



R.I. REAL ESTATE SALES DISCLOSURE FORM
RHODE ISLAND ASSOCIATION OF REALTORS®



DATE 10/21/09 PROPERTY ADDRESS 134 BERRY LANE
BRISTOL, R.I. 02809

Seller PAUL J. SILVA Current Address SAME

SELLER

Seller has occupied subject property? Yes No If yes, number of years and when: 15 YRS 06/94

"Prior to the signing of an agreement to transfer real estate (vacant land or real property and improvements consisting of a house or building containing one (1) to four (4) dwelling units), Seller is providing Buyer with this written disclosure of all deficient conditions of which Seller has knowledge. This is not a warranty by Seller that no other defective conditions exist, which there may or may not be. Buyer should estimate the cost of repair or replacement of deficient conditions prior to submitting an offer on this real estate. Buyer is advised however not to rely solely upon the representation of Seller made in this disclosure, but to conduct any inspections or investigations which Buyer deems to be necessary to protect his or her best interest." Nothing contained herein shall be construed to impose an affirmative duty on the Seller to conduct inspections as to the condition of this real estate. It is recommended that a separate sales disclosure form be completed for each unit of a multi-unit property.

STRUCTURE

Please indicate by a check mark for "Yes" or "No," or mark "UK" (Unknown), if you do not have actual knowledge of the property conditions.

1. Year Built 1970 Addition(s): None Year(s): _____
2. Roof (Shingles) Age: 7 YRS # of Layers: 1 Previous Repairs: _____ Known Defects: None
3. Fireplaces # 1 # Working: 1 Maintenance History: YES
4. Wood/Coal/Gas Stove(s) Yes No If yes, Type _____ When installed? _____ Permit received? Yes No
- If yes, attach copy _____
5. Insulation Wall/Type: Ceiling/Type: Floor/Type: Unknown
- Ureaformaldehyde Insulation: Yes No Unknown
6. Electrical Service Fuses _____ Circuit Breakers Amps 100 Unknown
- Type: Aluminum Wiring _____ Knob & Tube _____ BX Cable _____ Romex Other _____ Unknown
7. Heating System Type: OIL Age: 10 YRS If oil fuel, size of tank: 250 Number of zones: 4
- Underground tanks on property? Yes (Size?) _____ No Unknown
- Supplemental heating? Yes No If yes, type? _____
8. Domestic Hot Water Heating Source: OIL If a separate tank, capacity: 80 gal. Age 4 YRS
- Rented? Yes No If yes, Company rented from _____
9. Air Conditioning Central Air Yes Number of zones _____ Window Units _____ Number of units _____ Age _____
- Location _____ Maintenance History _____

Additional Structural Information (Attach additional sheets if necessary.) _____

UTILITIES

10. Sewage System Type (private, public or both): Public If public system available, is it connected? Yes No
- If public, Outstanding Assessment? Yes No Minimum Annual Fee: \$ _____ Balance \$ _____
- If private, Cesspool _____ Septic _____ Leach field _____ Galleys _____ Unknown _____ Other _____
- #Bedrooms/per ISDS Design: 7 Copy Available? Yes No
- Location: _____ Date installed: _____
- Maintenance History (Any Failure): None Sanitation Company used: _____
- Last pumped: _____ Other Connections (Drywell, etc.): _____

"Potential purchasers of real estate in the state of Rhode Island are hereby notified that many properties in the state are still serviced by cesspools as defined in R.I.G.L. Chapter 23-19.15 (The RI Cesspool Phase-Out Act of 2007). Cesspools are a substandard and inadequate means of sewage treatment and disposal, and cesspools often contribute to groundwater and surface water contamination. Requirements for abandonment and replacement of high-risk cesspools as established in R.I.G.L. Chapter 23-19.15 are primarily based upon a cesspool's non-treatment of wastewater and the inherent risks to public health and the environment due to a cesspool's distance from a tidal water area, or a public drinking water resource. Purchasers should consult R.I.G.L. Chapter 23-19.15 for specific cesspool abandonment or replacement requirements. An inspection of property served by an on-site sewage system by a qualified professional is recommended prior to purchase. Pursuant to R.I.G.L. Section 5-20.8-13, potential purchasers shall be permitted a ten (10) day period to conduct an inspection of a property's sewage system to determine if a cesspool exists, and if so, whether it will be subject to the phase-out requirements as established in R.I.G.L. Chapter 23-19.15."

