



INSTRUCTIONS –  
NEW JERSEY REALTORS®  
SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

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1 Effective August 1, 2024, the New Jersey Real Estate Consumer Protection Enhancement Act, PL.2024,c32, requires sellers of  
2 residential property located in New Jersey to complete and sign a property condition disclosure statement as promulgated by the  
3 New Jersey Division of Consumer Affairs pursuant to N.J.A.C. 13:45A-29.1. This requires all sellers of residential real estate to  
4 provide the property condition disclosure statement to a prospective buyer before the prospective buyer becomes obligated under  
5 any contract for the purchase of the property.

6  
7 Additionally, the New Jersey Law of Flood Risk Notification, PL.2023,c93, requires sellers of all real property located in New  
8 Jersey to make certain supplemental disclosures concerning flood risks on the “Flood Risk Addendum” incorporated within the  
9 property condition disclosure statement. As a result of these two laws:

10  
11 • All sellers of **residential property** must complete Questions 1-108 on the property condition disclosure statement; and  
12  
13 • All sellers of **residential and non-residential (i.e. commercial)**, must complete the Flood Risk Addendum, Questions  
14 109-117, on the property condition disclosure statement.

15  
16 Moreover, regarding the property condition disclosure statement, the New Jersey Division of Consumer Affairs has provided the  
17 following instructions:

18  
19 *The purpose of the Property Condition Disclosure Statement (“Disclosure Statement”), including the Flood Risk Addendum, is to disclose the  
20 condition of the property, as of the date set forth on the Disclosure Statement or Flood Risk Addendum. The seller is under an obligation to disclose  
21 any known material defects in the property even if not addressed in this printed form. The seller alone is the source of all information contained in  
22 this form. All prospective buyers of the property are cautioned to carefully inspect the property and to carefully inspect the surrounding area for any  
23 off-site conditions that may adversely affect the property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer’s  
24 hiring of qualified experts to inspect the property.*

25  
26 *If a property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if  
27 the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters, and fireplaces.*

28  
29 *Pursuant to PL. 2024, c.32, completion of questions 1 through 108 is mandatory for all sellers of residential real property in the State. Sellers  
30 of residential real property must answer these questions before the purchaser becomes obligated under any contract for the purchase of the property.  
31 Questions 1 through 108 must be answered to the best of the seller’s knowledge, unless otherwise stated.*

32  
33 *Pursuant to N.J.S.A. 56:8-19.2, completion of the “Flood Risk Addendum” questions 109 through 117 of the Disclosure Statement, is mandatory  
34 for all sellers of real property (including both residential and non-residential property). Sellers of real property must answer these questions before the  
35 purchaser becomes obligated under any contract for the purchase of the property. This is the case regardless of whether a seller completes questions  
36 1-108 of the Disclosure Statement. Sellers must verify their answers to questions 109 and 110, and may do so using the Flood Risk Notification  
37 Tool located at [flooddisclosure.nj.gov](http://flooddisclosure.nj.gov). Questions 111 through 117 must be answered based on the seller’s actual knowledge.*

38  
39 *A seller must execute a separate acknowledgement for each portion of the Disclosure Statement that the seller completes. If a seller does not answer  
40 questions 1 through 108, no acknowledgement is required for that portion. However, the mandatory Flood Risk Addendum must still be completed  
41 and acknowledged in all cases.*

42  
43 Lastly, **New Jersey REALTORS® Seller’s Property Condition Disclosure Statement**, Form #140, includes an Addendum  
44 Regarding Statutory Disclosures & Other Items, Questions 118-136a, to be answered to the best of seller’s knowledge as required  
45 by law.





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SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

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56 Property Address: 16 Agawam Dr.  
57 Wayne NJ 07470 ("Property").

58 Seller: Brian + Susan Kresge  
59  ("Seller").

60 The purpose of this Disclosure Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set  
61 forth below. The Seller is aware that he or she is under an obligation to disclose any known material defects in the Property even if not  
62 addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property  
63 are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely  
64 affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts  
65 to inspect the Property.

66 If your Property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or  
67 features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.

68 **OCCUPANCY**

69 Yes      No      Unknown



70 1. Age of House, if known 1984  
71 2. Does the Seller currently occupy this Property?  
72 If not, how long has it been since Seller occupied the Property?  
73 3. What year did the Seller buy the Property? 2009  
74 3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of  
75 the Property? If "yes," please attach a copy of it to this form.

