

Prepared By \_\_\_\_\_ of \_\_\_\_\_  
Brokerage

Property Address \_\_\_\_\_

**REAL ESTATE AGENTS  
DISCLOSURES AND RECOMMENDATIONS  
(READR)**

Seller _____	Buyer _____
Licensee Attachment _____	Licensee _____

**Provided in compliance with Montana Laws &/or the Realtor® Code of Ethics**

Montana Realtors® are required by Law and/or obligated by our Code of Ethics to make a variety of disclosures to the consumers we serve. Paramount among these are: A full disclosure of the types of real estate relationships, duties and services available in Montana; A full disclosure and explanation of the relationships, policies and services offered by that Realtor's brokerage firm; A disclosure that consumers have the right to determine what services, relationships, and related costs and benefits they wish to accept or decline; An initial disclosure (and on-going disclosures) of the Realtor's® agency and non-agency relationships, as well as the Brokerage firm's various agency or non-agency relationships, policies and professional practices. The purpose of this document is to allow Consumers an opportunity to acknowledge receipt of these disclosures and to give their informed written consent to one or more combinations of the agency relationships or non-agency relationships described below.

**MONTANA LAWS & LICENSING REGULATIONS.** Montana strictly regulates Real Estate Practices and establishes certain Licensee Duties and Consumer Protections. The first of these that you may benefit from is your opportunity to receive an array of professional real estate services as either a "**Customer**" (frequently paid for by the Seller) **OR** as a "**Client**" (frequently paid for by the Client).

**Customers** are consumers who receive a wide variety of Customer-level services from a Realtor® who is not their Agent or employee.

Such a Realtor®-to-Customer relationship is known as a "non-agency relationship". This relationship always obligates the Realtor® to work with the Customer by providing Fair Dealing and Honesty in a manner consistent with the Realtor's® contractual, legal and ethical obligations.

**Clients**, on the other hand, are consumers who have retained (hired) their own authorized and designated Agent.

Such a Realtor®-to-Client relationship is known as an "agency relationship". This relationship requires both Fair Dealing and Honesty of the Realtor® working for the Client, as well as additional "statutory duties."

(For specific details, see "Relationships and Consents in Real Estate Transactions", incorporated herein by this reference.)

While the "Relationships and Consents in Real Estate Transactions" document is believed to meet the minimum requirements, our Brokerage firm subscribes to a **higher standard** of providing the most complete disclosures, recommendations, services and protections permissible.

**OUR DUTIES AND OBLIGATIONS.** The Brokerage firm's managing Broker/Owner (hereinafter called the "Broker/Owner") and the "Broker Associate" and/or "Sales Associate" who are providing this document are "working for and acting in the best interest of their Client(s)" (if any) as disclosed herein, **WHILE MAKING EVERY EFFORT TO INSURE FAIR AND ACCURATE INFORMATION, SERVICES AND SAFEGUARDS ARE BROUGHT TO THE ATTENTION OF BOTH CLIENTS AND CUSTOMERS ALIKE. CUSTOMERS SHOULD BE AWARE THAT ALL INFORMATION REVEALED TO THE AGENT FOR ANOTHER PARTY MUST BE REVEALED BY THAT AGENT TO THAT AGENT'S CLIENTS.**

**AGENCY RELATIONSHIPS WITHIN OUR BROKERAGE.** The undersigned Brokerage Firm is a "Designated Agency Brokerage" and therefore only the Associates and/or Brokers that you specifically name and "designate" as "representing" you should be considered to be your Agent(s) and in an Agent-to-Client level relationship with you. Accordingly all other Licensees affiliated with the Brokerage are not your Agents and, while they may focus their efforts on bringing about a mutually beneficial transaction, they should be viewed as being in a Realtor®-to-Customer relationship with you. If in the course of events your Agent(s) bring forth other parties to the transaction also as their Clients, then you may either consent to a Dual Agency relationship or request what we refer to as an additional "Designated Exclusive Agent" to represent ONLY YOU in that transaction as an In-House Seller Agent Designate or an In-House Buyer Agent Designate.

