



RECEIPT OF REAL PROPERTY DISCLOSURE STATEMENT
Hawaii Association of Realtors® Standard Form
Revised 9/03 (NC) For Release 5/04



COPYRIGHT AND TRADEMARK NOTICE: This copyrighted Hawaii Association of REALTORS® Standard Form is licensed for use by the entire real estate industry on condition that there shall be no alteration of the printed portions, pagination, or paragraph numbers or breaks. The use of this form is not intended to identify the real estate licensee as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics.

Property Reference or Address: _____

Tax Map Key: Div. _____ /Zone _____ /Sec. _____ /Plat _____ /Parcel _____ /CPR _____ (if applicable).

Hawaii law, including Hawaii Revised Statutes ("HRS") Chapter 467 (Real Estate Brokers & Salespersons Licensing Laws), HRS Chapter 480 (Consumer Protection), HRS Chapter 508D (Seller's Disclosure Law, when applicable); and the National Association of REALTORS® Code of Ethics require the disclosure of information relating to the condition of the Property with respect to any past or present material facts, defects, and/or conditions.

By signing below, Buyer hereby acknowledges and agrees that Buyer has received a copy of Seller's Disclosure Statement for the above referenced property dated: _____ and prepared by: _____
(The Disclosure Statement provided must be signed and dated by Seller within six (6) months before or ten (10) calendar days after the acceptance of the DROA.)

Buyer further understands that:

1. The Disclosure Statement was prepared in good faith and with due care by Seller. Buyer may wish to obtain professional advice and/or inspections on the Property within the time frames of the DROA as agreed to by Buyer and Seller. Unless Buyer has been otherwise advised, Seller has not conducted any inspection of generally inaccessible areas of the Property. There may be material facts of which Seller is not aware which qualified experts may be able to discover or latent or hidden defects which time may reveal. The disclosures made by Seller are provided exclusively to Buyer involved in this DROA and does not apply to any subsequent sales *not* involving this Seller.
2. Responses cannot be considered to be substitutes for a careful inspection of the Property by Buyer and/or any inspections which Buyer may choose to obtain.
3. If "NTMK" is marked in response to any questions, Buyer recognizes that this does not mean there may not be a defect which an expert could discover or the passage of time would reveal. Likewise, Buyer recognizes that a problem may be more serious than Seller/Inspector knows.
4. This Disclosure Statement is not a warranty of any kind by Seller or by any agent representing Seller.
5. Unless otherwise agreed in the DROA, as provided in HRS section 508D-5(b)(2), Buyer shall have fifteen (15) calendar days from the date of receiving the Disclosure Statement to rescind the Offer to purchase the Property. Such rescission must be made in writing and provided to Seller or Seller's Agent. If timely written notice is provided, then all deposits made by Buyer shall be immediately returned to Buyer.

 Buyer Date

 Buyer Date

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