76 **ROOF**

77 Yes      No      Unknown



78 4. Age of roof 2012  
79 5. Has roof been replaced or repaired since Seller bought the Property?  
80 6. Are you aware of any roof leaks?  
81 7. Explain any "yes" answers that you give in this section: Superstorm Sandy  
82 damaged shingles. Entire roof was replaced

83 **ATTIC, BASEMENTS AND CRAWL SPACES** (Complete only if applicable)

84 Yes      No      Unknown



85 8. Does the Property have one or more sump pumps?  
86 8a. Are there any problems with the operation of any sump pump?  
87 9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl  
88 spaces or any other areas within any of the structures on the Property?  
89 9a. Are you aware of the presence of any mold or similar natural substance within the basement or  
90 crawl spaces or any other areas within any of the structures on the Property?  
91 10. Are you aware of any repairs or other attempts to control any water or dampness problem in the  
92 basement or crawl space? If "yes," describe the location, nature and date of the repairs:  
93 \_\_\_\_\_  
94 11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify  
95 location:  
96 12. Are you aware of any restrictions on how the attic may be used as a result of the manner in which  
97 the attic or roof was constructed?  
98 13. Is the attic or house ventilated by:  a whole house fan?  an attic fan?  
99 13a. Are you aware of any problems with the operation of such a fan?



111 14. In what manner is access to the attic space provided?  
 112  staircase  pull down stairs  crawl space with aid of ladder or other device  
 113  other \_\_\_\_\_

114 15. Explain any "yes" answers that you give in this section:  
 115 \_\_\_\_\_  
 116 \_\_\_\_\_  
 117 \_\_\_\_\_

118 **TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS**

119 Yes No Unknown

120

121

122

123

124

125

126 16. Are you aware of any termites/wood destroying insects, dry rot, or pests affecting the Property?  
 127 17. Are you aware of any damage to the Property caused by termites/wood destroying insects, dry rot, or pests?  
 128 18. If "yes," has work been performed to repair the damage?  
 129 19. Is your Property under contract by a licensed pest control company? If "yes," state the name and address of the licensed pest control company:  
 130 20. Are you aware of any termite/pest control inspections or treatments performed on the Property in the past?  
 131 21. Explain any "yes" answers that you give in this section: Have been spray treated for ~~ants~~ ants.

132 **STRUCTURAL ITEMS**

133 Yes No Unknown

134

135

136

137

138

139

140

141

142

143 22. Are you aware of any movement, shifting, or other problems with walls, floors, or foundations, including any restrictions on how any space, other than the attic or roof, may be used as a result of the manner in which it was constructed?  
 144 23. Are you aware if the Property or any of the structures on it have ever been damaged by fire, smoke, wind or flood?  
 145 24. Are you aware of any fire retardant plywood used in the construction?  
 146 25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or retaining walls on the Property?  
 147 26. Are you aware of any present or past efforts made to repair any problems with the items in this section?  
 148 27. Explain any "yes" answers that you give in this section. Please describe the location and nature of the problem: There is a crack in the concrete of the front porch. It is the same size it was when we bought the property. There is a crack in the lower right front corner of the concrete of the garage. Again it is the same as when we purchased.

149 **ADDITIONS/REMODELS**

150 Yes No Unknown

151

152

153 28. Are you aware of any additions, structural changes or other alterations to the structures on the Property made by any present or past owners?  
 154 29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give in this section:  
 155 \_\_\_\_\_  
 156 \_\_\_\_\_  
 157 \_\_\_\_\_

158 **PLUMBING, WATER AND SEWAGE**

159 Yes No Unknown

160

161

162 30. What is the source of your drinking water?  
 163  Public  Community System  Well on Property  Other(explain) \_\_\_\_\_  
 164 31. If your drinking water source is not public, have you performed any tests on the water?  
 165 If so, when? \_\_\_\_\_  
 166 Attach a copy of or describe the results: \_\_\_\_\_  
 167      
 168 32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any location other than the sewer, septic, or other system that services the rest of the Property?  
 169 33. When was well installed? \_\_\_\_\_  
 170 Location of well? \_\_\_\_\_

