

BUYER STANDARD OPERATING PROCEDURES EFFECTIVE 04/19/2022

STANDARDIZED OPERATING PROCEDURE FOR PURCHASERS OF REAL ESTATE PURSUANT TO REAL PROPERTY LAW §442-H KENARRI real estate division (the "Broker") is making this Standardized Operating Procedure available on any publicly available website and mobile device application maintained by the Broker and any of its licensees and teams. Broker has copies of these Standardized Operating Procedures available to the public upon request at Broker's office location. Please be advised that Broker:

1. ID Requirements

A) DOES NOT REQUIRE Prospective Buyers to show identification prior to showings.

2. Exclusive Buyers Agency Requirements

A) DOES NOT REQUIRE Exclusive Buyer Agency agreement prior to showings.

B) DOES REQUIRE Buyer to enter into an Exclusive Buyer Agency agreement with Broker prior to submitting any offers on properties on behalf of the Buyer.

3. Pre-approval/Prove of Funds Requirements

A) DOES REQUIRE a Pre-approval or Proof of Funds prior to showing a prospective buyer properties and/or submitting any offers on properties on behalf of Buyer.

\*Although Broker may not require such information, a seller of real estate may require this information prior to showing the property and/or as part of any purchase offer.

Acknowledgement of Broker

Broker:

By: \_\_\_\_\_

Name:

Title:

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing document was acknowledge before me this \_\_\_ day of \_\_\_\_\_ 2022 by \_\_\_\_\_ who personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

100 N. Main Street #413 Elmira, NY 14901 798 Canton Street Troy, PA 16947 423 S. Main Street Athens, PA 18810



---

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

---

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 \_\_\_\_\_ (print name of Real Estate Salesperson/  
Broker) of \_\_\_\_\_ (print name of Real Estate company, firm or brokerage)

(I)(We) \_\_\_\_\_

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

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

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.

## NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

### **Reasonable Accommodations**

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager.

You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request: Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out); Changes to your housing provider's rules, policies, practices, or services; Changes to common areas of the building so you have an equal opportunity to use the building.

The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include: If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building; If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule; If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done; If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or

place you at the top of a waiting list if no adjacent spot is available; If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

### **Required Accessibility Standards**

All buildings constructed for use after March 13, 1991, are required to meet the following standards: Public and common areas must be readily accessible to and usable by persons with disabilities; All doors must be sufficiently wide to allow passage by persons in wheelchairs; and All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

### **How to File a Complaint**

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to [www.dhr.ny.gov](http://www.dhr.ny.gov), or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

-----

+ This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described



---

## 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 consistent 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 to me by \_\_\_\_\_ of \_\_\_\_\_  
(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)

Buyer as a (check relationship below)

Seller's Agent

Buyer's Agent

Broker's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance Informed Consent Dual Agency

Advance 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) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

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

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

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

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

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

# **ADVANCED INFORMED CONSENT TO DUAL AGENCY**

**For residential real property, the use of this form is optional and is to be used as a supplement to the agency disclosure form found in Real Property Law section 443. Licensees who elect to use this form for residential real property must also complete an agency disclosure form.**

Seller or Buyer \_\_\_\_\_

Name of Brokerage Firm (Broker) \_\_\_\_\_

Salesperson \_\_\_\_\_

1. By consenting to Dual Agency, the Seller or Buyer acknowledge and agree that the Broker and all associated Associate Brokers and Salespersons are potential Dual Agents. Seller or Buyer have been informed of the possibility of a dual agency arising if a buyer client becomes interested in a seller client's property. Seller or Buyer have consented to this Dual Agency representation in advance and hereby confirm their consent by signing below after reading the following description of the type of representation to be provided.

2. Description of Broker's Role: Confidentiality and Disclosure of Information:

In Dual Agency, the Broker is acting as agent for both Seller and Buyer in the transaction. Broker shall make every reasonable effort to remain impartial to Seller and Buyer. Seller or Buyer acknowledge that, prior to Dual Agency arising, Broker acted as (exclusive) agent of the Seller and acted as (exclusive) agent of the Buyer. In those separate roles, Broker may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker. Seller or Buyer agree that Broker shall not be liable to either party for refusing or failing to disclose information which in the sole discretion of Broker would harm one party's bargaining position but would benefit the other party.

Nothing contained herein shall prevent Broker from disclosing to Buyer any known material defects that affect the property value. Broker agrees not to disclose confidential information to the other party, such as (a) to Buyer information about what price or terms Seller will accept other than the listing price and terms or (b) to Seller information about what price or terms Buyer will agree to other than any written offering price.

