Section 837. Remedies
A. The purchaser may recover in a civil action only in the event of any of the following:
   1. The failure of the seller to provide to the purchaser a disclaimer statement or a disclosure statement or any amendment prior to acceptance of an offer to purchase;
   2. The failure of the seller to disclose in the disclosure statement or any amendment prior to acceptance of an offer to purchase;
   3. The failure of the real estate licensee to disclose to the purchaser any defects in the property actually known to the real estate licensee prior to acceptance of an offer to purchase; and
   4. A real estate licensee has no duty to the seller or the purchaser regarding any disclosures required under the Residential Property Condition Disclosure Act as of to the disclosures to which the information being furnished is applicable.

Section 836. Duties of real estate licensee
A. A real estate licensee representing or assisting a seller has the duty to obtain from the seller a disclosure statement or a disclaimer statement and any amendment required by the Residential Property Condition Disclosure Act and to make such statement available to potential purchasers prior to acceptance of an offer to purchase.
B. A real estate licensee representing or assisting a purchaser has the duty to obtain and make available to the purchaser a disclaimer statement or a disclosure statement and any amendment required by the Residential Property Condition Disclosure Act prior to the acceptance of an offer to purchase.
C. A real estate licensee has the duty to disclose to the purchaser any defects in the property actually known to the licensee which are not included in the disclosure statement or any amendment.
D. A real estate licensee who has complied with the requirements of subsections A, B, and C of this section, as applicable, shall have no further duties to the seller or the purchaser regarding any disclosures required under the Residential Property Condition Disclosure Act.
E. A real estate licensee who has not complied with the requirements of subsections A, B, and C of this section shall be subject to disciplinary action by the Oklahoma Real Estate Commission as set forth in this act.

Section 838. Exemptions from application of act
A. This act does not apply to:
   1. Transfers pursuant to a court order, including, but not limited to, transfers by the court in the execution, transfers by eminent domain and transfers pursuant to an order for partition;
   2. Transfers to a mortgagee by a mortgagee or successor in interest who is in default, transfers by any foreclosure sale after default in an obligation secured by a mortgage, transfers by a mortgagee's

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THE RESIDENTIAL PROPERTY CONDITION DISCLOSURE ACT

Section 831. Short title: This act shall be known and may be cited as the "Residential Property Condition Disclosure Act."

Section 832. Definitions As used in this act:

1. "Offer to purchase" means an offer to purchase property made by a purchaser pursuant to a "written contract."

2. "Seller" means one or more persons who are attempting to transfer a possessory interest in property and who are either:
   a. represented by a real estate licensee; or
   b. not represented by a real estate licensee but receive a written request from the purchaser to deliver or cause to be delivered a disclaimer statement or disclosure statement as such terms are defined in paragraphs 11 and 12 of this section.

3. "Purchaser" means one or more persons who are attempting to acquire a possessory interest in property.

4. "Real estate licensee" means a person licensed under the Oklahoma Real Estate License Code.

5. "Transfer" means a sale or conveyance, exchange or option to purchase by written instrument of a possessory interest in property for consideration.

6. "Person" means an individual, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof.

7. "Contract" means a written agreement between a buyer and seller to purchase real property.

8. "Property" means residential real property improved with not less than one nor more than two dwelling units.

9. "Property condition" means a condition, malfunction or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property.

10. "Disclosure" means a written declaration required by this act based on actual knowledge of the seller or the property condition.

11. "Disclaimer statement" means the statement described in paragraph 1 of subsection A of section 3 of this act.

12. "Disclosure statement" means the statement described in paragraph 2 of subsection A of section 3 of this act.

Section 833. Disclaimer and disclosure statements

A. A seller of property located in this state shall deliver, or cause to be delivered, to the purchaser of such property one of the following:

1. A written property disclaimer statement on a form established by rule by the Oklahoma Real Estate Commission which states that the seller:
   a. has never occupied the property and makes no disclosures concerning the condition of the property, and
   b. has no actual knowledge of any defect or
   2. A written property condition disclosure statement on a form established by rule by the Oklahoma Real Estate Commission which shall include the information set forth in subsection B of this section.

B. 1. The disclosure statement shall include an identification of items or improvements which are included in the sale of the property and whether such items or improvements are in normal working order. The disclosures required shall also include a statement of whether the seller has actual knowledge of defects or information in relation to the following:
   a. water and sewer systems, including the source of household water, water treatment systems, sprinkler systems, occurrence of water in the heating and air conditioning ducts, water seepage or leakage, drainage or grading problems and flood zone status;
   b. structural systems, including the roof, walls, floors, foundation and any base ment;
   c. plumbing, electrical heating and air conditioning systems;
   d. existence of damage or evidence of wooddestroying organisms;
   e. major fire or tornado damage;
   f. land use matters;
   g. existence of hazardous or regulated materials and other conditions having an environmental impact;
   h. existence of prior manufacturing of methamphetamine;
   i. any other defects known to the seller, and
   j. any other matters the Oklahoma Real Estate Commission deems appropriate.

2. The disclosure statement shall include the following notices to the purchaser in bold and conspicuous type:
   a. "The information and statements contained in this disclosure statement are declaratory representations of the seller and are not the representations of the real estate licensee."
   b. "The information contained in this disclosure statement or any amendment to the disclosure statement required by this section must be in writing, shall be signed and dated by the seller, and the purchaser after an offer to purchase has been made, the offer to purchase shall be accepted only after the purchaser has acknowledged receipt of the required document and confirmed the offer to purchase."
   c. "The purchaser shall acknowledge in writing receipt of the disclaimer statement or the disclosure statement or any amendment to the disclosure statement. The purchaser shall sign and date any acknowledgment. Such acknowledgement should accompany the offer to purchase the property. If the purchase contract is not presented to the seller at the time the offer to purchase is made, the offer to purchase will be accepted only after the purchaser has acknowledged receipt of the required document and confirmed the offer to purchase."

Section 834. Delivery of statements

A. A seller should deliver either the disclaimer statement or disclosure statement as soon as practicable, but in any event it shall be delivered before acceptance of an offer to purchase.

B. If the disclaimer statement or disclosure statement is delivered after the offer to purchase has been made, the offer to purchase shall be accepted only after the purchaser has acknowledged receipt of the disclaimer statement or disclosure statement and confirmed the offer to purchase.

C. If the seller becomes aware of a defect after delivery to the purchaser of either a disclaimer statement or disclosure statement which discloses the newly discovered defect, the seller shall promptly deliver to the purchaser either a disclaimer statement or an amended disclosure statement which discloses the newly discovered defect.

Section 835. Limitation of seller's liability

A. The seller shall not be liable for a defect or other condition in the property if the existence of the defect or other condition in the property was disclosed in the disclosure statement or any amendment thereto before acceptance of the offer to purchase.

B. The seller shall not be liable for any erroneous, inaccurate or omitted information supplied to the purchaser as a disclosure required by this act.

Section 836. Statutory provisions of the Oklahoma real estate commission does not invalidate or make inapplicable any rule or any form adopted by the governor in accordance with the laws of the state.