
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [N/A]	Title: [N/A]
Date: _____	Date: _____

BUYER'S ACKNOWLEDGMENT OF RECEIPT

BUYER	BUYER (IF JOINT)
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [N/A]	Title: [N/A]
Date: _____	Date: _____

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