"Designated Exclusive Agents" are Realtors® affiliated with the same Brokerage firm who, with the informed written consent of the parties, represent either: a Seller exclusively **OR** a Buyer exclusively in the same specific Real Estate transaction. In most "Designated Exclusive Agent" transactions, the Broker may become a Dual Agent, but the "Designated Exclusive Agents" are never Dual Agents.

**The choices are yours, but in any event your written informed consent is required to receive either level of service.**

**GENERAL DISCLOSURES & RECOMMENDATIONS.** The following items are offered for all Seller's and Buyer's voluntary consideration and individual protection. Each potential concern should be considered carefully and resolved to the Buyer's full personal satisfaction prior to entering a binding agreement or consummating any transaction.

**Disclosed items of potential concern in all Real Estate transactions include (but are not limited to) the following:** radio-active granite, toxic or odorous Chinese drywall, radon gas, radiation, soils evaluations, termite and pest inspections, hazardous substance tests, lead-based paint disclosures, seismic, geologic and archaeological evaluations, all documents of record, evaluation of any and all homeowners, property owners or condo owners associations incorporation documents, by-laws, financial reports, minutes of meetings, dues and assessments, covenant conditions and restrictions, CC&Rs, etc.; tax accountant's evaluations, availability and cost of insurance, insurance "CLUE" report, independent professional appraisals; zoning official certifications of legal uses, and applicable restrictions, slope restrictions; building official verifications of code compliance and Certificate of Occupancy; official certification of or restrictions on "sensitive land", "avalanche", "flood", wet lands, environmental zones, endangered species designations, or other special land use designations or limitations, Title Co. searches and preliminary

ALTA expanded and extended title insurance commitment, and evaluations of the current validity and conveyability of the Property and of any included Water Rights, Water Claims, Water Leases and/or Shares in any water company stock; access road ownership and maintenance responsibilities, professional Water Reports and/or legal opinion regarding water rights, mineral rights, access to property; Special Improvement Districts, potential Liens, taxing or assessment entities (TIF's, etc.); animal or other specifically desired rights; an inventory of (and Bills of Sale for) all personal property included; written verification of all Internet or High Speed Internet access and cost, cell phone signal strength, utility taps, stub outs, locations, and pre-paid or pending fees by utility and/or public officials; independent property inspector's reports (i.e., electrical, plumbing, structural, mechanical, roof, foundations, etc.); water quality, volume and pressure test certifications of water service "adequacy"; Homeowners Warranty policy inclusion; waste disposal system tested, inspected and evaluated; storm water disposal mitigation plans and requirements, all surface and subsurface paints and materials tested for lead; tests for asbestos, arsenic, microbes, mold, mildew, fungus, meth lab contamination (<http://svc2.mt.gov/deq/methquery>), or any and all other substances of potential concern; medical advice relating to communicable diseases, paranormal or psychologically impacting considerations, review of on-line lists of registered sex offenders and/or methamphetamine sites near the property, evaluation of Seller's written Property Condition Disclosure; your personal review and approval of all documents three (3) working days prior to the closing; your personal lawyer(s), accountant(s), and/or personal financial advisors review and evaluation of all the above, together with their evaluation of the entire Buy-Sell Agreement and all other aspects of the property and the purchase arrangements.

**Survey and Title Policy:** All sellers and all buyers should obtain a current "Improvement and Possession Survey Map" showing the boundaries, structures, fences, corner stakes and significant features of the property being purchased and sold, together with the deeded boundary lines, actual possession boundaries, structures, fences and significant features of all adjoining properties. All deed corners and points of change in boundary alignment should be steel staked and capped by the Registered Surveyor who prepared and certified the "Improvement and Possession Survey Map." A survey rider should be added to the ALTA extended and Expanded Title Policy for the property.

**Water Rights Diligence and Protection:** Prior to entering into any binding Real Estate Contract, the parties should obtain an independent "water report" prepared by a Water Specialist. Such a written "water report" should address all aspects of the subject property's unique circumstances and issues relative to past, present and future water concerns and issues. At a minimum, any proposed Buy-Sell offer, or contract, should incorporate a "contingency" for the parties (both Buyer & Seller) to obtain and review such a "water report" and conclude their water-related due-diligence prior to the contingency's "Release Date." At settlement Buyers should:

A) Personally verify that the appropriate documents are correctly prepared and transmitted to the County Courthouse. Such documents should include, but not be limited to, Deed documents, the Realty Transfer Certificate (RTC-Form 488), and the DNRC Water Right "Ownership Update" form (Form #s 608, 640, 641, 642, etc. Ask your Water Specialist for details.)