3. Description of Seller's and Buyer's Role:

Seller or Buyer acknowledge that they are aware of the implications and consequences of Broker's Dual Agency role to facilitate a transaction, rather than act as an advocate for one party over the other and agent, and that they have determined that the benefits of entering into a transaction, with the Broker acting as a Dual Agent outweigh said implications and consequences.

4. Consequences of Dual Agency:

Seller or Buyer are giving up their right to have Broker's undivided loyalty to act at all times solely in their individual best interests to the exclusion of all other interests. Dual agency may thus adversely affect Buyer's and Seller's best interests to the exclusion of all other interests, and may deprive them of benefits



they may have otherwise received in a single agency relationship. For example, as a Seller represented by an Agent, Seller has the right to expect that Seller's agent will attempt to obtain the full asking price for the property. As a Buyer, represented by an Agent, Buyer has the right to expect the Agent to work toward bringing about a transaction at the lowest possible price. A Dual Agent will not work on behalf of either party regarding price.

5. In theory, a Dual Agent owes both the Buyer and Seller the same fiduciary duties as if the Agent represented each alone. These duties include loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and the duty to account. By consenting to dual agency, the conflicting duties to Buyer and Seller are reconciled by mutual agreement to modify or forego them. The duty of undivided loyalty is forfeited in a dual agency relationship. In addition, most of the other fiduciary obligations are affected because of the contrasting motivations of Buyer and Seller, who have agreed that the consensual Dual Agent will not favor the interests of one over those of the other.

6. In the event a conflict arises between Buyer and Seller, Broker may elect to withdraw from the transaction because Broker is unable to adequately represent each interest. Where one client discloses confidential information to the Broker which is of such a nature that the Broker cannot fairly give advice to the other without disclosing it, the Broker cannot continue to act as advisor.

7. Buyer and Seller have the absolute right to refuse to consent to a Dual Agency relationship and the representation of an adverse interest by Broker.

8. Buyer and Seller have the right to consent to a Dual Agency relationship, with or without an adjustment in the amount of compensation to the Broker.

9. Buyer and Seller each have the right to retain their own Agent to represent only their interest in a single agency relationship (i.e. Designated Agent, Buyer's Agent or Seller's Agent).

10. Description of Limited Agency Services:

**WHAT BROKER AND ITS SALESPERSONS CAN DO FOR SELLERS AND BUYERS WHEN ACTING AS A DUAL AGENT:**

We will treat the Seller and Buyer honestly.

We will provide helpful information about the property and neighborhood to the Buyer.

We will respond accurately to questions about the property.

We will disclose all material facts about the property that are known to us.

We will disclose financial qualifications of the Buyer to the Seller.

We can explain real estate terms and procedures.

We can help the Buyer to arrange for property inspections.

We can help the Buyer compare financing alternatives.

We will provide information about comparable properties so the Seller and Buyer may make an educated decision on what price to accept and/or offer.

We will work diligently to facilitate the sale and will advise when experts should be retained (lawyer, tax accountant, architect, etc. ).

We will act as a mediator and make recommendations for compromise between Seller and Buyer.

**WHAT BROKER AND ITS SALESPERSONS CANNOT DISCLOSE TO SELLERS AND BUYERS.**

We cannot disclose confidential information that we may know about the Seller and/or Buyer (e.g., motivation, to sell/buy; price terms; negotiating strategy), without written permission of the Seller and/or Buyer.

We cannot disclose the price the Seller will take other than the listing price without written permission of the Seller.

We cannot disclose the price the Buyer is willing to pay without written permission of the buyer.

We cannot recommend or suggest a price the Buyer should offer or pay for the property.

We cannot recommend or suggest a price the Seller should accept or counter.

11. Broker will act as an intermediary with respect to Seller and Buyer and except for the fiduciary duties to account for any monies which come into Broker's possession and the duty to exercise reasonable care; Broker will not have fiduciary duties to either Seller or Buyer to provide "undivided loyalty or obedience".

By signing the agency disclosure form and below, you approve and agree Broker and its Salespersons have provided Advanced Informed Consent to Dual Agency.

**YOU SHOULD UNDERSTAND THAT THIS IS BEING PROVIDED AS A MEANS OF INFORMING THE SELLER OR BUYER AS TO DUAL AGENCY. IF YOU DO NOT UNDERSTAND THIS DOCUMENT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.**

\_\_\_\_\_  
Buyer/Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer/Seller

\_\_\_\_\_  
Date