the approximation was clearly identified as such and was reasonable and based on the best information available to the seller, and
b. the approximation was not used to circumvent the disclosure requirements of this act;
2. The error, inaccuracy or omission was not within the actual knowledge of the seller; or
2. The disclosure was based on information provided by public agencies and the seller reasonably believed the information to be correct.
C. The delivery by a public agency of any information required to be disclosed by the seller of the property shall satisfy the requirements of this act as 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 disclaimer statement or a disclosure 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 real estate licensee prior to acceptance of an offer to purchase and which were not included in the disclosure statement or any amendment provided to the purchaser;
D. The sole and exclusive civil remedy at common law or otherwise for a failure under subsection A of this section by the seller or the real estate licensee shall be an action for actual damages, including the cost of repairing the defect suffered by the purchaser as a result of a defect existing in the property as of the date of acceptance by the seller of an offer to purchase and shall not include the remedy of exemplary damages;
E. Any action brought under this act shall be commenced within two (2) years after the date of transfer of real property subject to this act.
F. This act applies to, regulates and determines the duties of real estate licensees through their Education and Recovery Fund fees.
G. This publication, printed by the University of Oklahoma Printing Services, is issued by the Oklahoma Real Estate Commission as authorized by Charla J. Slatoskky, Executive Director. The entire cost of preparing this publication has been borne by the Real Estate Licensees through their Education and Recovery Fund fees.

OKLAHOMA RESIDENTIAL PROPERTY CONDITION DISCLOSURE ACT
(TITLE 60, O.S. SECTION 831 ET SEQ.)
(EFFECTIVE JULY 1, 1995)
(MODIFIED AS OF JANUARY 1, 2008)

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 and 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 provided to the purchaser a defect which was actually known to the seller 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 which were not included in the disclosure statement or any amendment provided to the purchaser;
B. The sole and exclusive civil remedy at common law or otherwise for a failure under subsection A of this section by the seller or the real estate licensee shall be an action for actual damages, including the cost of repairing the defect suffered by the purchaser as a result of a defect existing in the property as of the date of acceptance by the seller of an offer to purchase and shall not include the remedy of exemplary damages;
C. Any action brought under this act shall be commenced within two (2) years after the date of transfer of real property subject to this act.
D. In any civil action brought under this act, the prevailing party shall be allowed court costs and a reasonable attorney fee to be set by the court and to be collected as costs.
E. A transfer of a possessory interest in property subject to this act may not be invalidated solely because of the failure of any person to comply with this act.
F. This act applies to, regulates and determines the duties of real estate licensees through their Education and Recovery Fund fees.

Section 838. Exemptions from application of act
A. This act does not apply to:
1. Transfers pursuant to court order, including, but not limited to, transfers pursuant to a writ of 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 upon default; transfers by any foreclosure sale after default in an obligation secured by a mortgage, transfers by a mortgagee's
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. "Person" means an individual, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof.

2. "Transfer" means a sale, conveyance or exchange of property, or a lease with an option to purchase property.

3. "Purchase" means one or more persons who are attempting to acquire a possessory interest in property and who are either:
   a. represented by a real estate licensee; or
   b. has no actual knowledge of any defect; and
   c. if the seller becomes aware of a defect after delivery of the disclaimer statement or disclosure statement to 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.

D. The purchaser shall acknowledge in writing receipt of the disclaimer statement or the disclosure statement along with any amendment to the disclaimer statement. The purchaser shall sign and date any acknowledgement. Such acknowledgement should accompany the offer to purchase the property. If the purchaser fails to sign and date the acknowledgement, the sale shall be cancelled and any deposit, earnest money or other consideration paid by the purchaser shall be refunded to the purchaser. If the required document is delivered to the purchaser before acceptance of the offer to purchase, the required document and the offer to purchase shall be promptly delivered to the seller. The purchaser may amend by rule the forms as is necessary and appropriate.

Section 835. Limitation of seller's liability.

A. The seller shall not be liable for a defect or other condition in the property, or the existence of the detect or other condition in the property was disclosed in the disclosure statement or any amend- ment required by the purchaser 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. After development of the initial forms, the Oklahoma Real Estate Commission may amend by rule the forms as is necessary and appropriate.