



# SECURED TITLE

O F K A N S A S C I T Y

Dear Homeowner,

As you begin the process of selling your home, we understand there are many decisions with which you are faced. Enclosed you will find information to make this process much easier and more enjoyable. After you find a buyer, bring the following to us and we will assist you with all of the details in closing the sale:

- 1) Completed Real Estate Purchase Contract
- 2) Completed Indemnity Agreement
- 3) Buyers Earnest Money Check

[Secured Title of Kansas City](#) has been assisting homebuyers and sellers in the KC Metro area since 1942 and has the reputation of providing "*Service Beyond Expectation*". We have a knowledgeable and professional staff that will work with you to ensure that your transaction closes on time and everything runs smoothly and efficiently.

The sale of your home involves one of the biggest assets you own, and you often need professional advice or assistance with the process. *We always encourage you to seek professional advice from a licensed real estate agent or an experienced real estate attorney to assist you.*

You may contact us at 913.906.9845 (KS) or 816.525.0050 (MO) with your questions and for a rate quote for title and closing fees – *you may be eligible for a discount on your title fees.*

We would appreciate your business, and look forward to serving you.

Sincerely,

Closing officers of  
Secured title of Kansas City



SECURED TITLE

O F K A N S A S C I T Y

Kansas: 913-906-9845

Missouri: 816-471-1560

[www.securedtitlekc.com](http://www.securedtitlekc.com)

**INDEMNITY AGREEMENT**

BE IT HEREBY KNOWN AND AGREED BETWEEN THE UNDERSIGNED SELLER(S) AND BUYER(S) THAT:

1. Each party, Seller and Buyer, represents themselves in this transaction and has not retained *Secured Title of Kansas City* or any of its employees to represent either party on an individual basis.
2. *Secured Title of Kansas City* or its employees represents neither Seller nor Buyer, but acts as an independent third party escrow agent, facilitating the real estate transaction.
3. *Secured Title of Kansas City* or its employees are disinterested third parties to this transaction and have advised all parties to seek legal review of all documents and issues in this transaction.
4. *Secured Title of Kansas City* and its employees are title and escrow agents and are not holding themselves out as licensed real estate agents and are not acting as such in this transaction.
5. That Buyer and Seller agree to hold harmless and indemnify *Secured Title of Kansas City* or its employees for any activity, which is not incident to the title or escrow closing process.

We hereby acknowledge and agree to the above statements.

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

\_\_\_\_\_ Seller

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

\_\_\_\_\_ Buyer



## **FOR SALE BY OWNER BUYER'S TO DO LIST**

- Submit purchase agreement and other purchase documents to Title Company and Lender ASAP
- Keep in contact with Lender to be sure they have everything needed (personal information) so that the loan can be processed and approved ASAP
- Submit proof of homeowner's insurance to Lender ASAP
- Review title commitment upon receipt and call Title Company with any questions
- Review inspections upon receipt and negotiate repairs with Seller, if applicable. Repairs, if any, need to be completed prior to closing
- Contact Lender to be sure all lender requirements have been met
- Contact Lender, Seller and Title Company 1-2 weeks prior to closing to set exact day and time for closing
- Contact Seller to make arrangements for final walk-thru prior to closing
- Transfer utilities as of day of closing/possession

### **DAY OF CLOSING**

- Bring cashier's check made payable to ***Secured Title of Kansas City*** for any balance that is due at closing
- **Bring a government issued picture ID to closing (driver's license, military ID, passport, etc.)**
- Bring your spouse (if applicable) to closing unless other arrangements have been made with Lender and Title Company
- Make arrangements with Seller for key exchange