171   34. Do you have a softener, filter, or other water purification system?  Leased  Owned  
172  
173   35. What is the type of sewage system?  
174    Public Sewer  Private Sewer  Septic System  Cesspool  Other (explain):  
175  
176   36. If you answered "septic system," have you ever had the system inspected to confirm that it is a  
177 true septic system and not a cesspool?  
178   37. If Septic System, when was it installed? \_\_\_\_\_  
179   38. When was the Septic System or Cesspool last cleaned and/or serviced? \_\_\_\_\_  
180   39. Are you aware of any abandoned Septic Systems or Cesspools on your Property? \_\_\_\_\_  
181  
182   39a. If "yes," is the closure in accordance with the municipality's ordinance? Explain: \_\_\_\_\_  
183  
184  
185  
186   40. Are you aware of any leaks, backups, or other problems relating to any of the plumbing systems and  
187 fixtures (including pipes, sinks, tubs and showers), or of any other water or sewage related problems?  
188 If "yes," explain: \_\_\_\_\_  
189   41. Are you aware of the presence of any lead piping, including but not limited to any service line,  
190 piping materials, fixtures, and solder. If "yes," explain: \_\_\_\_\_  
191    42. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage  
192 tanks, or dry wells on the Property?  
193    43. Is either the private water or sewage system shared? If "yes," explain: \_\_\_\_\_  
194  
195   44. Water Heater:  Electric  Fuel Oil  Gas  
196 Age of Water Heater 5/2025 - 6 months  
197 44a. Are you aware of any problems with the water heater?  
198 45. Explain any "yes" answers that you give in this section: \_\_\_\_\_

## HEATING AND AIR CONDITIONING

Yes      No      Unknown

46. Type of Air Conditioning:  
 Central one zone  Central multiple zone  Wall/Window Unit  None

47. List any areas of the house that are not air conditioned: attic basement  
+ garage

48. What is the age of Air Conditioning System? 2014

49. Type of heat:  Electric  Fuel Oil  Natural Gas  Propane  Unheated  Other

50. What is the type of heating system? (for example, forced air, hot water or base board, radiator, steam heat) forced air

51. If it is a centralized heating system, is it one zone or multiple zones? one zone

52. Age of furnace 2014 Date of last service: 10/2025

53. List any areas of the house that are not heated: basement attic garage

54. Are you aware of any tanks on the Property, either above or underground, used to store fuel or other substances?

55. If tank is not in use, do you have a closure certificate?

56. Are you aware of any problems with any items in this section? If "yes," explain:

## WOODBURNING STOVE OR FIREPLACE

Yes      No,      Unknown

57. Do you have  wood burning stove?  fireplace?  insert?  other  
57a. Is it presently usable?  
58. If you have a fireplace, when was the flue last cleaned? \_\_\_\_\_  
58a. Was the flue cleaned by a professional or non-professional? \_\_\_\_\_  
59. Have you obtained any required permits for any such item?  
60. Are you aware of any problems with any of these items? If "yes," please explain: \_\_\_\_\_

231 **ELECTRICAL SYSTEM**

232 Yes No Unknown

233     
234     
235     
236

237 61. What type of wiring is in this structure?  Copper  Aluminum  Other  Unknown  
238 62. What amp service does the Property have?  60  100  150  200  Other  Unknown  
239 63. Does it have 240 volt service? Which are present  Circuit Breakers,  Fuses or  Both?  
240 64. Are you aware of any additions to the original service?  
241 If "yes," were the additions done by a licensed electrician? Name and address: \_\_\_\_\_  
242

243     
244     
245

246 65. If "yes," were proper building permits and approvals obtained?  
247 66. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair?  
248 67. Explain any "yes" answers that you give in this section: \_\_\_\_\_  
249

250 **LAND (SOILS, DRAINAGE AND BOUNDARIES)**

251 Yes No Unknown

252     
253     
254     
255     
256     
257     
258

259 68. Are you aware of any fill or expansive soil on the Property?  
260 69. Are you aware of any past or present mining operations in the area in which the Property is located?  
261 70. Is the Property located in a flood hazard zone?  
262 71. Are you aware of any drainage or flood problems affecting the Property?  
263 72. Are there any areas on the Property which are designated as protected wetlands?  
264 73. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage or other easements affecting the Property?  
265 74. Are there any water retention basins on the Property or the adjacent properties?  
266 75. Are you aware if any part of the Property is being claimed by the State of New Jersey as land presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain: \_\_\_\_\_  
267

268

269 76. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, bulkheads, etc.) or maintenance agreements regarding the Property?  
270 77. Explain any "yes" answers to the preceding questions in this section: \_\_\_\_\_  
271

272

273 78. Do you have a survey of the Property?

