Vermont Real Estate Commission
Mandatory Consumer Disclosure

PALL SPERA COMPANY, REALTORS®

[This document is not a contract.]
This disclosure must be given to a consumer at the first reasonable opportunity and before discussing confidential information; entering into a brokerage service agreement; or showing a property.

RIGHT NOW YOU ARE NOT A CLIENT

The real estate agent you have contacted is not obligated to keep information you share confidential. ***You should not reveal any confidential information that could harm your bargaining position.***

Vermont law requires all real estate agents to perform basic duties when dealing with a buyer or seller who is not a client. All real estate agents shall:

- Disclose all material facts known to the agent about a property;
- Treat both the buyer and seller honestly and not knowingly give false or misleading information;
- Account for all money and property received from or on behalf of a buyer or seller; and
- Comply with all state and federal laws related to the practice of real estate.

You May Become a Client

You may become a client by entering into a written brokerage service agreement with a real estate brokerage firm. Clients receive the full services of an agent, including:

- Confidentiality, including of bargaining information;
- Promotion of the client's best interests within the limits of the law;
- Advice and counsel; and
- Assistance in negotiations.

You are not required to hire a brokerage firm for the purchase or sale of Vermont real estate. You may represent yourself.

If you engage a brokerage firm, you are responsible for compensating the firm according to the terms of your brokerage service agreement.

Before you hire a brokerage firm, ask for an explanation of the firm's compensation and conflict of interest policies.

Brokerage Firms May Offer
NON-DESIGNATED AGENCY or DESIGNATED AGENCY

- **Non-designated agency** brokerage firms owe a duty of loyalty to a client, which is shared by all agents of the firm. No member of the firm may represent a buyer or seller whose interests conflict with yours.
- **Designated agency** brokerage firms appoint a particular agent(s) who owe a duty of loyalty to a client. Your designated agent(s) must keep your confidences and act always according to your interests and lawful instructions; however, other agents of the firm may represent a buyer or seller whose interests conflict with yours.

THE BROKERAGE FIRM NAMED BELOW PRACTICES
DESIGNATED AGENCY

I / We Acknowledge
Receipt of This Disclosure

Dean G. Mudgett
Printed Name of Consumer

Signature of Consumer Date

[☐] *Declined to sign*

Printed Name of Consumer

Signature of Consumer Date

[☐] *Declined to sign*

This form has been presented to you by:

Pall Spera Company Realtors LLC
Printed Name of Real Estate Brokerage Firm

Pall Spera
Printed Name of Agent Signing Below

Pall Spera dotloop verified 02/04/25 12:37 PM EST GS6N-P7VX-NASS-OZI0

Signature of Agent of the Brokerage Firm Date

9/24/2015

EXCLUSIVE RIGHT TO MARKET AGREEMENT
Designated Agency Firm

THIS IS A LEGALLY BINDING CONTRACT.

IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

Owner: Dean G. Mudgett Owner: _____

Owner: _____ Owner: _____

Property Address: 38 Gilcrist Road (Street) Stowe (City) _____ (State/Zip) Price $_____

1. **Property Description.**
   - **A.** ☑ Residential ☐ Land Only ☐ Multi-Family (duplex, triplex, etc.) ☐ Commercial ☐ Condominium/Townhouse ☐ Time Share/Fractional ☐ Other (describe) _____
   - **B.** ☑ Homestead ☐ Non-Homestead
   - **C.** Owner's deed is recorded in Volume 932 at Page(s) 218 of the Stowe Land Records;
   - **D.** Parcel ID#: 12043
   - **E.** SPAN #: 621-195-11985
   - **F.** Approximate lot size: 1.76 Acres, or _____ Square Feet
     Source: ☐ Survey ☐ Owner's Deed ☐ Tax Bill ☑ Lister's Card ☐ Other Source _____
   - **G.** Other Description: 5 Bedroom, 3 bath residential swelling on 1.76 acres.

2. **Grant of Exclusive Right to Market to Listing Agency.** **Owner** hereby agrees that, for the period set forth herein, Pall Spera Company Realtors LLC **(Listing Agency)**, is given the sole and exclusive right, power and authority to act as **Owner's** real estate agency for the listing, marketing, sale or exchange of the Property described in this Agreement (the Property). This Agreement prohibits the listing and marketing of the Property with any other real estate agency or agents or the offering of the Property for sale at auction during the period set forth herein. **Owner** agrees to direct all inquiries concerning the Property to **Listing Agency** during the period of this Agreement which shall include inquiries from the general public and other real estate agents. Any failure to do so shall constitute a substantial breach of this Agreement. **Owner** agrees to fully cooperate with **Listing Agency** in the marketing of the Property.

3. **Listing Agency as a Designated Agency Firm.** **Listing Agency** provides real estate brokerage services as a **Designated Agency Firm**. **Listing Agency** delegates the responsibility and obligation to provide services to **Owners** to individual real estate agents within the **Listing Agency**. The designated agent(s) will serve as the agent(s) of **Owner**. **Listing Agency** shall obtain **Owner's** written consent prior to naming any additional or subsequent designated agents. **Owner** acknowledges that only the designated agent(s) have fiduciary responsibilities to **Owner.** Agents in **Listing Agency** who are not designated agent(s) under this Agreement have no such responsibilities to **Owner. Owner** agrees that the initial designated agent(s) under this Agreement are:
   Pall Spera

Owner's Initials [ ] [ ] [ ] [ ]

4. **Listing Agency's Authority.** **Owner** authorizes **Listing Agency** to list the Property for sale or exchange, to advertise, show and market the Property as **Listing Agency** deems appropriate, to negotiate for offers on the Property and to present all offers, whether oral or written, to **Owner** up to and including the Expiration Date of this Agreement. The decision to accept any buyer's offer is **Owner's** exclusive decision. **Listing Agency** has no independent authority to accept or agree to any offers on **Owner's** behalf.

5. **Assistance of Other Brokers.** **Listing Agency** is authorized to offer, accept, and enter into agency cooperation agreements with other real estate agents to assist with **Listing Agency's** marketing efforts to procure potential buyers. **Listing Agency's** participation in a Multiple Listing Service (MLS) is a form of this cooperation.