SELLER'S INITIALS JS BUYER'S INITIALS _____

UTILITIES

11. Water System Public YES Filtration System? Yes No
 Private If private: "Buyer understands that this property is, or will be served by a private water supply (well) which may be susceptible to contamination, availability, and potentially harmful to health. If a public water supply is not available, the private water supply must be tested in accordance with regulations established by the RI Department of Health pursuant to R.I.G.L. Section 23-1-5.3. The Seller of that property is required to provide the Buyer with a copy of any private water supply (well) testing results in the Seller's possession and notify the Buyer of any known problems with the private water supply (well)."
 Dug well or drilled well? _____ Depth: _____ Location: _____
 Well water inspection certificate available? Yes No If yes, attach copy _____
 Water Quality Problems? Yes (Explain) NONE No
 Filtration System? Yes No Treatment System? Yes No

Additional Utilities Information (Attach additional sheets if necessary.) _____

MUNICIPAL INFORMATION

12. Property Tax \$4952.58 ^{38512 Sewer Fee} for fiscal/calendar year ending 2008 Tax Rate: 10.35 PER K Current Exemptions: NONE

13. Easements/ Encroachments Seller is legally required to provide the Buyer with a copy of any previous surveys of the property that are in the Seller's possession and notify the Buyer of any known easements, encroachments, covenants or restrictions of the Seller's property. A Buyer may wish to have a boundary or other survey independently performed at Buyer's expense.
 Does Seller have a copy of any surveys in his/her possession? Yes No If yes, attach copy _____
 Does Seller have any knowledge of Easement(s) or Right(s) of Way on property? Yes No
 If yes, describe _____
 Does Seller have any knowledge of Encroachments? Yes No
 If yes, describe _____

14. Deed Type of deed to be conveyed: _____ Number of parcels conveying: 1

15. Zoning "Buyers of real estate in the State of Rhode Island are legally obligated to comply with all local real estate ordinances; including, but not limited to ordinances on the number of unrelated persons who may legally reside in a dwelling, as well as ordinances on the number of dwelling units permitted under the local zoning ordinances. If the subject property is located in a historic district, that fact must be disclosed to the buyer, together with the notification that property located in a historic district may be subject to construction, expansion, or renovation limitations. Contact the local building inspection official for details."
 Classification: NONE Is the current use a permitted use under the current zoning regulations? Yes No
 Unknown If no, explain: _____
 Is the current use non-conforming in any other way? Yes No Unknown
 If yes, explain: _____

16. Restrictions Plat or other? Yes (Explain) _____ No Copy available to Buyer: _____

17. Building Permits Have you applied for or been granted a special permit for this property? Yes No
 If yes, explain: _____
 Have building permits been obtained for all required construction and/or renovation while you have owned the property? Yes No If no, explain: _____

18. Building Code/or Minimum Housing Violations: _____

19. Flood Plain Is the property located in a flood plain? Yes No N/O Unknown
 Is there flood insurance on the property? Yes No If yes, \$ _____ per year.

20. Wetlands The location of coastal wetlands, bays, fresh water wetlands, ponds, marshes, river banks or swamps, as those terms are defined in RIGL 2-1 and the associated buffer areas may impact future property development. If known, Seller must disclose to the Buyer any such determination on all or part of the land made by the Department of Environmental Management.
 Has all or part of property been determined to be coastal wetland, bog, freshwater wetland, pond, marsh, river bank or swamp? Yes (Explain) (N/O) NONE
 No Unknown

21. Megan's Law If the Buyer is concerned about convicted felons in the neighborhood, he/she should contact the local police authority.