274 **ENVIRONMENTAL HAZARDS**

275 Yes No Unknown

276    
277    
278    
279

280 79. Have you received any written notification from any public agency or private concern informing you that the Property is adversely affected, or may be adversely affected, by a condition that exists on a property in the vicinity of this Property? If "yes," attach a copy of any such notice currently in your possession.  
281 79a. Are you aware of any condition that exists on any property in the vicinity which adversely affects, or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water, and/or physical structures present on this Property? If "yes," explain: \_\_\_\_\_  
282

283    
284

285 80. Are you aware of any underground storage tanks (UST) or toxic substances now or previously present on this Property or adjacent property (structure or soil), such as polychlorinated biphenyl (PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium, thorium, lead or other hazardous substances in the soil? If "yes," explain: \_\_\_\_\_  
286

287    
288

289 81. Are you aware if any underground storage tank has been tested?  
290 (Attach a copy of each test report or closure certificate if available.)  
291 82. Are you aware if the Property has been tested for the presence of any other toxic substances, such as lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others?  
292 (Attach copy of each test report if available.)  
293 83. If "yes" to any of the above, explain: \_\_\_\_\_  
294

83a. If "yes" to any of the above, were any actions taken to correct the problem? Explain: \_\_\_\_\_

84. Is the Property in a designated Airport Safety Zone?

## DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS AND CO-OPS

Yes      No      Unknown

85. Are you aware if the Property is subject to any deed restrictions or other limitations on how it may be used due to its being situated within a designated historic district, or a protected area like the New Jersey Pinelands, or its being subject to similar legal authorities other than typical local zoning ordinances?

86. Is the Property part of a condominium or other common interest ownership plan?  
 86a If so, is the Property subject to any covenants, conditions, or restrictions as a result of its being

86a. If so, is the Property subject to any covenants, conditions, or restrictions as a result of its being part of a condominium or other form of common interest ownership?

87. As the owner of the Property, are you required to belong to a condominium association or homeowners association, or other similar organization or property owners?

87a. If so, what is the Association's name and telephone number? Point View Home Owners Association 319-238-6200

87b. If so, are there any dues or assessments involved? owners association 201-434-5200

If "yes," how much? \$275/year

89. Are you aware of any condition or claim which may result in an increase in assessments or fees?

90. Since you purchased the Property, have there been any changes to the rules or by-laws of the Association that impact the Property?

91. Explain any "yes" answers you give in this section: \_\_\_\_\_

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## MISCELLANEOUS

Yes      No      Unknown

92. Are you aware of any existing or threatened legal action affecting the Property or any condominium or homeowners association to which you, as an owner, belong?

93. Are you aware of any violations of Federal, State or local laws or regulations relating to this Property?

94. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming

94. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming uses, or set-back violations relating to this Property? If so, please state whether the condition is pre-existing non-conformance to present day zoning or a violation to zoning and/or land use laws. \_\_\_\_\_

95. Are you aware of any public improvement, condominium or homeowner association assessments against the Property that remain unpaid? Are you aware of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected?

96. Are there any liens or other encumbrances on the Property?

96. Are there mortgages, encumbrances or liens on this Property?

96a. Are you aware of any reason, including a defect in title, that would prevent you from conveying clear title?

97. Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form? (A defect is "material," if a reasonable person would attach importance to its existence or non-existence in deciding whether or how to proceed in the transaction.) If "yes," explain: \_\_\_\_\_

98. Other than water and sewer charges, utility and cable tv fees, your local property taxes, any special assessments and any association dues or membership fees, are there any other fees that you pay on an ongoing basis with respect to this Property, such as garbage collection fees?

99. Explain any other "yes" answers you give in this section:

351 **RADON GAS** Instructions to Owners

352 By law (N.J.S.A. 26:2D-73), a Property owner who has had his or her Property tested or treated for radon gas may require that information  
353 about such testing and treatment be kept confidential until the time that the owner and a buyer enter into a contract of sale, at which time  
354 a copy of the test results and evidence of any subsequent mitigation or treatment shall be provided to the buyer. The law also provides that  
355 owners may waive, in writing, this right of confidentiality. As the owner(s) of this Property, do you wish to waive this right?

356 Yes  No

357   
(Initials)

358   
(Initials)

360 If you responded "yes," answer the following questions. If you responded "no," proceed to the next section.

362 Yes No Unknown

363   100. Are you aware if the Property has been tested for radon gas? (Attach a copy of each test report if  
364 available.)

365   101. Are you aware if the Property has been treated in an effort to mitigate the presence of radon gas?  
(If "yes," attach a copy of any evidence of such mitigation or treatment.)

366   102. Is radon remediation equipment now present in the Property?

367   102a. If "yes," is such equipment in good working order?

370 **MAJOR APPLIANCES AND OTHER ITEMS**

371 The terms of any final contract executed by the Seller shall be controlling as to what appliances or other items, if any, shall be included  
372 in the sale of the Property. Which of the following items are present in the Property? (For items that are not present, indicate "not  
373 applicable.")

375 Yes No Unknown N/A

376   103. Electric Garage Door Opener

377   103a. If "yes," are they reversible? Number of Transmitters 2 for left door  
1 for right door

378   104. Smoke Detectors

379    Battery  Electric  Both How many 3

380    Carbon Monoxide Detectors How many 3

381   Location basement 1st floor 2nd floor

382   105. With regard to the above items, are you aware that any item is not in working order?