## ***FOR SALE BY OWNER SELLER'S TO DO LIST***

- Submit purchase agreement and other purchase documents to Title Company ASAP
- Provide Title Company with social security number(s), the name(s) of the mortgage company(s) and loan number(s) for each mortgage filed against the property (1<sup>st</sup> loan, 2<sup>nd</sup> loan or bridge loan)
- Review title commitment and assist Title Company with clearing requirements, if applicable
- Review inspections upon receipt and negotiate repairs with buyer, if applicable. Repairs, if any, need to be done prior to closing. If repair is required by Buyer's lender, contact lender to re-inspect prior to closing
- Submit repair invoices (if any) to Title Company as soon as possible prior to closing
- Contact Buyer, Lender and Title Company 1-2 weeks prior to closing to set exact day and time for closing
- Bring your spouse (if applicable) unless other arrangements have been made with the Title Company. Bring a government issued picture ID (driver's license, military ID, passport, etc.) to the appointment
- Contact Buyer to make arrangements for final walk-thru prior to closing
- Transfer utilities as of day of closing/possession

### **AFTER CLOSING**

- Make arrangements with Buyer for key exchange
- Contact insurance agent to cancel homeowner's insurance
- Cancel automatic payments, if any

**AUTHORIZATION FOR**  
**PAYOFF STATEMENT REQUEST**

ATTENTION: **PAYOFF DEPARTMENT**

TO (Lender): \_\_\_\_\_

DATE: \_\_\_\_\_

FROM: **Secured Title of Kansas City;** \_\_\_\_\_

---

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RE: PROPERTY OWNER: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

LOAN NUMBER: \_\_\_\_\_

FIGURE PAYOFF, WITH PER DIEM, THROUGH: \_\_\_\_\_

CLOSING DATE: \_\_\_\_\_

OWNER(S) SIGNATURE: \_\_\_\_\_

OWNER(S) SOCIAL SECURITY NUMBER: \_\_\_\_\_

Please send us a written payoff statement on the above referenced mortgage. We will need the payoff prior to the indicated "closing date".

Please note if this account is being escrowed for insurance and taxes. If so, state if taxes and insurance have been paid current. Please indicate the amount and the date last paid.

Please fax the statement with the requested information to my attention at:

\_\_\_\_\_.

Thank you in advance for your time.

Sincerely,



# Real Estate Purchase Contract

*This Agreement*, Made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between \_\_\_\_\_  
party of the First Part, hereinafter referred to as "Seller", whether one or more, and \_\_\_\_\_  
\_\_\_\_\_ party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in \_\_\_\_\_ County, State of \_\_\_\_\_, to wit:

Address and Legal Description: \_\_\_\_\_  
\_\_\_\_\_

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the above-described property, the sum of \_\_\_\_\_.  
in manner following to-wit: \_\_\_\_\_  
\_\_\_\_\_

3. The Seller agrees to furnish to the Buyer an owner's policy of the title insurance, to the above described real property, certified to date, showing a merchantable title, vested in the Seller, subject to easements, restrictions, and special assessments of record, if any.

- a. Title insurance shall be ordered from Secured Title of Kansas City.
- b. Title evidence shall be delivered to Buyer and Seller, or as directed below.
- c. It is agreed between Seller and Buyer that the cost of title insurance shall be paid at \_\_\_\_\_% by the Seller and \_\_\_\_\_% by the Buyer. Buyer shall pay for any Lender's/Mortgagee's/Instrument holder's title insurance coverage, if any.
- d. Closing fee if any applicable, shall be paid at \_\_\_\_\_% by Seller and \_\_\_\_\_% By Buyer.

4. A duly executed copy of the Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with \_\_\_\_\_ the sum of \$ \_\_\_\_\_ Dollars, in the form of a \_\_\_\_\_, earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by the Buyer, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill the obligations hereunder, the Seller may, at Seller's option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and Seller's Agent, not as a penalty but as liquidated damages. Provided, however that, in the event the Seller is unable to furnish merchantable title, the earnest money deposit shall be returned to the Buyer, and this Agreement shall be null and void and no further force and effect.