Additional Municipal Information (Attach additional sheets if necessary.) _____

CONDO / MULTI UNIT

22. Condo/Assoc. Fees Monthly Condo/Association Fee: \$ _____ Heat/Electric/Water Included in Fee? _____
 Working Capital Deposit? Yes _____ No _____ If yes, Amount: \$ _____
 Buyer to pay? Yes _____ No _____
 Current Outstanding Assessments: \$ _____
 Fire Alarm System up to date? Yes _____ No _____ Unknown _____
 Anticipated Future Assessments: Yes _____ If yes, describe _____
 No _____ Unknown _____

23. Multi-family or Other Rental Property Are income and expense figures available? Yes _____ No _____ If yes, attach copies
 Lease(s) period: _____ Copies available? Yes _____ No _____
 Number of Units: _____
 Are the existing rents current? Yes _____ No _____ Security Deposits _____
 Are all units legal for the current zoning and use? Yes _____ No _____
 Appliances Offered: _____

Additional Condo/Multi Unit Information (Attach additional sheets if necessary.) _____

NOTICES / DISCLOSURES

24. Pools & Equipment Age of pool: None Maintenance history: _____
 Was a permit obtained for the pool? Yes _____ No _____ Unknown _____

25. Lead Contamination "Every Purchaser of any interest in residential property is notified that such property may present exposure to lead from lead-based hazards that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced Intelligence Quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential property is required to provide the Buyer with any information on lead or lead hazards in paint, interior dust, soil, or water from risk assessments or inspections in the Seller's possession and notify the Buyer of any known or potential lead or lead-based hazards, and must receive a lead disclosure and educational brochure. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase." Have you ever had a lead paint inspection conducted? Yes _____ No
 If yes, copy of report available? Yes _____ No
 Lead compliance certificate(s) available? Yes _____ No

26. Smoke/Carbon Monoxide Detectors Installed and functioning? Yes No _____ R.I.G.L. 23-28.1 requires certain residential dwellings to be equipped with an approved smoke detector and carbon monoxide detector system. Three-unit dwellings must be equipped with interconnected smoke detectors effective July 1, 2008. Contact the local Fire Marshal to determine the requirements for this Property.

27. Radon "Radon has been determined to exist in the State of Rhode Island. Testing for the presence of Radon in residential real estate prior to purchase is advisable."
 Has building been tested for Radon? Yes _____ No If yes, # of Pico curies/liter: _____
 Copy of test available? Yes _____ No _____ Any action taken? _____

Additional Notices/Disclosures Information (Attach additional sheets if necessary.) _____

STRUCTURE

Do any defects/malfunctions exist in any of the following? Mark Yes (Y), No (N), Unknown (UK) or Not Applicable (NA).

<u>Y</u> <u>N</u> <u>UK</u> <u>NA</u>		<u>Y</u> <u>N</u> <u>UK</u> <u>NA</u>		<u>Y</u> <u>N</u> <u>UK</u> <u>NA</u>				
28	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Basement	34	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Driveway(s)	39	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Plumbing
29	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Bulkhead/Hatchway	35	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Exterior Walls	40	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Sidewalks
30	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Ceilings	36	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Floors	41	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Walls/Fences
31	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Chimney(s)	37	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Foundation/Slab(s)	42	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Windows
32	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Doors	38	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Interior Walls			
33	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Other Structural Components (Describe) _____						

If the answer to any of the items is Yes (Y), please explain. (Attach additional sheets if necessary.)

31 - Cap. Available
 # 32 - Garage Door Opener - Left side

EQUIPMENT / SYSTEMS

Does any item, equipment or system in or on the property and conveying with the sale need repair or replacement? Mark Yes (Y), No (N), Unknown (UK) or Not Applicable (NA).

<u>Y</u> <u>N</u> <u>UK</u> <u>NA</u>		<u>Y</u> <u>N</u> <u>UK</u> <u>NA</u>		<u>Y</u> <u>N</u> <u>UK</u> <u>NA</u>				
43	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Alarm/Security System	51	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Generator	59	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Satellite Dish
44	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Ceiling/Whole House Fan	52	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Hot Tub/Sauna	60	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Sump Pump
45	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Central Vac/Equipment	53	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Intercom System	61	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Trash Compactor
46	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Dishwasher	54	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Jacuzzi/Whirlpool	62	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Washer
47	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Dryer	55	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Kitchen Stove/Oven	63	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____
48	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Freezer	56	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Lawn Sprinkler System	64	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____
49	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Garage Door Opener(s)	57	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Lighting Fixtures	65	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____
50	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Garbage Disposal	58	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Refrigerator	66	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____

If the answer to any of the items is Yes (Y), please explain. (Attach additional sheets if necessary.)