383   105a. If "yes," identify each item that is not in working order or defective and explain the nature  
384 of the problem: \_\_\_\_\_

386    106.  In-ground pool  Above-ground pool  Pool Heater  Spa/Hot Tub

387   106a. Were proper permits and approvals obtained?

388   106b. Are you aware of any leaks or other defects with the filter or the walls or other structural or  
389 mechanical components of the pool or spa/hot tub?

390   106c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?

391 107. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)

392 Y Refrigerator

393 Y Range

394 N Microwave Oven

395 Y Dishwasher

396 N/A Trash Compactor

397 Y Garbage Disposal

398 Y In-Ground Sprinkler System

399 N/A Central Vacuum System

400 N/A Security System

401 Y Washer

402 Y Dryer

403 N/A Intercom

404 Other \_\_\_\_\_

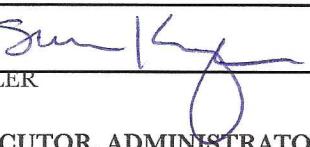
405 108. Of those that may be included, is each in working order? yes

406 If "no," identify each item not in working order, explain the nature of the problem: \_\_\_\_\_

407 \_\_\_\_\_

411 **ACKNOWLEDGMENT OF SELLER**

412 The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's  
413 knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing  
414 or assisting the Seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller  
415 alone is the source of all information contained in this statement. \*If the Seller relied upon any credible representations of another, the  
416 Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.  
417

		SELLER	DATE	SELLER	DATE
		SELLER	DATE	SELLER	DATE

420 **EXECUTOR, ADMINISTRATOR, TRUSTEE (if applicable)**

421 The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure Statement.

SIGNED	DATE	SIGNED	DATE
--------	------	--------	------

422 **RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

423 The undersigned Prospective Buyer acknowledges receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to  
424 this Property. Prospective Buyer acknowledges that this Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's  
425 responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer acknowledges that the Property may be  
426 inspected by qualified professionals, at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer  
427 further acknowledges that this form is intended to provide information relating to the condition of the land, structures, major systems and  
428 amenities, if any, included in the sale. This form does not address local conditions which may affect a purchaser's use and enjoyment of  
429 the Property such as noise, odors, traffic volume, etc. Prospective Buyer acknowledges that they may independently investigate such local  
430 conditions before entering into a binding contract to purchase the Property. Prospective Buyer acknowledges that he or she understands  
431 that the visual inspection performed by the Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional  
432 home inspection as performed by a licensed home inspector.

PROSPECTIVE BUYER	DATE	PROSPECTIVE BUYER	DATE
PROSPECTIVE BUYER	DATE	PROSPECTIVE BUYER	DATE

451 **ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**

452 The undersigned Seller's real estate broker/broker-salesperson/salesperson acknowledges receipt of the Property Disclosure Statement  
453 form and that the information contained in the form was provided by the Seller.

454 The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the Property with reasonable  
455 diligence to ascertain the accuracy of the information disclosed by the Seller, prior to providing a copy of the property disclosure statement  
456 to the buyer.

457 The Prospective Buyer's real estate broker/broker-salesperson/salesperson also acknowledges receipt of the Property Disclosure Statement  
458 form for the purpose of providing it to the Prospective Buyer.

SELLER'S REAL ESTATE BROKER/ BROKER-SALESPERSON/SALESPERSON	DATE
--	------

PROSPECTIVE BUYER'S REAL ESTATE BROKER/ BROKER-SALESPERSON/SALESPERSON	DATE
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469 **SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT CONTINUES ON NEXT PAGE**



NEW JERSEY REALTORS®  
SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT  
ADDENDUM REGARDING FLOOD RISK

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471 Pursuant to N.J.S.A. 56:8-19.2, all Sellers of real property (including both residential and non-residential property) must complete  
472 questions 109-117 below.

473 Sellers of real property must answer these questions before the purchaser becomes obligated under any contract for the purchase of the  
474 Property. This is the case regardless of whether the Seller completes questions 1-108. Sellers must verify their answers to questions 109-  
475 110, and may do so using the Flood Risk Notification Tool located at [njreal.to/flood-disclosure](http://njreal.to/flood-disclosure). Questions 111-117 must be answered  
476 based on the Seller's actual knowledge.

477  
478 Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding  
479 now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level  
480 rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding.  
481 In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at  
482 greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage  
483 originated in or after 2020.