B) Personally verify that copies of the relevant Water Right "Ownership Update" forms (with attached copies of the deed, maps, Realty Transfer Certificate, well log and related documents) are personally delivered to the regional office of the DNRC. Within 30-45 days after closing it is imperative that the Buyer contact the Montana Dept. of Natural Resource Conservation (DNRC) (<http://dnrc.state.mt.us>) to verify receipt and approval of the Realty Transfer Certificate (RTC) and Water Right "Ownership Update". Likewise, Buyer should then arrange for any "changes" the Buyer may wish to request in the specific use(s), point(s) of diversion, point(s) of application, etc. Failure to complete the required steps may result in additional fees, fines and/or termination of the water right!

A copy of the RTC and all water-related documents should be retained with Buyer's and Seller's permanent records.

**Special Right to Water Disclosures:** If the subject property is within (or obtains water from a point of diversion or sources within) State or Federally reserved lands, then all parties should pay additional special attention to those specific laws, rules, reserved water agreements, settlements, compacts, etc. Such lands and locations include, but are not limited to, US Forest Service lands, National Park Service property, Native American Reservations, National Monuments, Bureau of Land Management (BLM) areas, US Military properties or other lands that are federally owned, operated, controlled or held in trust for others, etc. Likewise, subject properties that are in or near areas with other special restrictions should also receive enhanced due-diligence and investigation. Such areas may include, but are not limited to, designated Stream Depletion Zones (SDZ's), Controlled Groundwater Areas (CGA's), statutorily closed basins, administratively closed basins, judicially closed areas or basins, over-appropriated sources, and/or other areas subject to special unique considerations. It is further disclosed that there are evolving litigation, legislation and "Administrative Rule" changes regarding questions surrounding Exempt Wells and/or Combined Appropriations. Likewise there is continuing legislation, litigation and multiple uncertainties regarding unratified compacts, such as the CSKT compact. Therefore, it is strongly recommended that consumers who are contemplating use of, or dependence on, a "permit exempt well" or water that may in any way be affected by the compact controversy should personally consult with the Montana Dept. of Natural Resources DNRC! Regional offices, phone numbers and contact information can be found at [www.dnrc.mt.gov](http://www.dnrc.mt.gov). All parties should exercise enhanced Due-Diligence as outlined in "Specific Recommendations" and "Notices" below.

**Flood Plain Information and Insurance:** Sellers and Buyers are advised that precise determination of flood plain boundaries and inclusions together with related loan requirements and insurance matters are frequently subject to revised interpretations and re-mapping, etc. Accordingly, it is recommended that Sellers and Buyers personally contact their Lender and Insurance provider for pertinent specifics, as well as the FEMA National Flood Insurance Program Office 1.888.CALL-FLOOD or 1.800.427.5593 or <http://www.fema.gov/nfip>. The purchase of Flood Insurance is recommended!

**Specific Recommendation:** Each of the above items should be completed, obtained, addressed, evaluated, and/or performed (and written reports prepared) by parties: a) who are well qualified by training and professional experience; b) whose reputation, qualification, charges, and associated costs have been personally verified; and c) who are properly licensed, certified, bonded, and insured in the relevant discipline and/or expertise. It is clearly understood that neither the Associates nor Broker/Owner noted hereunder have made any representation (either expressed, inferred or implied) to be qualified to provide or perform any of the items recommended above, nor do they have special or superior knowledge in these specialized areas of expertise which are clearly well beyond the scope of normal Real Estate Client or Customer Marketing Services.

**Notice:** Seller and Buyer have the right to accept, reject, waive or ignore these recommendations, however, if any Seller or Buyer elects to reject, ignore, waive or otherwise fail or refuse to follow any or all of these recommendations, they are doing so over the express written objection of the Broker Associate and/or Sales Associate and Broker/Owner providing this document, as well as acting contrary to both their own personal best interest and contrary to the most basic standards of prudent consumer behavior.