   There are two types of cooperating agents.
   - **A. Buyer's Agents** represent their buyer clients.
   - **B. Broker's Agents** represent the **Listing Agency** with unrepresented buyer customers.

   Owner shall have no responsibility for the actions or inactions of such **Buyer's Agents** or **Broker's Agents**.

   Listing Agency ☑ does ☐ does not cooperate with **Buyer's Agents**.
   Listing Agency ☑ does ☐ does not cooperate with **Broker's Agents**.

6. **Compensation. Brokerage commissions and compensation (the fee) are not set by law and are fully negotiable. Owner** acknowledges that any fees to be paid under this Agreement are solely and entirely a matter of negotiation between **Owner** and **Listing Agency** and are not in any way controlled, fixed or pre-established. **Owner** agrees to pay **Listing Agency** a fee for its services in the following manner:

   ☒ 3 % of the amount of the purchase price, or a fee of $_____;
   ☐ A fee determined as follows:

   Owner acknowledges that offering compensation to a cooperating agent is not required.
   ☐ **Owner** authorizes offers of compensation to a cooperating agent (complete section A **or** B).
   ☐ **Owner** does not authorize offers of compensation to a cooperating agent (**skip** sections A and B).

   ☐ **A.** **Owner** authorizes **Listing Agency** to share a portion of the above fee with cooperating agents/agencies, to be paid at closing:
      - **i.** To Buyer's Agency: a fee equal to _____ % of the purchase price, or $ _____
      - **ii.** To Broker's Agency: a fee equal to _____ % of the purchase price, or $ _____

   ☐ **B.** Owner does not authorize **Listing Agency** to share their fee. However, **Owner** agrees to pay the following additional fees at closing. These fees are in addition to the fee paid to the **Listing Agency** at closing.
      - **i.** To Buyer's Agency: a fee equal to _____ % of the purchase price, or $ _____
      - **ii.** To Broker's Agency: a fee equal to _____ % of the purchase price, or $ _____

   Compensation addendum attached: ☐ Yes ☐ No

Owner's Initials [ ] [ ] [ ] [ ]

Whether or not **Owner** has authorized compensation to a Buyer's Agency or Broker's Agency, **Owner** acknowledges that an offer may contain a request for compensation.

If, prior to the Expiration Date of this Agreement, **Listing Agency** presents an offer at or above the price stated herein, or at any other price established during the term of this Agreement (or any extension thereof), with no closing contingencies and a closing within a reasonable period of time from the date of the offer, **Owner** will pay the fee set forth herein whether or not **Owner** accepts that offer.

7. Compensation: Expiration and Termination.

A. **Owner** agrees to pay **Listing Agency** the fee if, during the term of this Agreement, the Property is sold or exchanged or if **Owner** enters into an agreement for the sale or exchange of the Property and all closing contingencies under such agreement or any amendment or modification thereof are satisfied. The fee shall also be due whether the closing of such agreement or any amendment or modification thereof occurs during the term of this Agreement or thereafter. **Owner** also agrees to pay **Listing Agency** the fee set forth in this Agreement if the Property is subject to a right of first refusal or option to purchase, and is sold to the holder of the right of first refusal or option to purchase as a result of **Listing Agency** presenting **Owner** with an offer to purchase the Property or as a result of any other marketing efforts by **Listing Agency.**

If this Agreement expires prior to the closing of any agreement for the sale or exchange of the Property entered into by **Owner** during the term of this Agreement, **Listing Agency** shall be entitled to the fee set forth above whether or not this Agreement is renewed or extended beyond the Expiration Date. In addition, **Owner** authorizes **Listing Agency** to provide services with respect to any agreement for sale or exchange of the Property entered into during the term of this Agreement up to the closing of such agreement, whether or not this Agreement is renewed or extended beyond the Expiration Date. This authorization extends only to activities of **Listing Agency** concerning a sale or exchange agreement for the Property made during the term of this Agreement and does not authorize or obligate **Listing Agency** to provide services concerning any other offer or agreement concerning the Property after the Expiration Date.

B. **Owner** agrees to pay the full fee if this Agreement has expired or is terminated and **Owner** closes or enters into a sale, lease, or exchange agreement for the Property and **Listing Agency** is the procuring cause thereof within 180 days(s) after the Expiration Date or earlier termination of this Agreement. **Listing Agency** shall provide **Owner** with written notice of all persons on account of whom it may be entitled to a fee under this paragraph within ten (10) calendar days after the Expiration Date or earlier termination of this Agreement. **Listing Agency** will be regarded as the procuring cause, and procuring cause is established if the **Listing Agency's** efforts are the foundation upon which the negotiations had begun. **Owner** is not obligated to pay the fee if **Owner** has entered into a subsequent bona fide Exclusive Right to Market Agreement with similar terms and conditions, including duration and compensation, to this Agreement.

8. Confidentiality. Listing Agency shall exercise ordinary and necessary care to protect confidential information provided by **Owner** from disclosure to other agents in **Listing Agency** who are not designated agents under this Agreement unless **Owner** provides prior authorization for such disclosure. However, a designated agent may reveal confidential information provided by **Owner** to their supervising licensee to the extent necessary

Owner's Initials [ ] [ ] [ ] [ ]

to obtain proper guidance, provided the supervising licensee is not acting as a designated agent for another party with an interest in the **Owner's** Property. A supervising licensee receiving such confidential information shall protect such information from further disclosure. **Owner** acknowledges and agrees that disclosure of confidential information can be made to a supervising licensee to ensure that **Listing Agency** and any designated agent appointed under this Agreement are properly fulfilling their responsibilities and obligations to **Owner.**

9. **Conflict of Interest.** The State of Vermont prohibits dual agency where a real estate licensee represents the buyer and the seller in the same transaction. **Listing Agency** provides brokerage services to both sellers and buyers and enters into agreements with buyers to provide brokerage services. **Owner** acknowledges and consents to such representation. **Owner** understands, consents, and agrees that **Listing Agency** may enter into representation agreements with buyers for the purchase of similar properties, and may also represent other sellers who are selling similar properties.

