

RE/MAX Action First
8855 Dr ML King Jr. St N. ST. PETERSBURG, FL 33702
Office: 727-522-4122 Fax: 727-527-1697

PROPERTY ADDRESS _____

LIST PRICE _____

SALES PRICE _____

SELLER _____

BUYER _____

ADDRESS _____

ADDRESS _____

CITY _____

CITY _____

HM PH: _____ WK PH _____

HM PH _____ WK PH _____

CELL #: _____

CELL #: _____

FAX #: _____ E-MAIL: _____

FAX #: _____ E-MAIL: _____

NOTES: _____

NOTES: _____

L.O. _____ S.O. _____

ASSOC: _____

ASSOC: _____

OFFICE #: _____

OFFICE #: _____

HM PH: _____ FAX: _____

HM PH _____ FAX _____

CELL # _____

CELL # _____

LIST DATE: _____ TO _____

CONTRACT DATE: _____

SIGN: _____ NO: _____

CLOSING DATE: _____

ESCROW \$: _____
ADD'L ESCROW _____ DATE: _____

HOME INSPECTION: Y/N DATE: _____ COMPANY: _____ PH: _____

SURVEY: ORDERED Y/N DATE: _____ COMPANY: _____ PH: _____

TERMITE: ORDERED Y/N DATE: _____ COMPANY: _____ PH: _____

TITLE COMPANY: _____ CLOSING AGENT: _____ PH: _____

ADDRESS _____ FAX: _____

LISTINGS (72HRS)	OFFERS (24HRS)	COMPLETED CONTRACT
SIGN ORDER _____	OFFER _____	CONTRACT _____
AGENCY/NON REP _____	AGENCY/NON REP DISCL _____	AGENCY/NON REP _____
LISTING AGREEMENT _____	CONTROLLED BUS _____	CONTROLLED BUS _____
Mold Disclosure _____	4 IN 1 ADD. _____	4 IN 1 ADD _____
LEAD PAINT _____	LEAD PAINT _____	LEAD PAINT _____
MLS PROFILE _____	PROPERTY DISCL _____	PROPERTY DISCL _____
PROPERTY DISCL _____	CONDO RIDER _____	CONDO RIDER _____
SELLERS NET _____	NET SHEETS _____	NET SHEETS _____
ESTOPPEL _____	ADDENDUMS _____	ADDENDUMS _____
CONTROLLED BUS _____	HM OWNERS ASSOC _____	HOME OWNERS ASSOC _____
LOCK BOX AUTH _____	MOLD DISCL _____	MOLD DISCL _____
		MLS STAT CHG _____

** ESCROW DEPOSIT MUST BE IN OFC WITHIN 24 HRS OF OFFER OR CONTRACT AND NO LATER THAN 1:00 THE NEXT BUSINESS DAY**

REQUEST FOR ESCROW FUNDS

DATE NEEDED: _____ DATE REQUESTED: _____ AMOUNT: _____

CHECK PAYABLE TO: _____

REQUESTED BY _____ CHECK# _____

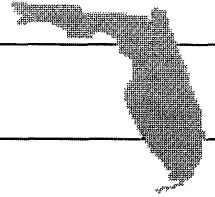
REFERRAL: % _____ NAME _____

ADDRESS _____

ORDER SIGN DOWN? Y / N

No Brokerage Relationship Disclosure

FLORIDA ASSOCIATION OF REALTORS®



NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, _____ and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all funds entrusted to the licensee.

Date

Signature

Signature

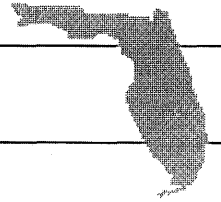
Copy returned to **Customer** on the _____ day of _____ by: personal delivery mail E-mail facsimile

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Brokerage Relationship Disclosure

FLORIDA ASSOCIATION OF REALTORS®



SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES. As a single agent, _____ and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

Date

Signature

Buyer (_____) (_____) or Seller (_____) (_____) acknowledges receipt of a copy of this page, which is Page 1 of 3 Pages.

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This form produced by: **Formulator** 800-499-9612