**EARNEST MONEY.** All Broker's Real Estate Trust Accounts (RETA) are strictly controlled by State regulations which may effect, or delay refunds, forfeitures or disbursements of Earnest Money deposits, pending resolution of disputes.

**DISCLOSURE OF AND INFORMED CONSENT TO "AGENCY" AND "NON-AGENCY" RELATIONSHIPS ARE AS SET FORTH AND AGREED TO IN THE ATTACHED "RELATIONSHIPS AND CONSENTS IN REAL ESTATE TRANSACTIONS" WHICH ARE HEREBY INCORPORATED AS AN INTEGRAL PART OF THIS DOCUMENT.**

**DISCLOSURE RECEIPT AND ACKNOWLEDGEMENT.** The undersigned hereby verify receipt of these disclosures and recommendations; and acknowledge that the Broker Associate, Sales Associate, Broker and Firm indicated below are not expected to and are hereby specifically prohibited from taking, making, or authorizing any of the above recommended actions or precautions unless advance funding and permission is formally and specifically granted in writing and accepted in writing by the Broker and Associates indicated below. In the absence of such specific written arrangements, all inspections, evaluations and other pursuits or due diligence undertakings regarding potential concerns (including selection, scheduling, payment, completion, objections, notices, responses, releases, acceptances, rejections, waivers, etc.) shall be at the Seller's and/or Buyer's sole discretion, sole personal responsibility and in no way a part of any contractual agency or fiduciary and statutory duty, expectations or obligations.

The undersigned have read, understood, and hereby accept, designate and give their informed written consent to the agency or non-agency relationships, terms and conditions set forth herein.

The "Broker Associate" and/or "Sales Associate" providing this document is/are: Lamont Kinkade-Broker Assoc-Dean & Leininger Bigfork

The Brokerage Firm's managing "Broker/Owner" providing this document is: Bill Leininger – Dean & Leininger Bigfork

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As  CONSENTING SELLER(S)  SELLER'S AGENT

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As  CONSENTING BUYER(S)  BUYERS AGENT

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As  CONSENTING SELLER(S)  SELLER'S AGENT

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As  CONSENTING BUYER(S)  BUYERS AGENT

I personally caused the items checked above to be  Emailed  Hand-delivered  Faxed  US Mailed  Shipped by (see below)

Certified Mail/Return Receipt Requested – Cert. No. \_\_\_\_\_  Overnight/Express sent via \_\_\_\_\_ Tracking # \_\_\_\_\_

To:  Seller  Seller's Agent  Buyer  Buyer's Agent  Other \_\_\_\_\_ On: \_\_\_\_/\_\_\_\_/\_\_\_\_ (date)

At: \_\_\_\_\_

Signed \_\_\_\_\_ as \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_:\_\_\_\_  am  pm

**Call-Lamont 406-249-4997**

Standard Recommendations, Policies & Practices

In the interest of providing smooth & trouble-free transactions based on fully informed decisions of the parties, the recommendations & disclosures of our Guides to Real Estate Transactions in Montana should apply in all client and customer relationships. Additional copies available on request. Likewise all Anti-Discrimination Laws, Real Estate Statutes, Regulations & Code of Ethics requirements shall apply.

Notice: This offer is void where prohibited by prior contractual commitments or law. This offer is not available for property or persons already subject to an "Exclusive Seller Agency/Representation", "Exclusive Right to Sell," "Exclusive Buyer Broker" or "Exclusive Buyer Agency/Representation" agreements (if applicable). We are pleased to cooperate with all exclusively designated Real Estate Agents. See also "Real Estate Agents Disclosures and Recommendations" (READR), available on [www.Call-Lamont.com](http://www.Call-Lamont.com). Depending upon characteristics of each unique property, any custom marketing plan may include some, all or none of the activities shown, at the sole discretion of the Listing Agent. All results are dependent on pricing, terms and conditions being consistent with the evolving market conditions. The above items are not intended or offered as legal, tax or accounting advice but are strictly for general informational purposes only. Accordingly, all consumers are advised to seek competent legal and tax advice before signing anything or consummating any transaction. The Lakeshore Team is a Real Estate marketing group headed by Lamont Kinkade who is a licensed Real Estate Broker in the State of Montana, License #16273 BRO.

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