484  
485 To learn more about these impacts, including the flood risk to your Property, visit [njreal.to/flood-disclosure](http://njreal.to/flood-disclosure). To learn more about how to  
486 prepare for a flood emergency, visit [njreal.to/flood-planning](http://njreal.to/flood-planning).

487 Yes      No      Unknown

488           

489 109. Is any or all of the Property located wholly or partially in the Special Flood Hazard Area ("100-year  
490 floodplain") according to FEMA's current flood insurance rate maps for your area?

491           

492 110. Is any or all of the Property located wholly or partially in a Moderate Risk Flood Hazard Area  
493 ("500-year floodplain") according to FEMA's current flood insurance rate maps for your area?

494                 

495 111. Is the Property subject to any requirement under federal law to obtain and maintain flood  
496 insurance on the Property?

497 *Properties in the special flood hazard area, also known as high risk flood zones, on FEMA's flood insurance rate  
498 maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance.  
499 Even when not required, FEMA encourages property owners in high risk, moderate risk, and low risk flood zones  
500 to purchase flood insurance that covers the structure and the personal property within the structure. Also note that  
501 properties in coastal and riverine areas may be subject to increased risk of flooding over time due to projected sea level  
502 rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate  
503 maps.*

504                 

505 112. Have you ever received assistance, or are you aware of any previous owners receiving assistance,  
506 from FEMA, the U.S. Small Business Administration, or any other federal disaster flood assistance  
507 for flood damage to the Property?

508 *For properties that have received federal disaster assistance, the requirement to obtain flood insurance passes down  
509 to all future owners. Failure to obtain and maintain flood insurance can result in an individual being ineligible for  
510 future assistance.*

511                 

512 113. Is there flood insurance on the Property?

513 *A standard homeowner's insurance policy typically does not cover flood damage. You are encouraged to examine your  
514 policy to determine whether you are covered.*

515                 

516 114. Is there a FEMA elevation certificate available for the Property? If so, the elevation certificate  
517 must be shared with the buyer.

518 *An elevation certificate is a FEMA form, completed by a licensed surveyor or engineer. The form provides critical  
519 information about the flood risk of the Property and is used by flood insurance providers under the National Flood  
520 Insurance Program to help determine the appropriate flood insurance rating for the Property. A buyer may be able to  
521 use the elevation certificate from a previous owner for their flood insurance policy.*

522                 

523 115. Have you ever filed a claim for flood damage to the Property with any insurance provider,  
524 including the National Flood Insurance Program?

525 If the claim was approved, what was the amount received? \$\_\_\_\_\_

526                 

527 116. Has the Property experienced any flood damage, water seepage, or pooled water due to a natural  
528 flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?

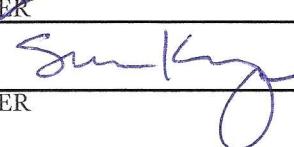
529 If so, how many times? \_\_\_\_\_



526 117. Explain any "yes" answers that you give in this section: \_\_\_\_\_  
527 \_\_\_\_\_  
528 \_\_\_\_\_  
529 \_\_\_\_\_  
530

531 **ACKNOWLEDGMENT OF SELLER**

532 The undersigned Seller affirms that the information set forth in the above Flood Risk Addendum to the Disclosure Statement is accurate  
533 and complete to Seller's actual knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real  
534 estate brokerage firm representing or assisting the Seller to provide this completed Flood Risk Addendum to the Disclosure Statement  
535 to all prospective buyers of the Property, and to other real estate agents. Seller alone is the source of all information contained in this  
536 statement. \*If the Seller relied upon any credible representation of another, the Seller should state the name(s) of the person(s) who made  
537 the representation(s) and describe the information that was relied upon.

 12/30/25	SELLER	DATE	SELLER	DATE
 12/30/25	SELLER	DATE	SELLER	DATE

549 **EXECUTOR, ADMINISTRATOR, TRUSTEE (if applicable)**

550 The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure Statement.

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554 SIGNED DATE SIGNED DATE

555 **RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

556 The undersigned Prospective Buyer acknowledges receipt of this completed Flood Risk Addendum to the Disclosure Statement prior  
557 to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this completed Flood Risk Addendum to  
558 the Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's responsibility to satisfy himself or herself as to the  
559 condition of the Property. Prospective Buyer acknowledges that the Property may be inspected by qualified professionals, at Prospective  
560 Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to  
561 provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form  
562 does not address local conditions which may affect a purchaser's use and enjoyment of the Property such as noise, odors, traffic volume,  
563 etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding contract  
564 to purchase the Property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the Seller's  
565 real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed home  
566 inspector.