6. It is further agreed that all rentals, insurance (if policies acceptable to Buyer) as Interest if any, shall be adjusted and prorated as of the date of closing of this transaction. Taxes shall be prorated for current years on basis of taxes levied or for prior year.

7. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition, as they are now, reasonable wear and tear excepted.

8. Time is of the essence, on this contract, this transaction shall be consummated on or before: \_\_\_\_\_

9. Possession to be given to Buyer on or before: \_\_\_\_\_

10. Earnest Money provision:

Buyer and Seller agree that under state law the title company acting as escrow agent ("Escrow Agent") for the parties cannot disburse any earnest money deposited with it as a down payment or any other funds ("Escrow Funds") without the written consent of all parties to this contract. Buyer and Seller further agree as follows. If for some reason this contract does not close, Escrow Agent

may send a certified letter to the parties at their last known addresses and may include a Cancellation of Contract form, either of which may show distribution of the Escrow Funds in a manner requested by one of the parties. The parties must respond in writing to said letter. If the parties agree on distribution, the Escrow Funds will be disbursed as agreed. If a party fails to respond within 30 calendar days of receipt of the Escrow Agent’s letter and/or Cancellation of Contract form, then said party’s failure to respond shall constitute consent to cancellation of the contract and consent to disbursement of the Escrow Funds in the manner shown in said letter and/or Cancellation of Contract. If a party responds in writing within said 30 day period objecting to the proposed manner of distribution, the Escrow Funds will not be disbursed in the proposed manner. In the event of disagreement, the Escrow Agent may continue to hold the Escrow Funds, or in its discretion may file an action in the nature of interpleader with a court seeking resolution of the dispute, and may deposit the Escrow Funds with the clerk of that court. In the event Escrow Agent files said action, Escrow Agent shall be entitled to reimbursement from said Buyer(s) and Seller(s), jointly and severally, and from said Escrow Funds for its costs in doing so, including court costs and reasonable attorney fees.

11. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Buyer Signature                      Social Security Number

\_\_\_\_\_  
Seller Signature                      Social Security Number

\_\_\_\_\_  
Buyer Signature                      Social Security Number

\_\_\_\_\_  
Seller Signature                      Social Security Number

\_\_\_\_\_  
Contact Number(s)

\_\_\_\_\_  
Contact Number(s)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

**LEAD-BASED PAINT SELLER'S DISCLOSURE FORM**

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**I. Seller's Disclosure (initial)**

The residence at the Property Address set forth above was constructed before 1978:

Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

(If "No" is initialed, omit 2 and 3, otherwise Seller must complete the rest of this Disclosure and sign below)

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based and/or lead-based paint hazards are present in the housing (explain):

or \_\_\_\_\_

Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the seller (check one below):

Seller has provided purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

or \_\_\_\_\_

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statement above are true and accurate.

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

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

**II. Purchaser's Acknowledgment (initial)**

\_\_\_\_\_ (a) Purchaser has received copies of all information listed above.

\_\_\_\_\_ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

\_\_\_\_\_ (c) Purchaser has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based hazards;

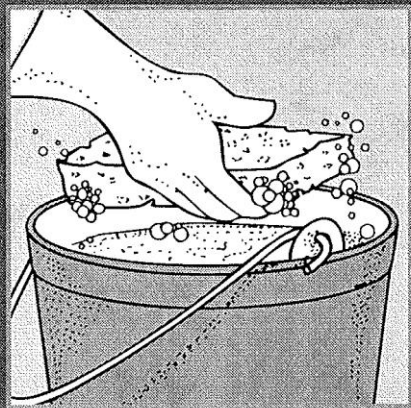
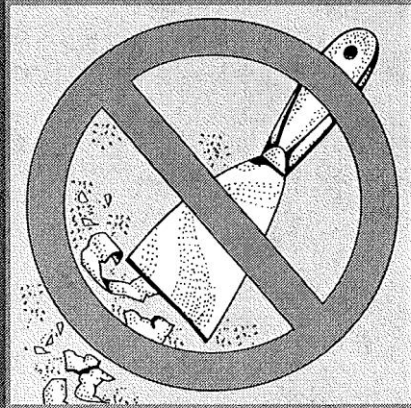
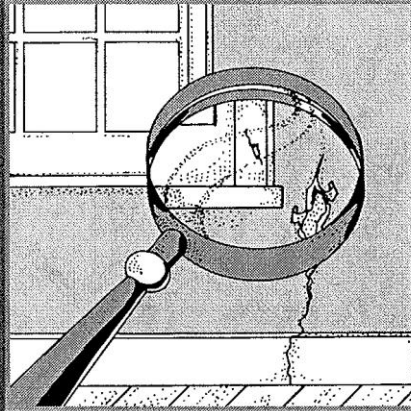
Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