Left Garage Door Opener

CONDITIONS	Do any of the following conditions exist? Yes (Y), No (N), Unknown (UK) or Not Applicable (NA).	
	Y N UK NA	Y N UK NA
	67 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Asbestos	81 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Water Penetration
	68 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Cemetery or Burial Ground on Property	82 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Wood Rot
	69 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Diseased Tree(s) within 100' of Dwelling/Outbuilding	Previous Flooding:
	70 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Endangered Species/Habitat on Property	83 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Into the Improvements
	71 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Hazardous or Toxic Waste	84 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Onto the Property
	72 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Hazardous or Toxic Waste Site Within 1 Mile	Structural Repairs:
	73 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Improper Drainage	85 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Previous Foundation Repairs
	74 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Landfill	86 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Other Structural Repairs
75 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Mold	Termites or Other Wood-Destroying Insects:	
76 <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Previous Fire/Smoke Damage	87 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Active Infestation	
77 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Settling	88 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Previous Treatment	
78 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Soil Movement	89 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Previous Damage Repaired	
79 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Subsurface Structure(s) or Pit(s)	90 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Damage Needing Repair	
80 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Synthetic Stucco / EIFS	91 <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Current Service Contract	
If the answer to any of the conditions is Yes (Y), please explain. (Attach additional sheets if necessary.)		
<u>MASTER BATH JACUZZI - SMOKE DAMAGE - 3 YR AGO</u> <u>AMY'S PEST SERV. - QUARTERLY</u>		
COMMENTS	Additional Comments: _____	

STATEMENT	Any agreement to transfer real estate shall contain an acknowledgment that a completed real estate disclosure form has been provided to the Buyer by the Seller in accordance with the provisions of this section. This form has been designed to meet the Real Estate Disclosure requirements of Rhode Island General Law 5-20.8. Seller acknowledges that the above property information is accurate, true and complete to the best of his knowledge, and that no information concerning the property has been knowingly withheld. Seller further acknowledges that the legal and/or tax consequences of this real estate sale and all transactions related thereto may be best discussed with an attorney, accountant, or other appropriate party and that Seller has not relied on the Listing Licensee(s) for such advice. Seller is obligated to report to the Listing Licensee(s) any known changes prior to sales agreement and prior to closing.	
ACKNOWLEDGMENT	Seller hereby acknowledges that the information set forth above is true and accurate to the best of my (our) knowledge. Seller further agrees to defend and indemnify the Listing Licensee(s) for disclosure of any of the information contained herein. Seller further acknowledges receipt of copy of Seller's R.I. Real Estate Sales Disclosure Form.	
	Date <u>10/21/09</u> Seller <u>[Signature]</u> Date _____ Seller _____	
ACKNOWLEDGMENT	Buyer/Prospective Buyer acknowledges receipt of Seller's R.I. Real Estate Sales Disclosure Form before purchase. Buyer acknowledges that Broker has not verified the information herein and Buyer has been advised to verify information independently.	
	Date _____ Buyer _____ Date _____ Buyer _____	
CHANGES	Changes since property was first listed: _____	

Date _____ Seller's Initials _____ Date _____ Buyer's Initials _____		

Property Address 134 Bering Lane



Seller's Lead Disclosure
Rhode Island Association of REALTORS®



Housing Sales - Rhode Island State and Federal Lead Disclosure Regulations
Disclosure of Information on Lead-Based Paint and Lead-Based Hazards

Lead Warning Statement

Federal Law for Lead Contamination: "Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced Intelligence Quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Rhode Island State Law for Lead Contamination: The Seller of ANY INTEREST in Residential property shall disclose to the Buyer any known information on lead-based paint or lead-based hazards in paint, interior dust, soil, or water, or potential lead-based paint or lead-based hazards and their location(s), or potential location(s). This includes any records or reports known and reasonably available to the Seller regarding such hazards or potential exposure to such hazards in the property. The Seller shall maintain copies of any environmental lead inspection report for as long as they own the property. The Buyer shall receive an EPA educational pamphlet containing the insert "What You Should Know About the R.I. Lead Law".