PROSPECTIVE BUYER	DATE	PROSPECTIVE BUYER	DATE
PROSPECTIVE BUYER	DATE	PROSPECTIVE BUYER	DATE

576 **SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT CONTINUES ON NEXT PAGE**

586 **ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**

587 The undersigned Seller's real estate broker/broker/broker-salesperson/salesperson acknowledges receipt of this completed Flood Risk  
588 Addendum to the Disclosure Statement and that the information contained in this form was provided by the Seller.

589  
590 The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the Property with reasonable  
591 diligence to ascertain the accuracy of the information disclosed by the Seller, prior to providing a copy of the property disclosure statement  
592 to the buyer.

593  
594 The Prospective Buyer's real estate broker/broker/broker-salesperson also acknowledges receipt of this completed Flood Disclosure  
595 Addendum to the Property Disclosure for the purpose of providing it to the Prospective Buyer.

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598 SELLER'S REAL ESTATE BROKER/ DATE  
599 BROKER-SALESPERSON/SALESPERSON:

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603 PROSPECTIVE BUYER'S REAL ESTATE BROKER/ DATE  
604 BROKER-SALESPERSON/SALESPERSON

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645 ADDENDUM REGARDING STATUTORY DISCLOSURES & OTHER ITEMS CONTINUES ON NEXT PAGE



NEW JERSEY REALTORS®  
SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT  
ADDENDUM REGARDING STATUTORY DISCLOSURES & OTHER ITEMS

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646 **SOLAR PANEL SYSTEMS** Pursuant to PL.2023, c312

647 This section is applicable if the Property is serviced by a Solar Panel System, which means a system of solar panels designed to absorb the  
648 sunlight as a source of energy for generating electricity or heating, any and all inverters, net meter, wiring, roof supports and any other  
649 equipment pertaining to the Solar Panels (collectively, the "Solar Panel System"). This information may be used, among other purposes,  
650 to prepare a Solar Panel Addendum to be affixed to and made a part of a contract of sale for the Property.

651 Yes  No

652 Is the Property serviced by a Solar Panel System?

653 If you responded "yes," answer the following questions.

654 Yes  No  Unknown

655 118. When was the Solar Panel System Installed? \_\_\_\_\_  
656 118a. What is the name and contact information of the business that installed the Solar Panel System? \_\_\_\_\_

657

658 118b. Do you have documents and/or contracts relating to the Solar Panel System? If "yes," please  
659 attach copies to this form.

660

661 119. Are SRECs available from the Solar Panel System?

662

663 119a. If SRECs are available, when will the SRECs expire? \_\_\_\_\_

664

665 120. Is there any storage capacity on the Property for the Solar Panel System?

666

667 121. Are you aware of any defects in or damage to any component of the Solar Panel System? If yes,  
668 explain: \_\_\_\_\_

669 **Choose one of the following three options:**

670

671 122a. The Solar Panel System is financed under a power purchase agreement or other type of financing  
672 arrangement which requires me/us to make periodic payments to a Solar Panel System provider  
673 in order to acquire ownership of the Solar Panel System ("PPA")? If yes, proceed to **Section A**  
674 below.

675

676 122b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to **Section B** below.

677

122c. I/we own the Solar Panel System outright. If yes, you do not have to answer any further questions.

678 **SECTION A - THE SOLAR PANEL SYSTEM IS SUBJECT TO A PPA**

679 123. What is the current periodic payment amount? \$\_\_\_\_\_

680 124. What is the frequency of the periodic payments (check one)?  Monthly  Quarterly

681 125. What is the expiration date of the PPA, which is when you will become the owner of the Solar  
682 Panel System? \_\_\_\_\_ ("PPA Expiration Date")

683

684 126. Is there a balloon payment that will become due on or before the PPA Expiration Date?

685 127. If there is a balloon payment, what is the amount? \$\_\_\_\_\_

686 **Choose one of the following three options:**

687 128a. Buyer will assume my/our obligations under the PPA at Closing.

688 128b. I/we will pay off or otherwise obtain cancellation of the PPA as of the Closing so that the Solar  
689 Panel System can be included in the sale free and clear.

690 128c. I/we will remove the Solar Panel System from the Property and pay off or otherwise obtain  
691 cancellation of the PPA as of the Closing.

692 **SECTION B - THE SOLAR PANEL SYSTEM IS SUBJECT TO A LEASE**

693 129. What is the current periodic lease payment amount? \$\_\_\_\_\_

694 130. What is the frequency of the periodic lease payments (check one)?  Monthly  Quarterly

695 131. What is the expiration date of the lease? \_\_\_\_\_

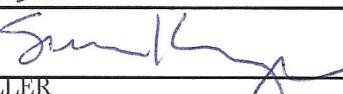
696 **Choose one of the following two options:**

697 132a. Buyer will assume our obligations under the lease at Closing.