10. **Owner Disclosures.** The following disclosures shall be made by **Owner** and provided by **Listing Agency** to buyers.
    A. **Lead-Based Paint Disclosure.** If the Property includes a residential dwelling built before 1978, **Owner** must disclose **Owner's** actual knowledge of lead-based paint or lead-based paint hazards and must provide Buyer with any records, test results or other information in **Owner's** possession. The Property ☑ does ☐ does not include a residential dwelling built before 1978 and, therefore, ☑ is ☐ is not subject to Federal Lead-Based Paint Regulations.
    B. **Mandatory Flood Disclosure.** 27 V.S.A. § 380 requires an **Owner** of real property in Vermont to disclose actual knowledge of the flood status of their property to the Buyer.
    C. **Seller's Property Information Report.** Seller's Property Information Report ☑ will ☐ will not be provided to **Listing Agency** by **Owner.**

Smoke and Carbon Monoxide Detectors. Properties are required to have smoke detectors and carbon monoxide detectors installed per State law. A signed disclosure, stating such devices are installed and working, shall be signed by **Owner** at closing.

11. **Accuracy of Information Concerning the Property. Owner** represents to **Listing Agency** that, to the best of **Owner's** knowledge, all information provided is complete, correct, accurate, not misleading and does not leave out any material information about the Property. **Owner** agrees to indemnify and hold **Listing Agency,** any Broker's Agency, Buyer's Agency, and any MLS to which a listing of the Property is submitted, harmless from any and all loss, damage, claim or liability, including attorney's fees, arising out of any inaccurate, misleading or undisclosed information or facts about the Property whether made by **Owner** in this Agreement or made by **Owner** during the course of **Listing Agency's** marketing efforts. The provisions of this section shall apply to and include information in any Seller's Property Information Report.

Owner further warrants and represents that this Agreement contains the signatures of all **Owners** of the Property or their legally authorized agents and that the person(s) signing this Agreement as **Owner** constitute **all** of the persons required to enter into a Purchase and Sale Contract for the Property and to convey all interests in the Property.

Owner's Initials | | | | |

12. Marketing Options.

a. **Owner** ☑ does ☐ does not grant **Listing Agency** permission to submit this listing to a Multiple Listing Service (MLS). **Listing Agency** shall market the Property in accordance with the procedures, rules and regulations of the MLS. Offers of compensation are prohibited in the MLS and no reference to compensation is permitted. In the event **Owner** does not grant permission to **Listing Agency** to submit the listing to the MLS, **Owner** understands that the Clear Cooperation Policy prohibits any and all public marketing including, but not limited to print and electronic advertising, signage, flyers, window displays, email blasts, websites, and real estate apps accessible to the public.

b. **Owner** ☑ does ☐ does not authorize submission of **Owner's** name into the Multiple Listing Service.

c. **Owner** ☐ does ☑ does not grant **Listing Agency** authority to permit cooperating agents to show the Property without **Listing Agency** being present.

d. **Owner** ☑ does ☐ does not grant **Listing Agency** authority to disclose to cooperating Agents or prospective buyers the existence (but not the terms or amounts) of other offers to purchase the Property.

e. **Owner** ☐ does ☑ does not grant **Listing Agency** permission to place and maintain a lockbox on the Property.

f. **Owner** ☑ does ☐ does not grant **Listing Agency** permission to take photographs, digital images or provide virtual tours of the Property to be used for marketing.

g. **Owner** ☐ does ☑ does not grant **Listing Agency** permission to place and maintain a "For Sale" sign upon the Property.

h. Additional Terms and Conditions concerning this Agreement or marketing options:
Listing will not be entered into MLS until all photography and research has been completed which is expected to be on or before March 1, 2025.

13. Marketing Materials. **Owner** acknowledges that marketing material including but not limited to videos, photos, property information, data, etc. may be difficult, if not impossible, to remove from third-party websites and internet-based syndicators. **Owner** therefore releases all Agents/Agencies from any liability and/or responsibility regarding the inability to remove said marketing materials.

14. Interest on Contract Deposit/Forfeit of Contract Deposit. Under Vermont law, if interest on any contract deposit is reasonably expected to earn less than one hundred dollars ($100.00), the contract deposit will be placed in a pooled interest-bearing trust account and the interest earned thereon will be remitted to the Vermont Housing Finance Agency (VHFA) to be used in the Agency's mortgage programs. If interest on any contract deposit is reasonably expected to earn more than one hundred dollars ($100.00), Vermont law provides that the contract deposit may be placed in a separate interest-bearing account if requested by the Buyer.

In the event any contract deposit or portion thereof is paid to **Owner** as a result of a breach or claimed breach of a Purchase and Sale Contract by a Buyer, **Listing Agency** shall be entitled to receive, as a liquidated and agreed upon sum, one-half of the deposit, together with one-half of any interest accrued thereon to which **Owner** is entitled, provided the total amount paid to **Listing Agency** shall not exceed

Owner's Initials | | | | |

the fee which would otherwise be due under this Agreement. It is agreed that this allocation of any contract Buyer's forfeit of a deposit is a liquidated damage provision which is solely intended to compensate **Listing Agency** for reasonably estimated losses, costs and expenses and is neither a penalty for a Buyer's breach nor an incentive to **Owner** or Buyer to perform any purchase agreement.

15. **Taxes.** Prior to entering into any agreement for the sale of the Property, **Owner** should obtain legal, accounting and/or other professional assistance to determine the tax and other legal obligations imposed by any sale of the Property including, but not limited to, Federal and State income taxes (including capital gains), Foreign Investment in Real Property Tax Act (FIRPTA), Vermont Land Gains Tax, and Vermont Non-Resident Income Tax Withholding. If **Owner** is not a resident of Vermont or is a foreign citizen, the provisions of the Vermont Non-Resident Income Tax Withholding and/or FIRPTA may require withholding a portion of closing proceeds and/or payment of taxes to Federal and Vermont taxing authorities.

16. **Permits.** **Owner** acknowledges and understands that certain State and Local permits and disclosures may govern the use of the Property, including those required by Act 250. If such permits are required for the use of the Property or the Property is not in compliance with such permits, a Buyer may be unwilling or unable to close. To the best of the **Owner's** knowledge, the property is in compliance with any existing permits. Further, **Owner** has not received notice of any permit violation that has not been cured or resolved.