Seller's Disclosure (initial)

____ (a) Presence of lead in paint, interior dust, soil or water and/or lead-based hazards in paint, interior dust, soil, or water (check one below):

Known lead-based paint and/or lead-based hazards present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

____ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing, including the most recent inspection report dated _____ (list additional documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Purchaser's Acknowledgment (initial)

____ (c) Purchaser has received copies of all information listed above.

____ (d) Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home" that includes the R.I. section "What You Should Know About the R.I. Lead Law".

____ (e) Purchaser has received a copy of "Requirements for New Owners of Rental Properties" or "Requirements for Property Owners Who Own Ten or More Residential Rental Units" regarding lead (Housing Resources Commission/R.I. Department of Health), whichever is applicable.

____ (f) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based hazards.

Agent's Acknowledgment (initial)

EM (g) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d), Section 9.0 of the Rules and Regulations of the R.I. Department of Health and Lead Hazard Mitigation Standards, and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Purchaser Date

Paul J... 10/21/09
Seller Date

Purchaser Date

Seller Date

Agent Date

E. Mander... 10/21/09
Agent Date

RHODE ISLAND MANDATORY REAL ESTATE RELATIONSHIP DISCLOSURE FORM

R.I.G.L. § 5-20.6 allows a real estate broker or salesperson to provide real estate services to you whether you are a buyer, seller, tenant, or landlord. The minimum level of service required by law will depend on the type of relationship that you wish to have with a real estate licensee. These relationships are defined on this form. Although it is not legally required, you may also choose to sign a written contract to further define your relationship. The principal broker of the real estate brokerage or a person designated by him or her must also agree to the type of relationship that you choose to have with the licensee.

Types of Real Estate Relationships

NEUTRAL TRANSACTION FACILITATOR

A Neutral Transaction Facilitator is a real estate licensee who provides assistance to a buyer, seller, tenant, or landlord, or both, in a real estate transaction as a neutral facilitator who does not represent you.

A Neutral Transaction Facilitator owes the following duties to you as a customer: to perform agreed upon ministerial acts timely and competently; to perform these acts with honesty, good faith, reasonable skill and care; and properly account for money or property placed in the care and responsibility of the principal broker. A licensee acting as a neutral transaction facilitator does not owe confidentiality or any other fiduciary duties to a customer. A Neutral Transaction Facilitator does not represent you and cannot negotiate on your behalf.

DESIGNATED CLIENT REPRESENTATIVE

A Designated Client Representative is a real estate licensee who represents a buyer, seller, tenant, or landlord in a real estate transaction and advocates on your behalf.

A Designated Client Representative owes the following duties to you as a client: to perform the terms of the client representation contract, if any, with reasonable skill and care; promote the client's best interest in good faith and honesty; protect the client's confidential information during the relationship and after its termination; perform agreed upon ministerial acts timely and competently; perform these acts with honesty, good faith, reasonable care and skill; and to properly account for money or property placed in the care and responsibility of the principal broker. Only the real estate licensee(s) who have been specifically appointed by the principal broker or the principal broker's designee may represent you as a client. The other real estate licensees who are affiliated with the brokerage owe no duty to you except for confidentiality. If another licensee who is affiliated with the same brokerage becomes a Designated Client Representative for another party in a transaction with you, then that other affiliated licensee has no duty to protect any confidential information about you learned after he or she begins to represent the other party. In order for a real estate licensee to represent you as a Designated Client Representative, the licensee must obtain your informed written consent and provide you with a written notice.

NEUTRAL DUAL FACILITATOR

A neutral Dual Facilitator is an individual real estate licensee who assists a buyer and seller or tenant and landlord in the same transaction and must be neutral as to any conflicting interests between the parties to the transaction.

