

**PROFESSIONAL SERVICES DISCLOSURE AND ELECTION**  
 [See Guidelines (Form 760G) for instructions on completing this form]

**Draft 02-03-2020**

Property Address: \_\_\_\_\_ (“Property”)  
 Buyer or Seller: \_\_\_\_\_  
 Real Estate Firm: \_\_\_\_\_ (“Firm”)

1. There are professional services that typically are performed in connection with the purchase and sale of real estate. Buyer or Seller understands that Firm cannot give advice in certain matters that may relate to the purchase or sale of the Property, including but not limited to matters of law, taxation, financing, surveying, wood-destroying insect infestation, structural soundness of engineering.

REGARDING EACH PROFESSIONAL SERVICE LISTED BELOW, BUYER OR SELLER SHOULD EITHER SELECT THE SERVICE **PROVIDER LISTED** OR ELECT NOT TO HAVE THE SERVICE PERFORMED. **WITH RESPECT TO EACH SERVICE SELECTED, INDICATE WHO WILL ORDER THE SERVICE AND THE NAME OF THE SERVICE PROVIDER SELECTED BY BUYER OR SELLER. THIS FORM SHOULD BE AMENDED TO ADDRESS ADDITIONAL PROFESSIONAL SERVICES THAT ARE CONSIDERED AFTER IT IS FIRST COMPLETED.**

Service	Waived (Initial)	Selected (Initial)	Ordered By	Name(s) of Service Provider(s)
Accountant/CPA/Tax Advisor				
Appraisal				
Attorney (e.g. Title Exam/Title Ins./ Seller Document-Deed Prep/Closing)				
Home Warranty				
<b>Inspections:</b>				
Home				
HVAC				
Pool/Spa				
Radon*(see note below)				
Septic				
Well/Water Quality*(see note below)				
Wood/Pest Infestation				
Re-Inspections of agreed-upon repairs (if applicable)				
<b>Insurance:</b>				
Property				
Flood				
National Flood Insurance Program, Elevation Certificate				
Mortgage Loan				
Survey** (see note below)				

2. Buyer or Seller acknowledges Firm has recommended that Buyer or Seller consult with a professional for an opinion regarding each service listed above to be performed pursuant to Buyer or Seller's purchase or sale of the property. Buyer or Seller hereby agrees to indemnify and hold Firm harmless from and against any and all liability, claim, loss, damage, suit, or expense that Firm may incur either as a result of Buyer or Seller's selection and use of any of the listed service providers or Buyer or Seller's election not to have one or more of the listed services performed.

**\* NOTE REGARDING RADON AND OTHER ENVIRONMENTAL QUALITY ISSUES TESTING: In addition to testing for the presence of radon, consideration should be given to testing the air and any private drinking well water for the presence of other contaminants, including but not limited to, biological, chemical, and radiological contaminants. Buyer or Seller should consult with an air and/or water quality specialist regarding the need for and scope of any such testing.**

**\*\*NOTE REGARDING SURVEYS:** Situations arise all too often that could have been avoided if the buyer had obtained a new survey from a NC registered surveyor. A survey will normally reveal such things as encroachments on the Property from adjacent properties (fences, driveways, etc.); encroachments from the Property onto adjacent properties; road or utility easements crossing the Property; violations of set-back lines; lack of legal access to a public right-of-way; and indefinite or erroneous legal descriptions in previous deeds to the Property. Although title insurance companies may provide lender coverage without a new survey, the owner's policy contains an exception for easements, set-backs and other matters which would have been shown on a survey. Many such matters are not public record and would not be included in an attorney's title examination. In addition, if the buyer does not obtain their own survey, they would have no claim against a surveyor for inaccuracies in a prior survey.

**OTHER IMPORTANT NOTES:**

- ALTHOUGH FIRM MAY PROVIDE BUYER OR SELLER THE NAMES OF PROVIDERS WHO CLAIM TO PERFORM SERVICES IN ONE OR MORE OF THE LISTED AREAS, BUYER OR SELLER UNDERSTANDS THAT FIRM CANNOT GUARANTEE THE QUALITY OF SERVICE OR LEVEL OF EXPERTISE OF ANY SUCH PROVIDER.
- BUYER OR SELLER AGREES TO PAY THE FULL AMOUNT DUE FOR ALL SERVICES DIRECTLY TO THE SERVICE PROVIDER WHETHER OR NOT THE TRANSACTION CLOSES.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

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

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

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

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

Entity Buyer or Seller:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of individual agent

\_\_\_\_\_  
Real Estate Firm (print name)

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

Title: \_\_\_\_\_

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