698 132b. I/we will obtain an early termination of the lease and will remove the Solar Panel System prior  
699 to Closing.



701 **SECTION C - THE SOLAR PANEL SYSTEM IS SUBJECT TO ENERGY CERTIFICATE(S)**  
702                
703      133. Are Solar Transition Renewable Energy Certificates ("TRECs") available from the Solar Panel  
704      System?  
705                
706      133a. If TRECs are available, when will the TRECs expire? \_\_\_\_\_  
707      134. Are Solar Renewable Energy Certificates IIs ("SREC IIs") available from the Solar Panel System?  
708      134a. If SREC IIs are available, when will the SREC IIs expire? \_\_\_\_\_709 **WATER INTRUSION** Pursuant to N.J.S.A. 56:8-19.1710      Yes    No    Unknown  
711              712      135. Are you aware of any water leakage, accumulation or dampness, the presence of mold or other  
713      similar natural substance, or repairs or other attempts to control any water or dampness problem on  
714      the Property? If yes, please describe the nature of the issue and any attempts to repair or control it:  
715  
716  
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719  
720721      If yes, pursuant to New Jersey law, the **buyer** of the real Property is advised to refer to the 'Mold  
722      Guidelines for New Jersey Residents' pamphlet issued by the New Jersey Department of Health  
723      ([njrealto/mold-guidelines](http://njrealto/mold-guidelines)) and has the right to request a physical copy of the pamphlet from the  
724      real estate broker, broker-salesperson, or salesperson.725 **SECONDARY POWER SOURCE** Pursuant to PL.2025, c19726      Yes    No    Unknown  
727          728      136. Is there a secondary power source at the Property (i.e. permanently installed combustion  
729      generators, solar panels, battery storage systems, or any other supplemental source of electrical  
730      energy)?  
731732      136a. If "yes," is a label installed within 18 inches of the main electrical panel and electrical meter  
733      warning of the dangers associated with the secondary power sources?734 **ACKNOWLEDGMENT OF SELLER**735 The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's  
736 knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing  
737 or assisting the Seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller  
738 alone is the source of all information contained in this statement. \*If the Seller relied upon any credible representations of another, the  
739 Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.740 

	12/30/25	SELLER	DATE
	12/30/25	SELLER	DATE

  
741 SELLER DATE SELLER DATE  
742 SELLER DATE SELLER DATE  
743 SELLER DATE SELLER DATE  
744745 **EXECUTOR, ADMINISTRATOR, TRUSTEE** (if applicable)746 The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure Statement.  
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SIGNED	DATE	SIGNED	DATE
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759760 **ADDENDUM REGARDING STATUTORY DISCLOSURES & OTHER ITEMS CONTINUES ON NEXT PAGE**

761 **RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

762 The undersigned Prospective Buyer acknowledges receipt of this completed Statutory Disclosures & Other Items Addendum to Disclosure  
763 Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this completed Statutory  
764 Disclosures & Other Items Addendum is not a warranty by Seller and that it is Prospective Buyer's responsibility to satisfy himself or  
765 herself as to the condition of the Property. Prospective Buyer's acknowledges that the Property may be inspected by qualified professionals,  
766 at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is  
767 intended to provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale.  
768 This form does not address local conditions which may affect a purchaser's use and enjoyment of the Property such as noise, odors, traffic  
769 volume, etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding  
770 contract to purchase the Property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the  
771 Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed  
772 home inspector.

PROSPECTIVE BUYER	DATE	PROSPECTIVE BUYER	DATE
PROSPECTIVE BUYER	DATE	PROSPECTIVE BUYER	DATE

780 **ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**

781 The undersigned Seller's real estate broker/broker/broker-salesperson/salesperson acknowledges receipt of this Statutory Disclosures &  
782 Other Items Addendum to the Disclosure Statement and that the information contained in this form was provided by the Seller.

783 The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the Property with reasonable  
784 diligence to ascertain the accuracy of the information disclosed by the Seller, prior to providing a copy of the property disclosure statement  
785 to the buyer.

786 The Prospective Buyer's real estate broker/broker/broker-salesperson also acknowledges receipt of this completed Statutory Disclosures  
787 & Other Items Addendum to the Property Disclosure for the purpose of providing it to the Prospective Buyer.

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791  
792 SELLER'S REAL ESTATE BROKER/ DATE  
793 BROKER-SALESPERSON/SALESPERSON:

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797 PROSPECTIVE BUYER'S REAL ESTATE BROKER/ DATE  
798 BROKER-SALESPERSON/SALESPERSON