

ARTICLE 9. RESIDENTIAL REAL ESTATE SALES DISCLOSURE

Rule 1. Residential Real Estate Sales Disclosure

876 IAC 9-1-1 Residential real estate sales disclosure

Authority: IC 32-21-5-7

Affected: IC 32-21-5-7

Sec. 1. (a) This rule establishes the seller's residential real estate sales disclosure form provided for in IC 32-21-5-7.


(b) The form appears in section 2 of this rule. (*Indiana Real Estate Commission; 876 IAC 9-1-1; filed May 22, 2014, 11:50 a.m.: 20140618-IR-876140061FRA, eff Jul 1, 2014; readopted filed Nov 19, 2020, 9:56 a.m.: 20201216-IR-876200513RFA*)

876 IAC 9-1-2 Residential sales disclosure; form

Authority: IC 32-21-5-7

Affected: IC 32-21-5

Sec. 2. The following is the seller's residential real estate sales disclosure form:

							Date (month, day, year)		
SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE									
State Form 46234 (R/1293)									
<p>Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1–4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.</p>									
Property address (number and street, city, state, ZIP code)									
1. The following are in the conditions indicated:									
A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Built-in Vacuum System					Cistern				
Clothes Dryer					Septic Field/Bed				
Clothes Washer					Hot Tub				
Dishwasher					Plumbing				
Disposal					Aerator System				
Freezer					Sump Pump				
Gas Grill					Irrigation Systems				
Hood					Water Heater/Electric				
Microwave Oven					Water Heater/Gas				
Oven					Water Heater/Solar				
Range					Water Purifier				
Refrigerator					Water Softener				
Room Air Conditioner(s)					Well				
Trash Compactor					Septic and Holding Tank/Septic Mound				
TV Antenna/Dish					Geothermal and Heat Pump				
TV Antenna/Dish					Other Sewer System (Explain)				
Other:					Swimming Pool and Pool Equipment				
							Yes	No	Do Not Know
					Are the structures connected to a public water system?				
					Are the structures connected to a public sewer system?				

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					Are there any additions that may require improvements to the sewage disposal system?				
					If yes, have the improvements been completed on the sewage disposal system?				
					Are the improvements connected to a private/community water system?				
					Are the improvements connected to a private/community sewer system?				
B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Air Purifier					Attic Fan				
Burglar Alarm					Central Air Conditioning				
Ceiling Fan(s)					Hot Water Heat				
Garage Door Opener/Controls					Furnace Heat/Gas				
Inside Telephone Wiring and Blocks/Jacks					Furnace Heat/Electric				
					Solar House-Heating				
Intercom					Wood burning Stove				
Light Fixtures					Fireplace				
Sauna					Fireplace Insert				
Smoke/Fire Alarm(s)					Air Cleaner				
Switches and Outlets					Humidifier				
Vent Fan(s)					Propane Tank				
60/100/200 Amp Service (Circle one)					Other Heating Source				
NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property that would significantly impair the health or safety of future occupants of the property or that, if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the premises.									
The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:									
Signature of Seller:				Date:	Signature of Buyer:				Date:
Signature of Seller:				Date:	Signature of Buyer:				Date:
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.									
Signature of Seller (at closing):				Date:	Signature of Seller (at closing):				Date:
Property Address (number and street, city, state, ZIP code)									
2. ROOF	YES	NO	DO NOT KNOW		4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW	
Age, if known: ____ Years					Do structures have aluminum wiring?				
Does the roof leak?					Are there any foundation problems with the structures?				
Is there present damage to the roof?					Are there any encroachments?				
Is there more than one layer of shingles on the house?					Are there any violations of zoning, building codes, or restrictive covenants?				
If yes, how many layers? _____					Is the present use a nonconforming use? Explain:				
					Is the access to your property via a private road?				
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW		Is the access to your property via a public road?				

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Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's? Explain:				Is the access to your property via an easement?			
				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			
				Are there any structural problems with the building?			
				Have any substantial additions or alterations been made without a required building permit?			
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?			
				Is there any damage due to wind, flood, termites, or rodents?			
				Have any structures been treated for wood destroying insects?			
				Are the furnace/woodstove/chimney/flue all in working order?			
				Is the property in a flood plain?			
				Do you currently pay flood insurance?			
				Does the property contain underground storage tank(s)?			
				Is the homeowner a licensed real estate broker?			
				Is there any threatened or existing litigation regarding the property?			
				Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association?			
				Is the property located within one (1) mile of an airport?			

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary)

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Signature of Seller:	Date:	Signature of Buyer:	Date:
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Signature of Seller (at closing):	Date:	Signature of Seller (at closing):	Date:

(Indiana Real Estate Commission; 876 IAC 9-1-2; filed May 22, 2014, 11:50 a.m.: 20140618-IR-876140061FRA, eff Jul 1, 2014; readopted filed Nov 19, 2020, 9:56 a.m.: 20201216-IR-876200513RFA)

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