17. **Non-Discrimination and Fair Housing in Marketing.** **Listing Agency** shall market the Property with respect to Federal and State Fair Housing Laws and any other laws or regulations relating to discrimination. **Listing Agency** will perform the services enumerated in this agreement without regard to any person's race, sex, sexual orientation, gender identity, age, marital status, religious creed, color, national origin, handicap, or because a person intends to occupy the Property with one or more minor children, is a victim of abuse, or is a recipient of public assistance.

18. **Wire Fraud.** **Owners** are advised to never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number and to verify that the contact information is legitimate. **Owners** should exercise extreme caution when wiring funds in real estate transactions.

19. **Surveillance.** **Owners** should be aware there are potential legal ramifications to streaming and/or recording audio and video of individuals while at the Property. **Owners** should seek legal advice prior to participating in such activities. Surveillance equipment ☐ is ☑ is not present.

20. **Term of Agreement/Binding Effect/Severability.** This Agreement shall not be for a period in excess of twelve (12) months. It cannot be cancelled or terminated prior to the Expiration Date unless **Owner** and **Listing Agency** mutually agree to such cancellation or termination in writing or **Listing Agency** is required to terminate this Agreement due to a conflict of interest. However, if **Owner** directs or insists that **Listing Agency** market the Property in a manner that would , in the judgment of **Listing Agency**, violate applicable law or subject **Listing Agency** to civil or regulatory liability, **Listing Agency** shall have the right to terminate this Agreement by written notice to **Owner** whereupon all obligations of **Listing Agency** under this Agreement shall terminate and **Listing Agency** shall have no further responsibility in any manner whatsoever to **Owner.** This Agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, personal representatives and assigns. If any provision of this Agreement shall be

Owner's Initials | | | | |

determined by a court to be invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

21. **Dispute Resolution System/Fees and Costs to Prevailing Party.** **Listing Agency** recommends the use of a dispute resolution system that utilizes mediation as an alternative to litigation in the event of any dispute or claim arising out of or relating to this Agreement. In the event of any litigation or lawsuit between **Owner** and **Listing Agency** arising out of or relating to this Agreement, or to the services provided to **Owner** by **Listing Agency,** the substantially prevailing party shall be entitled to the costs and expenses thereof, including reasonable attorney's fees.

22. **Modification and Amendment.** This Agreement and all modifications, amendments or changes thereto, including any changes in the listed price, shall be in writing signed by **Owner** and authorized agent of **Listing Agency** and may be signed electronically.

23. **Term of Agreement.** **Commencement Date:** 02/11/2025 **Expiration Date:** 02/10/2026 **(at midnight EST/EDT)**

OWNER ACKNOWLEDGES HAVING READ ALL PROVISIONS OF THIS AGREEMENT PRIOR TO SIGNING.

UNDERSTOOD AND AGREED:

Pall Spera Company Realtors LLC	Pall Spera	Pall Spera	2/7/2025
Listing Agency	Designated Agent	(Signature)	Date

PO Box 539, Stowe, VT 05672			
Street Address/PO Box	City/Town	State	Zip

802-253-9771	8022539771	pall.spera@pallspera.com
Phone	Cell	Email

Owner:				
	(Signature)	Phone/Cell	Email	Date
Owner:				
	(Signature)	Phone/Cell	Email	Date
Owner:				
	(Signature)	Phone/Cell	Email	Date
Owner:				
	(Signature)	Phone/Cell	Email	Date

Contact information to which all notices to Owner(s) under this Agreement shall be sent:

38 Gilcrist Road	Stowe	VT	05672
Street Address/PO Box	City/Town	State	Zip

		dgmudgett@gmail.com
Phone	Cell	Email

Vermont Association of Realtors®

PALL SPERA COMPANY, REALTORS®

EQUAL HOUSING OPPORTUNITY

SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER

Date Prepared: _____

Seller's Name(s): Dean G. Mudgett _____ _____

_____ _____

Physical Property Address: _____
Street City/Town

Type of Property: ☐ Single Family Residence ☐ Multi-Family Residence (duplex, triplex, etc.)
☐ Condominium/Townhouse ☐ Land Only ☐ Commercial

Use of Property: ☐ Primary Residence ☐ Vacation Property ☐ Rental Property ☐ Other: _____

INTRODUCTION: This Report provides information from the Seller based on Seller's personal knowledge concerning the above Property. Unless otherwise disclosed, Seller does not have any expertise in construction, architecture, engineering, surveying or any other skills thatwould provide Seller with special knowledge concerning the condition of the Property. Other than having owned the Property, Seller has no greater knowledge about the Property than that which could be obtained by a careful inspection performed by or on behalf of a potential buyer. The real estate agents involved with the sale of this Property do not conduct or perform any inspection of the Property. Unless otherwise disclosed, Seller has not inspected or examined those portions of the Property that are generally inaccessible. **THIS REPORT DOES NOT CONSTITUTE A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY REAL ESTATE AGENT CONCERNING THE CONDITION OF THE PROPERTY. THIS REPORT IS NOT A SUBSTITUTE FOR A PROPERTY INSPECTION. BUYER HAS THE OPPORTUNITY TO REQUEST THAT SELLER AGREE TO A PROPERTY INSPECTION AS PART OF ANY CONTRACT FOR THE SALE OF THE PROPERTY.**

INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Answer ALL questions. (3) Disclose conditions that you know about that affect the Property. (4) Attach additional pages to this Report if additional information is provided. (5) IF YOU DO NOT KNOW THE FACTS, WRITE "DON'T KNOW." DO NOT GUESS THE ANSWER TO ANY QUESTION.

THE STATEMENTS IN THIS REPORT ARE MADE BY THE SELLER.
THEY ARE NOT STATEMENTS OR REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT(S).

1. LAND (SOILS, DRAINAGE, BOUNDARIES AND EASEMENTS)

(a)	Has any fill or off-site material been placed on the Property?	☐ YES	☐ NO	☐ DON'T KNOW
(b)	Do you know of any sliding, settling, subsidence, earth movement, upheaval or earthstability problems that have affected the Property?	☐ YES	☐ NO	☐ DON'T KNOW
(c)	Is the Property located in a federal flood hazard zone or wetlands, public waters or conservation zones designated by federal, state or local statute, regulation or ordinance?	☐ YES	☐ NO	☐ DON'T KNOW
(d)	Do you know of any past or present drainage, high water table, or flood problems affecting the Property?	☐ YES	☐ NO	☐ DON'T KNOW
(e)	Is the Property served by a road maintained by the municipality?	☐ YES	☐ NO	☐ DON'T KNOW
(f)	If the answer to (e) above is "No," how is the road serving the property maintained? ☐ Road Maintenance Agreement ☐ Homeowners/Road Association ☐ Shared Driveway Other (explain): _____ Annual Cost(s): _____			
(g)	Are there public or private landfills or dumps (compacted or otherwise) on the Property or on any abutting property?	☐ YES	☐ NO	☐ DON'T KNOW

Seller's Initials ☐ ☐ ☐ ☐ Purchaser's Initials ☐ ☐ ☐ ☐

(h)	Are there currently any underground fuel storage tanks on the Property? If "Yes," Fuel Type: _____	☐ YES	☐ NO	☐ DON'T KNOW
(i)	Have there been any underground fuel storage tanks on the Property in the past? If "Yes," have they been removed? _____ When? _____ By whom? _____	☐ YES	☐ NO	☐ DON'T KNOW
(j)	Do you know the location of the boundary lines of the Property?	☐ YES	☐ NO	☐ DON'T KNOW
(k)	Are the boundary lines of the Property marked in any way? If "Yes," how are they marked? _____	☐ YES	☐ NO	☐ DON'T KNOW
(l)	Has the Property been surveyed? If "Yes," when? _____ By whom? _____	☐ YES	☐ NO	☐ DON'T KNOW
(m)	Are copies of any of the following available? ☐ Site Plan ☐ Survey ☐ Tax Map ☐ Subdivision Plan/Sketch	☐ YES	☐ NO	☐ DON'T KNOW
(n)	Are there any easements or rights of way affecting the Property?	☐ YES	☐ NO	☐ DON'T KNOW
(o)	Are there any boundary line disputes, claims of adverse possession, encroachments, or zoning set back violations affecting the Property?	☐ YES	☐ NO	☐ DON'T KNOW
Further explanation of any of the above:				

2. MECHANICAL, ELECTRICAL, APPLIANCES & OTHER SYSTEMS

HEATING/AIR CONDITIONING/HOT WATER SYSTEMS

(a)	**Heating System (check all that apply):** ☐ Base Board ☐ Hot Air ☐ Radiant ☐ Heat Pump ☐ Direct ☐ Vent ☐ Steam Other (explain): _____ Age of Furnace/Boiler: _____ ☐ Don't Know Primary Fuel Type: ☐ Oil ☐ Natural Gas ☐ Propane ☐ Electric ☐ Wood ☐ Wood Pellet ☐ Coal ☐ Solar ☐ Geothermal ☐ Other (explain) _____ Primary Annual Fuel Usage: _____ Gallons (or other measure) Date Range _____ Provider: _____ Secondary Fuel Type: ☐ Oil ☐ Natural Gas ☐ Propane ☐ Electric ☐ Wood ☐ Wood Pellet ☐ Coal ☐ Solar ☐ Geothermal ☐ Other (explain): _____ Secondary Annual Fuel Usage: _____ Gallons (or other measure) Date Range _____ Provider: _____ If propane, who owns propane tank? ☐ Owner ☐ Propane Supplier ☐ Association Property used: ☐ Full Time ☐ Seasonally *Fuel consumption may vary by user, number of occupants and weather conditions.*
(b)	**Air Conditioning:** ☐ YES ☐ NO If "Yes," describe type and number of units (central, heat pump, window, etc.) _____
(c)	**Hot Water System (check all that apply):** ☐ Hot Water Tank ☐ Domestic/Off Boiler ☐ On Demand ☐ Heat Pump Water Heater Age of Hot Water System: _____ ☐ Don't Know Fuel Type: ☐ Oil ☐ Electric ☐ Natural Gas ☐ Propane ☐ Coal ☐ Solar ☐ Wood Pellet ☐ Other _____ Hot Water Tank is: ☐ Owned ☐ Rented If rented, from whom: _____ Monthly rental fee: $ _____
(d)	**Alternative Energy System(s) (check all that apply):** ☐ Solar ☐ Wind ☐ Hydroelectric ☐ Geothermal ☐ Unknown Energy returned to grid: ☐ YES ☐ NO Owned or Leased: _____
(e)	**Electrical System:** Electrical service panel has: ☐ Fuses ☐ Circuit Breakers ☐ Other (explain) _____ Annual electricity usage: $ _____ Date Range: _____ Electric utility provider: _____ Property used: ☐ Full ☐ Time Seasonally *Electricity consumption may vary by user, number of occupants, number of appliances and weather conditions.* Main Breaker Amperes: _____ Amps ☐ Don't Know
(f)	Has a Vermont Home Energy Profile been created? ☐ YES ☐ NO ☐ DON'T KNOW If yes, when? _____ By whom? _____
(g)	Are you aware of any problems or conditions that affect any of the above systems? ☐ YES ☐ NO If "Yes," explain in detail:

Seller's Initials ☐ ☐ ☐ ☐ Purchaser's Initials ☐ ☐ ☐ ☐

TELEPHONE/INTERNET/TELEVISION

(h)	Is landline telephone service present at the Property? ☐ YES ☐ NO If "Yes," current provider: _____
(i)	Is cellular telephone service available at the Property? ☐ YES ☐ NO If "Yes," list available providers: _____
(j)	Is internet service available at the Property? ☐ YES ☐ NO If "Yes", current provider: _____ If "Yes," service is: ☐ Dial Up ☐ Broadband ☐ Cable ☐ Satellite ☐ DSL ☐ Fiber Optic
(k)	Is television service available at the Property? ☐ YES ☐ NO If "Yes", current provider: _____ If "Yes," source is: ☐ Antenna ☐ Cable ☐ Satellite ☐ DSL ☐ Fiber Optic

OTHER EQUIPMENT AND APPLIANCES

(l) Check the items that will be ***included*** in the sale of the Property:

☐ Electric Garage Door Opener - Number of Transmitters _____ ☐ Security Alarm System ☐ Owned ☐ Leased
☐ Humidifier ☐ Dehumidifier ☐ Lawn Sprinklers ☐ Automatic Timer ☐ Smoke Detectors - How Many? _____
☐ Whirlpool Bath ☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub
☐ Pool/Spa Equipment (list): _____ ☐ Refrigerator ☐ Stove ☐ Hood/Fan ☐ Microwave Oven
☐ Dishwasher ☐ Garbage Disposal ☐ Trash Compactor ☐ Washer ☐ Dryer ☐ Central Vacuum ☐ Freezer
☐ Intercom ☐ Ceiling Fans ☐ Woodstove ☐ Sump Pump ☐ Well Pump ☐ Satellite Dish ☐ Indoor/Outdoor Grill
☐ Attic Fan(s) ☐ Window A/C ☐ Mini Split ☐ Compost Bin
☐ Wood/Gas/Pellet/Other Stove (describe): _____
☐ OTHER: _____

List additional equipment and appliances, including any AC units, that will be ***excluded*** from the sale of the Property:

Are any of the items that will be included in the sale of the Property in need of repair or replacement? ☐ YES ☐ NO
If "yes", explain in detail: _____

3. STRUCTURAL COMPONENTS

Type of construction (check all that apply)
☐ Manufactured ☐ Modular ☐ Wood Frame ☐ Other (describe): _____

Age of Building(s): Main Bldg. _____ Additions to Main Bldg. _____ Additional Building(s): (a) _____ (b) _____

Has Seller built or caused to be built any of the buildings on the Property, or made any additions, modifications, alterations or renovations to any building on the Property? ☐ Yes ☐ No
If "Yes," please explain:

If "yes," did you obtain all necessary permits and approvals for such work? ☐ Yes ☐ No ☐ Don't know

Check any of the following items that have significant defects or malfunctions or that need significant repair:
☐ Foundation ☐ Slab ☐ Chimney ☐ Fireplace ☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Windows ☐ Doors
☐ Storms/Screens ☐ Exterior Walls ☐ Driveway ☐ Sidewalks ☐ Pool ☐ Roof ☐ Outside Retaining Walls
☐ Other Structures/Components: _____
If any of the above items are checked, describe the defect, malfunction or item(s) that need significant repair: _____

Has there ever been damage to the Property or any of the structures from fire, wind, floods, earth movements or landslides?
☐ YES ☐ NO ☐ DON'T KNOW If "Yes," explain in detail, including any repairs:

Seller's Initials ☐ ☐ ☐ ☐ Purchaser's Initials ☐ ☐ ☐ ☐

BASEMENT/CELLAR/CRAWL SPACE:
Has there ever been any water leakage, accumulation of water, dampness or visible mold within the basement, cellar or any crawl space? ☐ YES ☐ NO
If "Yes," explain in detail: _____

Have there been any repairs or other attempts to control any water or dampness within the basement, cellar or crawl space?
☐ YES ☐ NO ☐ DON'T KNOW If "Yes," explain in detail, including any repairs: _____

Are any of the above recurring problems? ☐ YES ☐ NO If "Yes," what are the problems and how often have they recurred?

ROOF: ☐ Shingle ☐ Slate ☐ Metal ☐ Tile ☐ Other (describe) _____ ☐ Don't Know
Approximate age of roof? _____
Has the roof ever leaked since you have owned the Property? ☐ YES ☐ NO ☐ DON'T KNOW
If "Yes," explain: _____
Has the roof been replaced or repaired since you have owned the Property? ☐ YES ☐ NO ☐ DON'T KNOW
If "Yes," when? _____
Are there any current problems with the roof? ☐ YES ☐ NO ☐ DON'T KNOW
If "Yes," explain: _____

4. WATER SUPPLY

Special Notice: Water supplies, especially those that are not public or municipal supplies, are affected by many conditions about which Seller may have no knowledge or have any ability to control. These water supply systems can change, deteriorate or fail, often with no warning signs. *Seller makes no warranty or representation whatsoever that the water supply, including quality or quantity, will operate or continue to function for any period of time.* **Inspection of these systems by a qualified inspector is strongly recommended. As required by law, any Seller with a potable water supply that is not served by a public water system shall provide the Purchaser with an informational brochure developed by the Vermont Department of Health regarding Testing Water from Private Water Supplies within 72 hours of the execution of a contract for the purchase of the Property.**

TYPE OF WATER SYSTEM The Property is connected to and serviced by (check all applicable boxes):
☐ Public or Municipal ☐ Community ☐ Private ☐ Shared ☐ Driven Point Well ☐ On-site ☐ Off-site
☐ Drilled Well ☐ Dug Well ☐ Spring ☐ Lake/Pond ☐ None ☐ Don't Know ☐ Other _____
Water System Features: ☐ Cistern/Reservoir/Holding Tank ☐ Water Softener/Conditioner ☐ Reverse Osmosis
☐ Infrared Light ☐ Ultraviolet ☐ Other: _____ ☐ None ☐ Don't Know
Water Pipes are: ☐ Copper ☐ Galvanized ☐ Metal Lead ☐ PVC (Plastic) ☐ Combination ☐ Don't Know
Age of Water System: _____
If Drilled Well: Drilled by: _____ Tag #: _____ Depth: _____
Gallons Per Minute (at time of driller's report): _____ Date of driller's report: _____
What is the annual cost for municipal water $_____ Date Range: _____ Metered ☐ YES ☐ NO

CONDITION OF WATER AND WATER SYSTEM
Has the water been tested for coliform bacteria? ☐ YES ☐ NO ☐ DON'T KNOW
If "Yes," when? _____ By whom? _____ Results: _____
Has any other water quality or water chemistry testing been done? ☐ YES ☐ NO ☐ DON'T KNOW
If "Yes," when? _____ By whom? _____ Results: _____
Water softener ☐ YES ☐ NO If "Yes," ☐ Own ☐ Rent If rented, from whom: _____
Are you aware of low pressure in your water system? ☐ YES ☐ NO
Has your water supply ever run out or run low? ☐ YES ☐ NO If "Yes," describe: _____

Does the water have any odor, bad taste, cloudiness or discoloration? ☐ YES ☐ NO If "Yes," describe in detail: _____

Describe in detail any other problems you have had with your water system, including water quality or quantity:

Seller's Initials ☐ ☐ ☐ ☐ Purchaser's Initials ☐ ☐ ☐ ☐

5. SEWER/SEPTIC/WASTEWATER SYSTEM

Special Notice: Sewer septic and wastewater systems that are not public or municipal systems are not designed to perform indefinitely and are affected by many conditions about which Seller may have no knowledge or have any ability to control. In addition, the useful life of these systems is affected by the amount and type of use, soil conditions, maintenance, the inherent design of these systems and many other factors. *Seller makes no warranty or representation whatsoever that these systems will operate or continue to function for any period of time.* **Inspection of these systems by a qualified inspector is recommended. State and local permits may be required for sewer, septic and wastewater systems.**

TYPE OF SYSTEM The Property is connected to and serviced by (check appropriate boxes):
☐ Public or Municipal Sewer System ☐ Shared ☐ On-site septic/wastewater system ☐ Off-site septic/wastewater system
☐ Septic Tank ☐ New or Alternate Technology (explain technology) _____
☐ Holding Tanks ☐ Cesspool ☐ Sewage Pump ☐ Dry Well ☐ Conventional disposal area ☐ Mound System disposal area
☐ At Grade ☐ Other ☐ Don't Know If other, please explain: _____
What is the annual cost of municipal sewer? $_____ Date Range: _____

CONDITION OF SYSTEM If other than public or municipal sewer/wastewater system, answer the following:
Date system installed: _____ Is the system entirely on your Property? ☐ YES ☐ NO ☐ DON'T KNOW
If "No," where is it? _____

Has the system been repaired since you have owned the Property? ☐ YES ☐ NO If "Yes," when? _____
What was done? _____ By whom? _____

Type of septic tank: ☐ Concrete ☐ Metal ☐ Fiberglass ☐ Other (describe) _____ ☐ Don't Know
Septic tank capacity (in gallons) _____ ☐ Don't Know
Date Septic Tank Last Inspected? _____ ☐ Don't Know Reports of last inspection/pumping attached ☐ YES ☐ NO
Date Septic Tank Last Pumped? _____ ☐ Don't Know By whom? _____
If required by a State of Vermont wastewater permit, have required periodic maintenance/inspections been completed ☐ Yes ☐ No
If so, date of most recent service _____ Cost: $_____ By whom: _____

To your knowledge, is any portion of the system in need of repair or replacement? ☐ YES ☐ NO If "Yes," describe in detail:

Has the property been occupied as a primary residence for at least 181 days during any one calendar year between December 31, 1986 and December 31, 2006? ☐ YES ☐ NO ☐ DON'T KNOW

6. ADDITIONAL INFORMATION CONCERNING THE PROPERTY

(a)	Is Seller currently occupying the Property? If "No," how long has it been since Seller occupied? _____	☐ YES	☐ NO	
(b)	Are any property or development rights (e.g. conservation easements to Land Trusts, etc.) owned by others? If "Yes," by whom: _____	☐ YES	☐ NO	
(c)	Is property enrolled in Vermont's Current Use program?	☐ YES	☐ NO	
(d)	Has Seller received written notice of any violations of local, state or federal laws, building codes and/or zoning ordinances affecting the Property?	☐ YES	☐ NO	
(e)	Are there any property tax abatements, land use value appraisal, land use tax stabilization agreements or other special property tax arrangements applicable to the Property? If yes, explain: _____	☐ YES	☐ NO	☐ DON'T KNOW
(f)	If the house was built after December 31, 1997, is a Residential Building Energy Standard (RBES) certification available?	☐ YES	☐ NO	☐ DON'T KNOW
(g)	Has Seller received notice that the Property will be reassessed by any taxing authority during the next 12 months?	☐ YES	☐ NO	
(h)	Does the property have Urea-Formaldehyde Foam Insulation?	☐ YES	☐ NO	☐ DON'T KNOW
(i)	Does the Property have Asbestos and/or Asbestos Materials in the siding, walls, plaster, flooring, insulation, heating system?	☐ YES	☐ NO	☐ DON'T KNOW

Seller's Initials ☐ ☐ ☐ ☐ Purchaser's Initials ☐ ☐ ☐ ☐

(j)	Has the Property been tested for Radon Gas? If "Yes," when? _____ By whom? _____ Results: _____	☐ YES	☐ NO	☐ DON'T KNOW
(k)	Has paint containing lead been used on the Property?	☐ YES	☐ NO	☐ DON'T KNOW
(l)	Does the Property have evidence of mold? If "Yes," what has been done about the mold? _____	☐ YES	☐ NO	☐ DON'T KNOW
(m)	Are you aware of any off-site conditions in your neighborhood/community that could affect the value or desirability of the Property, such as noise, proposed major new development, relocation or major construction of roads or highways, proposed zoning changes, etc.? If "Yes," explain in detail: _____	☐ YES	☐ NO	
(n)	Is there any infestation by pests that affect the property? If "Yes," explain: _____	☐ YES	☐ NO	☐ DON'T KNOW
(o)	Do you have any knowledge of any damage to the Property caused by pests?	☐ YES	☐ NO	☐ DON'T KNOW
(p)	Is the Property currently under warranty or other coverage by a pest control company?	☐ YES	☐ NO	☐ DON'T KNOW
(q)	Do you know of any termite/pest control reports or treatments for the Property in the last five years?	☐ YES	☐ NO	☐ DON'T KNOW
(r)	Does the Property have any audio and/or video surveillance or recording equipment? If Yes, will said equipment be active during showings? ☐ Yes ☐ No	☐ YES	☐ NO	☐ DON'T KNOW
(s)	Further explanation of answers to any of the above:			

7. CONDOMINIUMS/SUBDIVISIONS/HOMEOWNERS' ASSOCIATIONS

(a)	Is the Property part of a condominium or other common interest ownership association or is it subject to covenants, conditions and restrictions (CC&R's)? If "Yes," Condo docs or CC&R's attached? _____	☐ YES	☐ NO	
(b)	Is there any defect, damage, or problem with any common elements or common areas? If "Yes," describe below.	☐ YES	☐ NO	☐ DON'T KNOW
(c)	Is there any condition or claim which may result in an increase in assessment or fees? If "Yes," describe below.	☐ YES	☐ NO	☐ DON'T KNOW
(d)	Are pets allowed? If yes, what is allowed? _____	☐ YES	☐ NO	☐ DON'T KNOW
(e)	Are there any rental restrictions? _____	☐ YES	☐ NO	
(f)	Are there any homeowners' association dues associated with the Property? If "Yes," amount: $_____ ☐ Monthly ☐ Quarterly ☐ Yearly	☐ YES	☐ NO	
(g)	Are there any special assessments on the Property? If "Yes," amount: $_____ ☐ Monthly ☐ Quarterly ☐ Yearly Purpose of special assessments: _____ Years or term remaining on any outstanding special assessments: _____	☐ YES	☐ NO	
(h)	Are there any current actions, disputes or lawsuits pending between the homeowners/ condominium owners' association and any other parties? If "Yes," describe below.	☐ YES	☐ NO	☐ DON'T KNOW
(i)	Do you know of any violations of local, state, or federal laws or regulations, condominium rules or CC&R's relating to the Property? If "Yes," describe below.	☐ YES	☐ NO	☐ DON'T KNOW
(j)	Contact person/manager for condominium/homeowner association: Name: _____ Phone number/e-mail _____			
Further explaination of any of the above:				

Seller's Initials ☐ ☐ ☐ ☐ Purchaser's Initials ☐ ☐ ☐ ☐

IS THERE ANYTHING ELSE THAT SHOULD BE DISCLOSED ABOUT THE CONDITION OF THE PROPERTY? (In answering this question, you should be guided by what you would want to know about the condition of the Property if you were buying it.)

☐ **YES** ☐ **NO** ☐ **DON'T KNOW OF ANYTHING ELSE. If "Yes," explain:**

SELLER'S STATEMENT: Seller is providing the information in this report to reduce the likelihood of DISPUTES or LEGAL ACTION concerning the sale of the Property. The information provided herein does not constitute any warranty, express or implied, by Seller about the Property or any feature of the Property. Seller hereby authorizes any real estate agent to provide a copy of this report to any prospective buyer. IN DELIVERING THIS REPORT TO A BUYER OR PROSPECTIVE BUYER, NO REPRESENTATION IS MADE BY ANY REAL ESTATE AGENT THAT THEY HAVE ANY INDEPENDENT OR PERSONAL KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY, THAT THEY HAVE MADE ANY INQUIRY OR INVESTIGATION ABOUT THE CONDITION OF THE PROPERTY OR ANY OF THE INFORMATION PROVIDED IN THIS REPORT BY SELLER OR THAT THEY HAVE VERIFIED THE INFORMATION PROVIDED IN THIS REPORT BY THE SELLER. Seller acknowledges that the information provided in this report is correct to the best of Seller's knowledge as of the date signed by Seller.

BUYER/PROSPECTIVE BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS REPORT ON THE DATE SET FORTH BELOW. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THIS REPORT PROVIDES INFORMATION ABOUT THE PROPERTY MADE BY THE SELLER AS OF THE ABOVE DATE. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR ANY REAL ESTATE AGENT. THIS REPORT IS NOT A SUBSTITUTE FOR ANY PROPERTY INSPECTION. BUYER/PROSPECTIVE BUYER MAY OBTAIN A PROPERTY INSPECTION. HOWEVER, ANY SUCH INSPECTION MUST BE BY WRITTEN AGREEMENT WITH SELLER. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THERE MAY BE MATTERS RELATING TO THE PROPERTY WHICH ARE NOT ADDRESSED IN THIS REPORT.

Seller: _____ (Signature) (Date)	Purchaser: _____ (Signature) (Date)
Seller: _____ (Signature) (Date)	Purchaser: _____ (Signature) (Date)
Seller: _____ (Signature) (Date)	Purchaser: _____ (Signature) (Date)
Seller: _____ (Signature) (Date)	Purchaser: _____ (Signature) (Date)

Vermont Mandatory Flood Disclosure

Date Prepared: 02/11/2025

Seller's Name(s): Dean G. Mudgett

Property Address: 38 Gilcrist Road (Street) Stowe (City/Town)

27 V.S.A. § 380 requires all Sellers of real property in Vermont to disclose the flood status of their property to the Purchaser. The FEMA search engine can be found at https://msc.fema.gov/portal/home.

Descriptions of FEMA's flood hazard areas can be found at https://www.fema.gov/glossary/flood-zones.

1	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Special Flood Hazard Area?	☐ Yes	☐ No
2	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Moderate Flood Hazard Area?	☐ Yes	☐ No
3	Has the real property been subject to flooding or flood damage while the seller possessed the property, including flood damage from inundation or from flood-related erosion or landslide damage?	☐ Yes	☐ No
3a	If yes, please describe:		
4	Does the seller maintain flood insurance on the real property?	☐ Yes	☐ No

Seller has completed this form personally, reviewed the FEMA map and associated data themselves, and has not relied upon anyone else to provide this information.

THE STATEMENTS IN THIS REPORT ARE MADE BY THE SELLER. THEY ARE NOT STATEMENTS OR REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT(S).

Seller: _____ (Signature) _____ (Date)

Seller: _____ (Signature) _____ (Date)

Seller: _____ (Signature) _____ (Date)

Seller: _____ (Signature) _____ (Date)

Purchaser acknowledges receipt of this Disclosure

Purchaser: _____ (Signature) _____ (Date)

Purchaser: _____ (Signature) _____ (Date)

Purchaser: _____ (Signature) _____ (Date)

Purchaser: _____ (Signature) _____ (Date)