A neutral Dual Facilitator relationship exists solely for a specific transaction between the parties. A Dual Facilitator must be neutral as to any conflicting interests between the parties to the transaction. A Dual Facilitator owes the following duties to all parties: protecting the confidential information of you and the other party except where disclosure is required or permitted by state law; and accounting for funds. A neutral Dual Facilitator cannot satisfy fully the following duties to one or both parties: loyalty, full disclosure, reasonable care, and obedience to lawful instructions. **This Mandatory Real Estate Relationship Form cannot be used to obtain your consent to a Dual Facilitator relationship. In order for a real estate licensee to assist you as a neutral Dual Facilitator, the licensee must obtain the informed, written consent from you, the other party and the principal broker on a separate Dual Facilitator consent form.**

NEUTRAL TRANSACTION COORDINATOR

A Transaction Coordinator is a principal broker or his or her designee who supervises a real estate transaction in a neutral capacity.

The principal broker or his or her designee assumes this role in a transaction in which one affiliated licensee represents a buyer or tenant as a designated client representative and another affiliated licensee represents a seller or landlord as a designated client representative in the same transaction or if one affiliated licensee is assisting both the buyer and seller or landlord and tenant in the same transaction as a dual facilitator. A transaction coordinator does not owe any fiduciary duties to any party in a transaction except the duties to protect the confidential information of the parties and to properly account for money placed in his or her care. A principal broker or his or her designee becomes a neutral Transaction Coordinator automatically, so a customer or client is not required to sign an additional disclosure form.

BUYER'S/TENANT'S INITIALS _____ SELLER'S/LANDLORD'S INITIALS _____

FORM # 1475 (R-131) Rev. 05/08

Real Estate Licensee's Responsibilities

R.I.G.L. § 5-20.6-8 requires any real estate licensee who assists you to present this form to you at the first personal contact with you or prior to an offer to purchase, whichever occurs first. A real estate licensee must also disclose which party they represent, and obtain your written acknowledgement of that relationship. The law also requires real estate licensees to fulfill the duties of their relationship with you as defined by state law and/or in a written contract. Failure to comply with this law is a violation of Rhode Island license law and can result in disciplinary action to the licensee.

Consumer Information and Responsibilities

If you wish to have a real estate licensee represent you, this relationship must be established no later than the preparation of an offer to purchase, purchase and sales agreement or lease. Rhode Island law presumes that all real estate licensees are acting as neutral Transaction Facilitators unless otherwise stated on this form. **A real estate licensee can act as your designated client representative only if that real estate licensee obtains your informed written consent to that relationship on this form.**

A principal broker may only appoint a real estate licensee to represent you as a Designated Client Representative with your informed, written consent acknowledged on this Mandatory Relationship Disclosure Form. This designation as your representative applies only to the real estate licensee listed below. An inherent conflict of interest may exist if you as a buyer choose a designated client representative affiliated with the same principal broker as the seller's designated client representative. Other licensees affiliated with the company do not represent you or owe you any duties unless disclosed to you in writing. Also, these other licensees may represent or assist another party in your real estate transaction.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice on specialized issues, such as legal, tax, or insurance, consumers are advised to refer specialized questions to the proper expert, including, but not limited to, a home inspector, attorney, tax advisor, appraiser or appropriate government official.

Consumer and Broker Acknowledgement

By signing below, I, the consumer, acknowledge that I have received and read the information in this Rhode Island Mandatory Relationship Disclosure Form. I understand and agree that the real estate licensee has disclosed that he or she will be working with me in the following capacity. (Check one)

Transaction Facilitator
for a specific transaction

Designated Client Representative
for me as the Seller/Landlord

Designated Client Representative
for me as the Buyer/Tenant


Consumer Signature

Paul J Silva
Printed Name

10/21/09
Date

Consumer Signature

Printed Name

Date

By signing below, I, the real estate licensee, acknowledge that I have provided this disclosure form to the above consumer(s) as required by Rhode Island law.

LICA DELMAN REAL ESTATE

Name of Brokerage Firm


Licensee Signature

elisabeta marchi
Printed Name

533602
Real Estate License #

10/22/09
Date

Licensee: please initial here if the consumer declines to sign this notice and state the consumer's reason for refusal:

