

REAL ESTATE PURCHASE CONTRACT (RESIDENTIAL)

STATE OF: New Mexico COUNTY OF: Otero

1. PARTIES: _____ (Seller) agrees to
sell and convey to

_____ (Buyer)
and Buyer agrees to buy from Sellers the Property described below.

2. PROPERTY:

(a) Street Address: 2011 Crescent Dr., Alamogordo, NM 88310,
or more specifically described as: Lot One (1), Block Thirty-three (33) HEIGHTS ADDITION, Units A, B, C & D, as amended, to the City of Alamogordo, New Mexico.

(b) Improvements: The house and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Sellers and attached to the above described real property.

(c) Accessories: The following described related accessories, if any: window air conditioning units, stove, microwave oven, fireplace screens, fireplace tools, curtains and rods, blinds, window shades, draperies and rods, some yard and gardening tools, some yard containers, and mailbox. Home comes unfurnished, but will have some basic low-value furniture, some of which will be given to Buyer.

(d) Exclusions: The following improvements and accessories will be retained by Sellers and excluded: All tools not described in (c) above, all unattached hardware, electronic devices, and other personal possessions.

The land, improvements and accessories are collectively referred to as the "Property".

3. PURCHASE PRICE: The Total Price shall be \$ _____ payable as follows:

Earnest money: (Receipt of which is hereby acknowledged) \$ _____

Earnest Money paid for in full by: _____ Cash, _____ US Postal Money Order, _____ Other

Cash or certified funds due at closing: \$ _____

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows [Check applicable items below]:

_____ (a) Third Party Financing: One or more third party mortgage loans in the total amount of \$ _____. If the Property does not satisfy the lenders' underwriting requirements for the loan(s), this contract will terminate and half (50%) of the Earnest Money will be refunded to Purchaser. Third-party financing may consist of obtaining a Conventional Loan, and/or a loan from a relative, friend, associate and/or patron, but does not at this time include a FHA or VA financing.

[Check one item only]:

_____ (1) This contract is subject to Purchaser being approved for the financing described in the attached Third Party Financing Condition Addendum.

_____ (2) This contract is not subject to Purchaser being approved for financing by the FHA or VA, and does not involve FHA or VA financing.

(b) Seller Financing: SELLER FINANCING IS NOT AVAILABLE AT THIS TIME.

5. TITLE INSURANCE: Sellers agree to furnish to Purchaser a standard form title insurance commitment, issued by a company qualified to insure titles in New Mexico, in the amount of the purchase price, insuring the mortgagee against loss on account of any defect or encumbrance in the title, unless herein excepted; otherwise, the Earnest Money shall be refunded. Said Property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Sellers and subject to present zoning classification.

6. PRORATIONS & HAZARD INSURANCE: The taxes, as determined on the date of closing, are to be prorated between Sellers and Purchaser as of the date of delivery of the deed. Sellers shall keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed delivered. If the Property is destroyed or materially damaged between the date hereof and the closing and Sellers are unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling the contract and receiving back the Earnest Money, or accepting the Property in its damaged condition, any insurance proceeds otherwise payable to Sellers by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

7. CLOSING & OTHER COSTS & DATE: Unless previously agreed to in writing by the Sellers prior to bidding, Purchaser pays all of his/her costs, all closing costs, all inspection costs, and all appraisal costs Purchaser wants done; Purchaser must provide free to Sellers complete legible copies of all inspections and appraisals reports and all such reports are to be held strictly confidential. We expect our Home to sell for many \$1,000s less than fair market value, plus we offer generous repair/upgrade reimbursements (see above), so Buyer paying closing costs is only fair. The sale shall be closed and the deed delivered within sixty (60) days from the execution of this Agreement by all parties, except Sellers shall have a reasonable length of time within which to perfect title or cure defects in the title to the said Property. The Purchaser agrees to pay the cost of deed preparation and a mortgagee's title insurance policy, all other closing costs, and for all inspections, appraisals, surveys and similar that the Sellers want to be done. Purchaser agrees to allow Sellers to remain in possession of said Property subject to separate terms of a month to month lease agreement to be executed at closing for a lease period not to extend beyond _____ [month/day/year date]. Purchaser shall provide the Sellers at no cost to the Sellers complete and totally legible copies of all reports and documents provided to Purchaser relevant to all inspections, appraisals, surveys and similar within 30 days of their completion, and shall keep their contents totally confidential unless Sellers or a court of competent jurisdiction permits their publication.

8. CONVEYANCE: Sellers agree to convey a good merchantable title and General Warranty Deed of said Property insuring that Property is free of all encumbrances, except as hereinabove set out and Sellers and Purchaser agree that any encumbrances shall be paid in full at the time of closing from sales proceeds.

9. POSSESSION & OCCUPANCY: Sellers shall mail all of the Property keys in their possession using Registered Mail or Certified Mail to the Purchaser within 7 days following the Closing date. Until the Purchaser receives the keys, the Purchaser shall not have access to the Property without the explicit written permission of the Sellers. Purchaser occupancy may be any time the Purchaser decides AFTER the Purchaser receives the keys. The purpose of this delay is for the Sellers to do the final cleaning, polishing and minor repairs of the Property, and to remove whatever their personal property is still there that was not included as part of the sale and that the Sellers have not agreed to leave there for free for the Purchaser.

10. REPAIRS, UPGRADES & CONDITION OF PROPERTY: Sellers will reimburse Purchaser for 75% of the fair market value of all Purchaser's repair and upgrade costs, if any, up to \$5,000 total reimbursement after Closing, after job completions, and after Sellers receive Purchaser's applicable receipts. Sellers reserve their right to inspect the work themselves and/or by their agents; the 75% reimbursements are limited to only those repairs and upgrades done within City Code and up to fair market value for the repairs and upgrades, limited to repairs/upgrades started no earlier than date of possession and ending no later than 365 days after date of possession, and can be applied only to permanent structures and fixtures of the Property that remain with the Property.

(a) General Provisions and Obligations of Parties: Sellers agree to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in operable condition at the time of closing. It shall be the responsibility of Purchaser, at Purchaser's expense, to satisfy himself/herself that all conditions of this contract are satisfied before closing. Said sale is contingent upon a satisfactory inspection of the Property to be completed and reported to Sellers prior to or on _____, 20____. Said contract shall only be renegotiable upon a major defect with an individual repair cost in excess of \$1000.00. After closing, all conditions of the Property, as well as any aforementioned items and systems, are the responsibility of Purchaser and shall be deemed purchased AS-IS.

(b) Lender Required Repairs and Treatments: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes but is not limited to treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and half (50%) of the Earnest Money will be refunded to Purchaser. If the cost of a lender required repair or treatment exceeds 5% of the Sales Price, Purchaser may terminate this contract and half (50%) of the Earnest Money will

be refunded to Purchaser.

(c) **Completion of Repairs and Treatments:** Unless otherwise agreed in writing, Sellers shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Purchaser's election, any transferable warranties received by Sellers with respect to the repairs and treatments will be transferred to Purchaser at Purchaser's expense. If Sellers fail to complete any agreed repairs and treatments prior to the Closing Date, Purchaser may do so and receive reimbursement from Sellers at Closing up to a maximum of \$1,000. The Closing Date will be extended up to 30 days, if necessary, to complete repairs and treatments.

(d) **Environmental Matters:** Purchaser is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Purchaser's intended use of the Property. If Purchaser expresses written concern about these matters, an addendum required by the parties should be used.

11. SELLER'S WARRANTY: Sellers warrants that Sellers have not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements or alterations to said premises that have not been satisfactorily made. This warranty shall survive the delivery of the above deed.

12. PAYMENTS & EARNEST MONEY: All payments, including Earnest Money, must be paid in full with any acceptable combination of cash, money orders, checks and/or personal property prior-approved by Sellers (based on fair market values). The Earnest Money as paid by Purchaser as set forth in Paragraph 3 hereof shall be deposited by Sellers only upon the execution of this contract if paid in cash or United States Postal Money Order (US-PMO). No part of the Earnest Money shall be nonrefundable to Purchaser except under the specific provisions of Paragraphs in this contract where Earnest Money refunds are discussed. If Earnest Money was paid for by check or money order (other than by US-PMO), Sellers at their discretion may deposit the Earnest Money and not act on any part of this contract in any way until the Earnest Money payment clears the banking system (takes up to 95 days).

13. DEFAULT: If Purchaser fails to comply with this contract, Purchaser will be in default, and Sellers may: (a) Enforce specific performance, seek such other relief as may be provided by law, or both, or (b) Terminate this contract and receive the Earnest Money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Sellers fail within the time allowed to make any non-casualty repairs, Purchaser must extend the time for performance by at least 30 days but not more than 90 days and the Closing Date will be extended as necessary. If Sellers fail to perform after the mutually agreed upon extension time has expired, Purchaser may terminate this contract as the sole remedy and receive the Earnest Money.

14. SURVIVAL OF CONTRACT: All terms, conditions and warranties not performed at the time of delivery of the deed shall survive such delivery.

15. COMMISSION FEES: Purchaser and Sellers agree that said contract was negotiated at arms length without assistance of any real estate agents or brokers and that no such fees shall be paid by either party in connection with this contract or sale.

16. ADDITIONAL PROVISIONS: All applicable Sellers' Policies stated on Sellers' policies.htm webpage at the signing of this legal contract shall fully apply. Any other additional Provisions set forth on the reverse side, initialed by all parties, are hereby made a part of this contract and this contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any agreements not stated herein are void and of no force and effect.

17. SUCCESSORS AND ASSIGNS: This contract shall be binding upon any heirs, successors and assigns of Sellers or Purchaser.

18. REVOCATION OF OFFER BY PURCHASER: This contract has been first executed by Purchaser and provided to Sellers with Purchaser's Earnest Money, and if not also accepted by Sellers by noon on _____, 20____, this offer shall be void, and the Purchaser's Earnest Money shall be refunded to him/her.

18. **DISCLOSURES:** Because Property conditions can change at any time, email Sellers for current Disclosures information, To: wizguru@jjwill.com, Subject: "Request for Property Disclosures". (Sellers will provide any disclosures about the Property that they believe are required under Federal or state law relevant to their Property. Purchaser should consult an attorney if uncertainty exists as to which disclosures may be required.)

PURCHASER:

_____ Date _____ [Purchaser's #1 Signature] _____ [Purchaser's #1 Printed Name]

_____ Date _____ [Purchaser's #2 Signature] _____ [Purchaser's #2 Printed Name]

SELLERS:

_____ Date _____ [Seller's #1 Signature] _____ [Seller's #1 Printed Name]

_____ Date _____ [Seller's #2 Signature] _____ [Seller's #2 Printed Name]

Note: This addendum is only necessary if the parties have checked the option in Paragraph 4(a)(i) above.

FINANCING ADDENDUM

CONCERNING THE PROPERTY AT: 2011 Crescent Dr., Alamogordo, NM 88310 (Street Address of Property)

If Purchaser does not or cannot pay for the entire agreed-upon price for the Property in cash at Closing, Purchaser shall apply promptly for all financing described below and make every reasonable effort to obtain financing approval. Financing approval will be deemed to have been obtained when the lender determines that Purchaser has satisfied all of lender's financial requirements (those items relating to Purchaser's assets, income and credit history). If financing (including any financed PMI premium) approval is not obtained within _____ days after the effective date, this contract will terminate and half (50%) of the Earnest Money will be refunded to Purchaser. Each note must be secured by an appropriate instrument authorized within the state, typically either (1) a mortgage or (2) vendor's and deed of trust liens. (Consult an attorney if you are unsure as to which instrument is appropriate for this transaction.)

CHECK APPLICABLE BOXES:

_____ **A. CONVENTIONAL FINANCING [Check and complete all that Apply]:**

_____ (1) Your own money (cash and/or U.S. Postal Money Orders): \$_____.

_____ (2) Total Pre-Approved Personal Property. In some cases, we will accept legal personal property as part of your payment for this Property based on its verifiable fair market value and our need for it; **APPROVAL BY SELLERS IN WRITING IS REQUIRED PRIOR** to bidding on Property.

_____ (3) A first mortgage loan in the amount of \$_____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Loan Fees not to exceed _____ % of the loan. The loan will be [choose one:] _____ with _____ without PMI.

_____ (4) A second mortgage loan in the amount of \$_____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Loan Fees not to exceed _____ % of the loan. The loan will be with _____ without PMI.

_____ (5) A personal loan(s) from a relative, friend, associate, and/or patron in the amount of \$_____.

TOTAL AMOUNT OF YOUR CONVENTIONAL FINANCING: \$_____.

NOTE: FOR FHA OR VA FINANCING, SEE PAGE 1 OF THIS AGREEMENT

_____ **B. FHA INSURED FINANCING:** A Section _____ FHA insured loan of not less than \$ _____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____% per annum for the first _____ year(s) of the loan with Loan Fees not to exceed _____% of the loan. As required by HUD-FHA, if FHA valuation is unknown, “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 issue by the Federal Housing Commissioner, Department of Veterans Affairs, 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 or the condition of the Property. The Purchaser should satisfy himself/herself that the price and the condition of the Property are acceptable.”

If the FHA appraised value of the Property (excluding closing costs and MIP) is less than the Sales Price, Sellers may reduce the Sales Price to an amount equal to the FHA appraised value (excluding closing costs and MIP) and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and loan amount.

_____ **C. VA GUARANTEED FINANCING:** A VA guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____% per annum for the first _____ year(s) of the loan with Loan Fees not to exceed _____% of the loan.

VA NOTICE TO PURCHASER: “It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or 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 Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.”

If Purchaser elects to complete the purchase at an amount in excess of the reasonable value established by VA, Purchaser shall pay such excess amount in cash from a source which Purchaser agrees to disclose to the VA and which Purchaser represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Sellers may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

PURCHASER:

Date [Purchaser’s #1 Signature] [Purchaser’s #1 Printed Name]

Date [Purchaser’s #2 Signature] [Purchaser’s #2 Printed Name]

SELLERS:

Date [Seller’s #1 Signature] [Seller’s #1 Printed Name]

Date [Seller’s #2 Signature] [Seller’s #2 Printed Name]

Note: This addendum is only necessary if the parties have checked the option in Paragraph 4(b) above.

SELLER FINANCING ADDENDUM

NOTE: SELLER FINANCING IS NOT AVAILABLE AT THIS TIME - PLEASE IGNORE THIS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT: 2011 Crescent Dr., Alamogordo, NM 88310.

A. CREDIT DOCUMENTATION: Within ____ days after the effective date of this contract, Purchaser shall deliver to Seller: [check all applicable items:] ____ credit report ____ verification of employment, including salary ____ verification of funds on deposit in financial institutions ____ current financial statement to establish Purchaser's creditworthiness. Purchaser hereby authorizes any credit reporting agency to furnish to Sellers at Purchaser's sole expense copies of Purchaser's credit reports.

B. CREDIT APPROVAL: If Purchaser's documentation is not delivered within the specified time, Sellers may terminate this contract by notice to Purchaser within 7 days after expiration of the time for delivery, and the earnest money will be paid to Seller. If the documentation is timely delivered, and Sellers determines in Seller's sole discretion that Purchaser's credit is unacceptable, Sellers may terminate this contract by notice to Purchaser within 7 days after expiration of the time for delivery and the earnest money will be refunded to Purchaser. If Sellers does not terminate this contract, Sellers will be deemed to have accepted Purchaser's credit.

C. PROMISSORY NOTE: The Promissory Note described in Paragraph 4 of this contract payable by Purchaser to the order of Sellers will be payable at the place designated by Seller. Purchaser may prepay the Note in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal. The Note will contain a provision for payment of a late fee of 5% of any installment not paid within 10 days of the due date. The Note will be payable as follows:

____ (1) In one payment due _____ after the date of the Note with interest payable _____.

____ (2) In _____ installments of \$ _____, [check all applicable items:] _____ including interest _____ plus interest beginning _____ after the date of the Note and continuing at _____ intervals thereafter for _____ when the balance of the Note will be due and payable.

____ (3) Interest only in _____ installments for the first _____ month(s) and thereafter in installments of \$ _____, [check all applicable items:] _____ including interest _____ plus interest beginning _____ after the date of the Note and continuing at _____ intervals thereafter for when the balance of the Note will be due and payable.

D. SECURING INSTRUMENT: [Choose the appropriate instrument authorized within the state:] A ____ mortgage, or ____ deed of trust lien, will provide for the following:

(1) PROPERTY TRANSFERS: [check only one:]

____ (a) Consent Not Required: The Property may be sold, conveyed or leased without the consent of Sellers, provided any subsequent Purchaser assumes the Note.

____ (b) Consent Required: If all or any part of the Property is sold, conveyed, leased for a period longer than 3 years, leased with an option to purchase, or otherwise sold, without the prior written consent of Sellers, Sellers may declare the balance of the Note, to be immediately due and payable. The creation of a subordinate lien, any conveyance under threat or order of condemnation, any deed solely between Purchasers, the passage of title by reason of the death of a Purchaser or by operation of law will not entitle Sellers to exercise the remedies provided in this paragraph.

(2) TAX AND INSURANCE ESCROW: [check only one:]

____ (a) Escrow Not Required: Purchaser shall furnish Sellers annually, before the taxes become delinquent, evidence that all taxes on the Property have been paid. Purchaser shall furnish Sellers annually evidence of paid-

up casualty insurance naming Sellers as an additional loss payee.

 (b) Escrow Required: With each installment Purchaser shall deposit with Sellers in escrow a pro rata part of the estimated annual ad valorem taxes and casualty insurance premiums for the Property. Purchaser shall pay any deficiency within 30 days after notice from Seller. Purchaser's failure to pay the deficiency constitutes a default under the securing instrument. Purchaser is not required to deposit any escrow payments for taxes and insurance that are deposited with a superior lienholder. The casualty insurance must name Sellers as an additional loss payee.

(3) PRIOR LIENS: Any default under any lien superior to the lien securing the Note constitutes default under the deed of trust securing the Note.

PURCHASER:

Date [Purchaser's #1 Signature] [Purchaser's #1 Printed Name]

Date [Purchaser's #2 Signature] [Purchaser's #2 Printed Name]

SELLERS:

Date [Seller's #1 Signature] [Seller's #1 Printed Name]

Date [Seller's #2 Signature] [Seller's #2 Printed Name]

Note About the Following Pages: The following lead disclosure must be included if the property was built prior to 1978.

LEAD-BASED PAINT DISCLOSURE (SALES)

Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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. [It does NOT mean that this home or all homes in general built prior to 1978 contain a lead hazard.]

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 Sellers 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.

Seller's Disclosure:

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). **NOT APPLICABLE.**

(ii) **Sellers/Landlords have no knowledge of lead-based paint and/or lead-based paint hazards in the housing. We have raised our 3 children, one starting as a toddler, in this home for more than a decade. All 3 are successful college graduates with known lead-based manifestations. Our "toddler" is now an high school orchestra teacher/director.**

(b) Records and reports available to the Sellers (check (i) or (ii) below):

(i) Sellers/Landlords has provided the Purchaser/Renter with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). **NOT APPLICABLE.**

(ii) **Sellers/Landlords have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**

Purchaser's/Renter's Acknowledgment (initial):

(c) _____ Purchaser/Renter has received copies of all information listed above.

(d) _____ Purchaser/Renter has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Purchaser/Renter has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's/Landlord's Acknowledgment (initial):

(f) _____, _____ Sellers/Landlords acknowledge their obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance.

Seller/Landlord Initials: _____

Buyer Initials: _____

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

PURCHASER / RENTER:

Date [Purchaser's/Renter's #1 Signature] [Purchaser's/Renter's #1 Printed Name]

Date [Purchaser's/Renter's #2 Signature] [Purchaser's/Renter's #2 Printed Name]

SELLERS / LANDLORDS:

Date [Seller's/Landlord's #1 Signature] [Seller's/Landlord's #1 Printed Name]

Date [Seller's/Landlord's #2 Signature] [Seller's/Landlord's #2 Printed Name]

Protect Your Family from Lead in Your Home

United States Environmental Protection Agency
United States Consumer Product Safety Commission
United States Department of Housing and Urban Development

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, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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

Many 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.

OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 2) before renting, buying or renovating pre-1978 housing. 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 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 about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT! - Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

Seller/Landlord Initials: _____

Buyer Initials: _____

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. 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 under the age of 6:

At this age 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 is also dangerous to women of childbearing age:

Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

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.

Lead's Effects - It is important to know that even exposure to low levels of lead can severely harm children. In children, lead can cause:

Nervous system and kidney damage.

Learning disabilities, attention deficit disorder, and decreased intelligence.

Speech, language, and behavior problems.

Poor muscle coordination.

Decreased muscle and bone growth.

Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too. In adults, lead can cause:

Increased chance of illness during pregnancy.

Harm to a fetus, including brain damage or death.

Fertility problems (in men and women).

High blood pressure.

Digestive problems.

Nerve disorders.

Memory and concentration problems.

Muscle and joint pain.

Lead affects the body in many ways: Brain or Nerve Damage, Slowed Growth, Hearing Problems, Reproductive Problems (adults), Digestive Problems.

Where Lead-Based Paint Is Found - 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.)

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

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Checking Your Family for 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.

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

Identifying Lead Hazards:

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

Checking Your Home for Lead - You can get your home tested for lead in several different ways:

A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.

A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.

A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located. Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

Visual inspection of paint condition and location.

A portable x-ray fluorescence (XRF) machine.

Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see pages 3 and 4) for more information, or call 1-800-424-LEAD (5323) 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 kits before doing renovations or to assure safety. Just knowing that a home has lead-based paint may not tell you if there is a hazard.

What You Can Do Now To Protect Your Family - 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.

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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 - 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 state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

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.

Remodeling or Renovating a Home With Lead-Based Paint - 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, high temperature 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. If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

Other Sources of Lead:

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.

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Folk remedies that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

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

For More Information:

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 and www.hud.gov/offices/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 Web site at: 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 or contact the National Lead Information Center at 1-800-424-LEAD.

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

It is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

Federal Regional Offices for EPA, CPSC and HUD Relevant to Healthy Homes and Lead Hazard Control and information on lead regulations, outreach efforts, and lead hazard control and research grant programs:

**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**

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

**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**

**U.S. EPA Washington DC 20460 EPA747-K-99-001
U.S. CPSC Washington DC 20207 June 2003
U.S. HUD Washington DC 20410**

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