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

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






# Protect Your Family From Lead In Your Home

 **EPA** United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
September 2001

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** have to give you this pamphlet before starting work.



**IF YOU WANT MORE INFORMATION** on these requirements, call the National Lead Information Center at **1-800-424-LEAD (424-5323)**.

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# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly**

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

**Childhood lead poisoning remains a major environmental health problem in the U.S.**

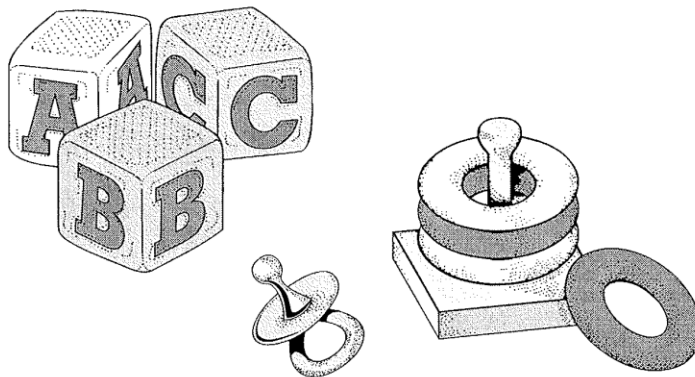
*Even children who appear healthy can have dangerous levels of lead in their bodies.*

**People can get lead in their body if they:**

- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children than adults because:**

- ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



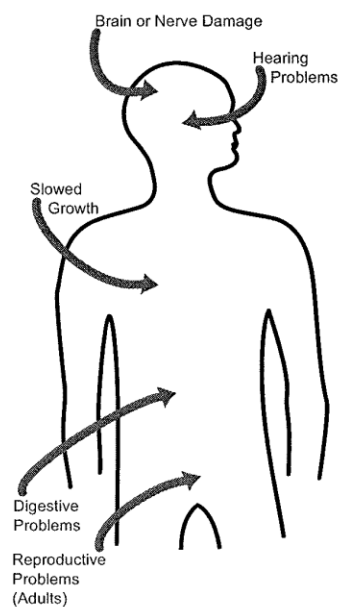
### **Lead's Effects**

If not detected early, children with high levels of lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

### **Lead is also harmful to adults. Adults can suffer from:**

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



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*Lead affects  
the body in  
many ways.*

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside *and* outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home checked for lead in one of two ways, or both:

- ◆ A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call **1-800-424-LEAD** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these tests before doing renovations or to assure safety.

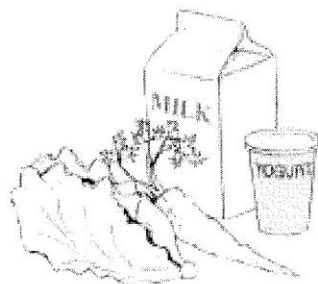


## What You Can Do Now To Protect Your Family

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**If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:**

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

*Always use a professional who is trained to remove lead hazards safely.*



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your local agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

## Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

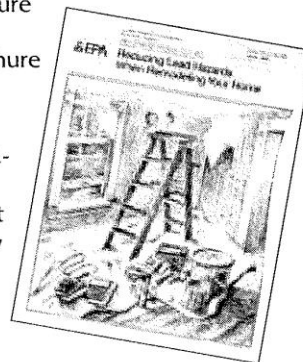
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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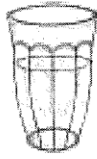
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

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*While paint, dust, and soil are the most common lead hazards, other lead sources also exist.*

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◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ Old painted **toys** and **furniture**.

◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD**.

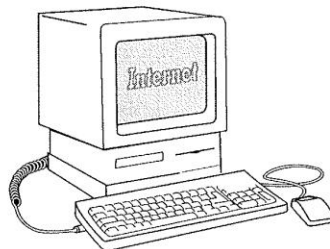


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's website at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

## EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985



## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785



## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**

Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.

## CONVENTIONAL FINANCING ADDENDUM

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Purchaser") and ("Seller") for the purchase and sale of the Property:

1. DEED(S) OF TRUST Purchaser shall pay upfront and/or monthly mortgage insurance premiums as required by lender guidelines.
2. **FINANCING CONTINGENCY**
  - A. This Contract is contingent until 12 a.m. \_\_\_\_\_ Days after Date of Ratification ("Financing Deadline") upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be, for the financing described in the PRICE AND SPECIFIED FINANCING paragraph of this Contract. Purchaser agrees to make written application for such financing (including the payment of any required fees) within 7 days of the Date of Ratification and to diligently pursue obtaining a commitment for such financing.
  - B. If this contingency has not been satisfied by the Financing Deadline, this contingency will continue up to and including Settlement Date, unless Seller at Seller's option Delivers Notice to Purchaser that this Contract will become void. If Seller Delivers such Notice, this Contract will become void at 9 p.m. on the third Day following Delivery of Seller's Notice unless, prior to that date and time, Purchaser Delivers to Seller the written commitment or a Notice removing this contingency and evidence of the availability of funds necessary to settle without such financing.
  - C. This Contract will become void if, prior to satisfaction of this contingency, Purchaser receives a written rejection from the lender or lenders to whom Purchaser has applied pursuant to Paragraph 2.A. for the Specified Financing and Delivers a copy of the written rejection to Seller on or before Settlement Date.
  - D. Purchaser will be in Default whether or not the Financing Contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
3. **APPRAISAL CONTINGENCY** This Contract  is contingent **OR**  is not contingent upon an Appraisal pursuant to this paragraph. Purchaser shall have until 12 a.m. \_\_\_\_\_ Days (minimum of 21 days recommended) following the Date of Ratification to obtain an Appraisal ("Appraisal Deadline"). In the event that neither box is checked, this Contract is contingent upon an Appraisal pursuant to this paragraph and the Appraisal Deadline is the Financing Deadline set forth above. Purchaser shall provide Notice to Seller by the Appraisal Deadline, as follows:
  - A. The Appraisal is equal to or greater than the Sales Price. This contingency has been satisfied and removed. The parties shall proceed to Settlement; **OR**
  - B. The Appraisal is equal to or greater than the Sales Price. However, Purchaser elects not to proceed with consummation of this Contract because the Property does not satisfy the lender(s) requirements, the Appraisal does not allow for the Specified Financing or the Property is inadequate collateral. Such Notice must be accompanied by a written denial of the financing showing written evidence of the lender(s)'s decision concerning the Property. Purchaser must provide such written evidence concurrently with Purchaser's Notice of election not to proceed; **OR**

C. The Appraisal is not equal to or greater than the Sales Price and Purchaser elects not to proceed

with consummation of this Contract unless Seller elects to lower the Sales Price to the appraised value. Purchaser's Notice shall include a copy of the written statement setting forth the appraised value of the Property. It will be Seller's option to lower the Sales Price to the appraised value and the parties shall proceed to Settlement at the lower Sales Price. If Seller does not make this election, the parties may agree to mutually acceptable terms. Each election must be made by Notice within 3 Days after Notice from the other party. The parties will immediately sign any appropriate amendments. If the parties fail to agree, this Contract will become void; **OR**

D. Purchaser elects to proceed with consummation of this Contract without regard to the Appraisal. The parties shall proceed to Settlement.

If Purchaser fails to give Seller Notice by the Appraisal Deadline, this contingency will continue, unless Seller at Seller's option gives Notice to Purchaser that this Contract will become void. If Seller delivers such Notice, this Contract will become void at 9 p.m. on the third day following Delivery of Seller's Notice, unless prior to such date and time Purchaser delivers the required Notice.

4. **SELLER SUBSIDY** Seller will pay at Settlement \$\_\_\_\_\_ toward Purchaser's charges (including but not limited to loan origination fees, discount points, buy down or subsidy fees, prepaids or other charges) as allowed by lender(s). It is Purchaser's responsibility to confirm with his lender(s) that the entire credit provided herein may be utilized. If lender(s) prohibits Seller from the payment of any portion of this credit, then said credit shall be reduced to the amount allowed by lender(s).

5. **LENDER REQUIRED REPAIRS** If, as a condition of providing financing under this Contract, the lender(s) requires repairs to be made to the Property, then Purchaser will give Notice to Seller of the lender(s)'s required repairs. Within 5 Days after such Notice, Seller will give Notice to Purchaser as to whether Seller will make the repairs. If Seller will not make the repairs, Purchaser will give Notice to Seller within 5 Days after Seller's Notice as to whether Purchaser will make the repairs. If neither Seller nor Purchaser will make the repairs, then this Contract will become void. This clause will not release Seller from any responsibilities set forth in the paragraphs titled UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING; PERSONAL PROPERTY AND FIXTURES; WOOD-DESTROYING INSECT INSPECTION; or in the Private Well and/or Septic System Addendum or any terms specifically set forth in this Contract and any addenda.

SELLER:

PURCHASER:

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

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Date      Signature

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Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date      Signature

## VA AND FHA ADDENDUM TO PURCHASE AGREEMENT

This Addendum is executed contemporaneously with the Purchase Agreement to which it is attached

Dated \_\_\_\_\_

Property located at: \_\_\_\_\_

\_\_\_\_\_

Purchaser: \_\_\_\_\_ Seller: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Purchaser: \_\_\_\_\_ Seller: \_\_\_\_\_  
Date Date

Purchaser: \_\_\_\_\_ Seller: \_\_\_\_\_  
Date Date

### VETERANS ADMINISTRATION (VA) ESCAPE CLAUSE

It is expressly agreed that, notwithstanding any other provision of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money deposit or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the VA. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the VA.

Purchaser: \_\_\_\_\_ Seller: \_\_\_\_\_  
Date Date

Purchaser: \_\_\_\_\_ Seller: \_\_\_\_\_  
Date Date

### FEDERAL HOUSING ADMINISTRATION (FHA) AMENDATORY CLAUSE

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall NOT be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$\_\_\_\_\_. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is **not** required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

Purchaser: \_\_\_\_\_ Seller: \_\_\_\_\_  
Date Date

Purchaser: \_\_\_\_\_ Seller: \_\_\_\_\_  
Date Date

## Seller Property Condition Disclosure Statement

### Residential Real Property

How long has the seller owned the property? \_\_\_\_\_ year(s)  
 Is seller currently occupying the property? (circle one) YES / NO If yes, how long has the seller occupied the property? \_\_\_\_\_ year(s)  
 If no, has the seller ever occupied the property? (circle one) YES / NO If yes, when? From \_\_\_\_\_ (year) to \_\_\_\_\_ (year)

This disclosure statement concerns the real property located at \_\_\_\_\_  
 In the city of \_\_\_\_\_, county of \_\_\_\_\_, State of \_\_\_\_\_ and  
 legally described as:  
 \_\_\_\_\_  
 \_\_\_\_\_

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is **NOT a warranty of any kind** by the seller or any agent representing a principal in the transaction, and **should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain**. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the number in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

**SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:**

**PART I** – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator				
2. Clothes Dryer				
3. Clothes Washer				
4. Dishwasher				
5. Garbage Disposal				
6. Freezer				
7. Oven				
8. Range				
9. Cooktop				
10. Microwave oven				
11. Built-In vacuum system and equipment				
12. Range ventilation systems				
13. Gas grill				
14. Room air conditioner ( _____ number )				
15. TV antenna / Satellite dish				
16. Trash compactor				

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity _____ AMP Capacity (if known) _____ fuse _____ circuit breakers				
2. Ceiling fan(s) ( _____ number )				
3. Garage door opener(s) ( _____ number )				
4. Garage door remote(s) ( _____ number )				
5. Garage door keypad(s) ( _____ number )				
6. Telephone wiring and jacks				
7. Cable TV wiring and jacks				
8. Intercom or sound system wiring				
9. Built-In speakers				
10. Smoke detectors ( _____ number )				
11. Fire alarm				
12. Room ventilation/exhaust fan ( _____ number )				
13. 220 volt service				
14. Security System _____ Owned _____ Leased _____ Central station monitoring				
15. Have you experienced any problems with the electrical system or its components? _____ YES _____ NO				If YES, explain the condition in the comments section in PART III of this disclosure statement.

Seller's Initials \_\_\_\_/\_\_\_\_ Property Address \_\_\_\_\_ Buyer's Initials \_\_\_\_/\_\_\_\_

<u>Section C - Heating and Cooling Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier				
2. Attic fan				
3. Whole house fan				
4. Central air conditioning _____ year installed (if known)				
5. Heating system _____ year installed (if known) _____ Gas _____ Electric _____ Other (specify _____)				
6. Fireplace / Fireplace Insert				
7. Gas log (fireplace)				
8. Gas starter (fireplace)				
9. Heat pump _____ year installed (if known)				
10. Humidifier				
11. Propane Tank _____ year installed (if known) _____ Rent _____ Own				
12. Wood-burning stove _____ year installed (if known)				

<u>Section D - Water Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool				
2. Plumbing (water supply)				
3. Swimming pool				
4. a. Underground sprinkler system b. Back-flow prevention system				
5. Water heater _____ year installed (if known)				
6. Water purifier _____ year installed (if known)				
7. Water softener _____ Rent _____ Own				
8. Well system				

<u>Section E - Sewer Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)				
2. Sump pump (discharges to _____)				
3. Septic System				

**PART II** - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

**Section A. Structural Conditions** - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

<u>Section A - Structural Conditions</u>	YES	NO	Do Not Know
1. Age of roof (if known) _____ year(s)	N / A	N / A	
2. Does the roof leak?			
3. Has the roof leaked?			
4. Is there presently damage to the roof?			
5. Has there been water intrusion in the basement or crawl space?			
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?			
7. Are there any structural problems with the structures on the real property?			
8. Is there presently damage to the chimney?			
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?			

<u>Section A - Structural Conditions</u>	YES	NO	Do Not Know
10. Year property was built _____ (if known)	N / A	N / A	
11. Has the property experienced any moving or settling of the following:	-----	-----	-----
- Foundation			
- Floor			
- Wall			
- Sidewalk			
- Patio			
- Driveway			
- Retaining wall			
12. Any room additions or structural changes?			

**Section B. Environmental Conditions** - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

<u>Section B - Environmental Conditions</u>	YES	NO	Do Not Know
1. Asbestos			
2. Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			

<u>Section B - Environmental Conditions</u>	YES	NO	Do Not Know
5. Radon gas			
6. Toxic materials			
7. Underground fuel, chemical or other type of storage tank?			
8. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)			

Seller's Initials \_\_\_\_/\_\_\_\_ Property Address \_\_\_\_\_ Buyer's Initials \_\_\_\_/\_\_\_\_

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?			
2. Any easements, other than normal utility easements?			
3. Any encroachments?			
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?			
5. Any lot-line disputes?			
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?			
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?			
8. Any condominium, homeowners', or other type of association which has any authority over the real property?			
9. Any private transfer fee obligation upon sale?			

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?			
11. Is there a common wall or walls? b. Is there a party wall agreement?			
12. Any lawsuits regarding this property during the ownership of the seller?			
13. Any notices from any governmental or quasi-governmental agency affecting the real property?			
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?			
15. Any deed restrictions or other restrictions of record affecting the real property?			
16. Any unsatisfied judgments against the seller?			
17. Any dispute regarding a right of access to the real property?			
18. Any other title conditions which might affect the real property?			

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system? b. Is the system operational?			
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system? b. Is the system operational?			
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?			
4. a. Are the dwelling(s) and the improvements connected to a public sewer system? b. Is the system operational?			
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system? b. Is the system operational?			
6. a. Are the dwelling(s) and the improvements connected to a septic system? b. Is the system operational?			
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?			

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain? b. Is the real property in a floodway?			
9. Is trash removal service provided to the real property? If so, are the trash services _____ public _____ private			
10. Have the structures been mitigated for radon? If yes, when? ____/____/____			
11. Is the property connected to a natural gas system?			
12. Has a pet lived on the property? Type(s) _____			
13. Are there any diseased or dead trees, or shrubs on the real property?			
14. Are there any flooding, drainage, or grading problems in connection to the real property?			
15. a. Have you made any insurance or manufacturer claims with regard to the real property? b. Were all repairs related to the above claims completed?			
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?			

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner					
2. Cleaning of fireplace, including chimney					
3. Servicing of furnace					
4. Professional inspection of furnace A/C (HVAC) System					
5. Servicing of septic system					

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney					
7. Treatment for wood-destroying insects or rodents					
8. Tested well water					
9. Serviced / treated well water					

Seller's Initials \_\_\_\_/\_\_\_\_ Property Address \_\_\_\_\_ Buyer's Initials \_\_\_\_/\_\_\_\_

Neighborhood Information & Homeowner's Association – Are you aware of:

- (a) Any current/pending bonds, assessments, or special taxes that apply to Property? ..... Yes  No   
If "Yes", what is the amount? \$ \_\_\_\_\_
- (b) Any condition or proposed change in your neighborhood or surrounding area or  
having received any notice of such? ..... Yes  No
- (c) Any defect, damage, proposed change or problem with any common elements  
or common areas? ..... Yes  No
- (d) Any conditions or claims which may result in any change to assessments or fees? ..... Yes  No
- (e) Any streets that are privately owned? ..... Yes  No
- (f) The Property being in a historic, conservation or special review district that requires  
any alterations or improvements to the Property be approved by a board or commission? ..... Yes  No
- (g) The Property being subject to tax abatement? ..... Yes  No
- (h) The Property being subject to a right of first refusal? ..... Yes  No   
If "Yes", number of days required for notice : \_\_\_\_\_
- (i) The Property being subject to covenants, conditions, and restrictions of a  
Homeowner's Association or subdivision restrictions? ..... Yes  No
- (j) Any violations of such covenants and restrictions? ..... Yes  No
- (k) The Homeowner's Association imposing its own transfer fee and/or  
Initiation fee when the Property is sold? ..... Yes  No   
If "Yes", what is the amount? \$ \_\_\_\_\_

Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of  
\$ \_\_\_\_\_ payable  YEARLY  SEMI-ANNUALLY  MONTHLY  QUARTERLY,  
sent to \_\_\_\_\_ and such includes:

Homeowner's Association/Management Company contact name, phone number, website, or email address:

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