Buyer's Multi Disclosure

- 1. Surveys & Inspections:** We **STRONGLY** recommend that you have a **Survey** done as well as a **Home Inspection, Roof Inspection, and Termite Inspection**. We recommend a survey of any property you enter into contract to purchase, to show you exactly what you own and to make sure that there are no encroachments that would affect the value or desirability of the property. We also recommend that a home inspection be done on the property to determine if all warranted items are in good working condition per the contract. Due to nature of our weather in Florida, we also recommend that a licensed roofer do a separate roof inspection. We also recommend that all inspections be done by persons licensed to that type of inspection.
- 2. Escrow:** All monies collected and placed in escrow will be deposited within 3 business days of receipt and held in compliance with the laws of the Florida Real Estate Commission Chapter 475 Florida Statute. Any agreement to return any monies will be done only when the deposit of said funds has cleared the bank of Re/Max Action First. Escrow money will be placed in an account in a bank picked by Re/Max Action First. I understand that the monies will be held in an interest bearing account and that any interest will go to Re/Max Action First to defray some of the expenses concerning this transaction.
- 3. Multi-Offers:** Even though you may have entered into an authorized brokerage relationship with Re/Max Action First, you understand and agree that multiple offers may be presented on the property on which you have made an offer, including offers through Re/Max Action First sales associate that have similar brokerage relationships with their clients. A seller is under no obligation to negotiate offers in the order that they are received and it is at the seller's discretion as to which offer to accept, reject or negotiate. You should not assume that your offer has been accepted until a fully executed contract has been delivered to you.
- 4. Condo & Home Owners Associations:** Properties governed by a condominium or Home Owners Association are subject to restriction, rules and regulations and owners of such properties are typically required to pay various fees and expenses associated with this form of ownership. We recommend that you contact the Association of any property that you want to put a contract offer on and ask questions as to the reserves, history of any assessments or any other information that you feel necessary before you enter into a contract agreement to buy such property.
- 5. Deed Restrictions:** Certain neighborhoods and communities have deed restrictions that may affect your use of the property. If the property is affected by deed restrictions, you should determine the nature of the restrictions prior to entering into a contract.
- 6. School Districts:** Our school districts vary by county and you acknowledge that you have been informed that you should contact the school district where the property is located so that you can determine how the district works (for example Pinellas County has School Choice and you should call the Director of Unitary Status of Pinellas County Schools directly at (727) 588-5186 or madden@pinellas.k12.fl.us or visit their web site at www.pinellas.k12.fl.us/). They can better answer any questions in our ever changing school district.
- 7. Save Our Home:** The Amendment 10 Cap was enacted to limit annual increases in property tax assessments on property qualifying for and receiving homestead exemption. It is your right to homestead your property in order to qualify for this law. Therefore after the sale of a Homestead property the taxes the following year will be based on the total current assessment. Accordingly, the current real estate taxes may increase after the local tax appraiser reassesses the property.
- 8. Sexual Offenders:** Pursuant to Florida Law, the Florida Department of Law Enforcement (FDLE) is required to maintain a list of sexual predators and sex offenders to enable the public to request information about these individuals who may be living in their communities. Buyers who deem this information important should contact the FDLE prior to entering into a contract or email at sexpred@fdle.state.fl.us or via the Internet at www.fdle.state.fl.us/sexualpredators.
- 9. Home Warranty:** We recommend that you obtain a home warranty on any property you purchase. Information on many companies is available in our office.
- 10. Legal Requirements:** All contracts for sale of real property are required to be in writing and signed by all parties to be enforceable.
- 11. Sinkholes, Settlement, and Radon:** Sinkholes are natural occurrences and have been found to exist in the State of Florida. Additional information regarding the existence of sinkholes may be obtained from the property appraiser's office. You should also pay attention to settlement in property being considered and seek professional advice if you have concerns. Radon is a naturally occurring radioactive gas that when accumulated in sufficient quantity in a building may present health problems. Additional information regarding radon testing may be obtained from your county public health unit.
- 12. Equal Housing Opportunity:** We are required by law to treat all parties fairly without regard to race, color, religion, national origin, ancestry, sex marital status, sexual orientation, presence of children or physical or mental disabilities.
- 13. Mold Disclosure:** Environmental conditions in Florida can be conducive for mold growth. As a prospective buyer, you should pay particular attention to any visible signs or the presence of mildew odors. Mold is found both indoors and outdoors. The presence of mold may cause the property damage or health problems. Should you desire a mold inspection or additional information about mold, contact a professional trained in this field and visit the EPA website at www.epa.gov/iaq.
- 14. Affiliated Business Disclosure:** You are advised that Re/Max Action First is affiliated in ownership with First Team Title (dba Title Clearinghouse) and Real Estate Financial and the use of any of these companies is also not a requirement for making any offer. If you should use the services of any of the above, then Re/Max Action First may receive compensation for your use. The rates for Title Insurance are set by state regulation in Florida, subject to the services selected by you. You may be able to get title or mortgages services at a lower rate by shopping with other settlement service or mortgage providers.
- 15. Broker Relationship:** You are advised that in the State of Florida all agents represent you as Transaction Agents at first meeting. Re/Max Action First and its agents may also represent its clients as a single agent, but anytime that the seller and the buyer are both represented by Re/Max Action First, and then both agents must work as a transaction agent. Re/Max Action First and its agents may move between the two types of agencies as the situation dictates.
- 16. Closing Cost:** There are fees associated with the purchase of property in Florida. You may be responsible for Inspections, Surveys, and Title Insurance, setting up an Escrow Account with your lender, Insurance, Transaction Fees, and other Fees. For a complete list of fees associated with this transaction, ask your lender for a Good Faith Estimate of your charges. Other fees may be associated with you acquiring a mortgage and is subject to your lender.
- 17. Transaction Fee:** RE/MAX Action First will collect a Professional Transaction Fee at closing from the Buyer(s) and/or Seller(s) as disclosed on the contract form or sellers listing agreement.
- 18. Square Footage:** The square footage of any property comes directly from tax records, from an appraisal, or from the builder if new construction, and if a buyer feels that this is incorrect, the buyer has the right to have the square footage checked before continuing with this transaction.
- 19. Lead Based Paint:** Each 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. The seller of any property built before 1978 is required to provide the buyer, any information about lead based paint. Information on lead based paint is available in our office and will be provided on any property built before 1978. I understand that I can have a lead based paint inspection and should I choose not to have a lead based paint inspection, I have waived by right to any future claim concerning the property. I acknowledge that I have been offered a pamphlet "entitled" "Protect Your Family from Lead in Your Home."

Florida law shall govern any dispute in any way relating to Buyer(s) purchase of real property between Buyer(s) and Re/Max Action First or its agents or representatives or other companies. Venue for any litigation or other proceeding involving Re/Max Action First or its representatives shall be exclusively in Florida, I/We understand that it is our responsibility to have any and all inspections done and to get any information about the property that we are concerned about. I/We also agree to hold harmless Re/Max Action First and its representatives or agents from any litigation that arises from this transaction.

I/We have read and agree to the terms of the above information and acknowledge receipt of this Buyer's Disclosure and Information Form.

Buyer Signature

Buyer Signature

Date

Buyers Estimated Cost Disclosure Purchase of Real Estate to Be Financed

Buyer(s) has/have been advised that there are closing costs associated with real estate transactions that are financed.

Buyer(s) has/have consulted with one or more lenders and has/have obtained information with regard to available loan programs, rates, and closing costs.

Buyer(s) has/have been advised by **RE/MAX Action First** and it's agents that lenders are required by banking law to provide a written "**Good Faith Estimate of Settlement Costs**" that list the following: Interest Rate (Note Rate); Annual Percentage Rate; Type of Loan; Term of Loan; General Conditions; Rate Lock Period (If Requested); and an itemization of closing costs, including but not limited to; Loan Origination/Points; Credit Report; VA Funding Fee (if applicable); Recording Fees; Mortgage Title Insurance; Title Insurance Endorsements (Required by Lender); Courier Fees; Intangible Tax on Mortgage; Stamps on Note; Appraisal Fee; Termite Inspection; Survey (if applicable); Flood Certificate (if applicable); Flood Elevation (if applicable); Tax Service Fee; Document Preparation Fee; Underwriting Fee; and Prepaid Items; Prepaid Interest; Mortgage Insurance (if applicable); Homeowners Insurance; Taxes; Homeowners Association Fee (if applicable); Flood Insurance (if applicable); Other Miscellaneous Fees; Estimated Cash required to bring to closing; and that the costs may vary from lender to lender.

Buyer(s) is/are further advised by **RE/MAX Action First** and it's agents that if Buyer(s) has/have not received a written "**Good Faith Estimate of Settlement Costs**" from the lender that buyer(s) intend to use to finance the subject real estate transaction with, and that if Buyer(s) are concerned with the costs and/or if Buyer(s) only intend to enter into the subject real estate transaction if the costs associated with the financing are a certain dollar amount, that Buyer(s) should obtain a written "**Good Faith Estimate of Settlement Costs**" prior to the signing of the contract.

Transaction Fee; RE/MAX Action First will collect a Professional Transaction Fee of \$125.00 at closing from the Buyer(s) as disclosed on the Buyer's Multi Disclosure.

Buyer

Date

Buyer

Date



**RE/MAX ACTION FIRST
PURCHASERS ESTIMATED EXPENSES**

Interest Rate _____

Taxes Yr _____

Purchasers Name _____ Sales Price \$ _____

Property Address _____ Loan Amount \$ _____

Recording Deed and Mortgage _____

Termite Inspection (Sellers Expense if VA) _____

Assumption Fee _____

Credit Report _____

Appraisal Fee _____

Discount Points (Seller if VA) _____

Mortgage Title Insurance _____

Survey _____

Documentary Stamps on Note (.35 per \$100) _____ \$ - \$ -

State Intangible Tax on Mortgage (.002) _____ \$ - \$ -

Mortgage Origination (FHA/VA 1%, Conv % _____ \$ -

Tax Service (Sellers Expense if FHA/VA) _____

Mortgage Insurance Premium(FHA 3.8%30Yr,2.4%15Yr) _____

Private Mortgage Insurance (from .05-2.4) _____

VA Funding Fee (1% of Loan) _____ \$ -

Attorney Fee & Review _____ IF DESIRED IF DESIRED

Document Preparation Fee (Conv Only) _____

Disbursement Fee _____

Inspections _____

Application Fee (\$150-200) _____

Alta Endorsement _____

Transaction Fee _____

TOTAL LOAN CLOSING COST _____

PLUS TOTAL DOWN PAYMENT _____

ESTIMATED TOTAL EXPENSES _____ \$ -

ESCROW DEPOSITS/PREPAIDS

Interim Interest 30 day @ \$ - day _____

Taxes 3 mos @ _____ mo. _____

Hazard Insurance 14 mos @ _____ mo. _____

Flood Insurance 14 mos @ \$ - mo. \$ -

Private Mort. Ins. 2 mos @ _____ mo. _____

ESTIMATED TOTAL DUE AT CLOSING \$ - \$ -

ESTIMATED MONTHLY PAYMENTS

Principal and Interest _____

Taxes _____

Homeowner/Flood Insurance _____

Private Mortgage Insurance _____

Maintenance (Condominium) _____

ESTIMATED TOTAL \$ - \$ -

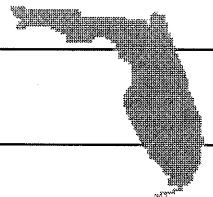
I/We UNDERSTAND that the above closing and figures, including amount of existing mortgages, are ESTIMATED ONLY and that the final costs and all prorations will be calculated by the closing agent, subject to individual lending policies and fee schedules of the selected lenders. I/We further understand that RE/MAX ACTION FIRST, in no way warrants or guarantees any of the above estimated figures, and that RE/MAX ACTION FIRST, is the agent for the Seller(s) and the Seller(s) will pay for agent's services upon completion of sale. I/we have reviewed and signed this disclosure for the above estimated expenses prior to signing an offer to purchase the above described property. Should you desire an attorney, his/her fee would be in addition to the charges above.

Date

Purchaser

Sales Associate

Purchaser



Lead-based Paint Warning Statement

FLORIDA ASSOCIATION OF REALTORS®

(Use this form with contracts for the sale of residential property built in 1977 or earlier. This disclosure must be made beginning September 6, 1996, if Seller owns more than 4 dwelling units and beginning December 6, 1996, if Seller owns 1 - 4 dwelling units. Seller and licensees must keep a copy of this completed form for 3 years from the date of closing.)

Sale and Purchase Contract: This clause is incorporated into the Contract between

_____ (Seller)
and _____ (Buyer)
concerning the residential Property built before 1978 and located at _____

"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 inspection 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." For purposes of this addendum, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH."

(1) LBP/LBPH in Housing: Seller has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH records or reports, except as indicated: (describe all known LBP/LBPH information and list all available documents pertaining to LBP/LBPH and provide documents to Buyer before accepting Buyer's offer)

(2) Lead-based Paint Hazards Inspection: Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of LBP/LBPH **unless** this box is checked (Buyer may conduct a risk assessment or inspection for the presence of LBP/LBPH in accordance with the inspection, notice, repair and repair limits of paragraph 8(a) or H of the FAR Residential Sale and Purchase Contract or standard N of the FAR/BAR Contract for Sale and Purchase, as amended and as applicable).

(3) Certification of Accuracy: Buyer has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer, Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

Selling Licensee _____ Date _____ Listing Licensee _____ Date _____

Buyer (____) (____) Seller (____) (____) Listing Licensee (____) (____) Selling Licensee (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.



Notice from Real Estate Licensee to Seller/Landlord Regarding Responsibilities Under Federal Lead-Based Paint Law

I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements:

A. The following 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 inspection 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."

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) above that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

A. The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

C. A list of any records or reports described in 1.B.(2) above available to you and that you have provided to the tenant, OR a statement that no such records or reports are available to you.

D. A statement by the tenant:

- (1) affirming receipt of the information paragraph 3.B. and C. above; and
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by _____ (licensee) to Seller/Landlord on the _____ day of _____.

Buyer (_____) (_____) Seller (_____) (_____) Listing Licensee (_____) (_____) Selling Licensee (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.

MOLD AND CHEMICAL DISCLOSURE AND DISCLAIMER

What Homeowners Should Know about Mold and Chemicals:

MOLD -Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. Mold can also grow in other areas of the home such as air conditioning ducts and wall cavities.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 degrees F and 100 degrees F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or culminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours. All buildings contain some level of molds or fungus. The Center for Disease Control states that a casual link between the presence of toxic mold and serious health conditions has not been proven. While all mold is not necessarily harmful, certain strains of mold have been shown to have adverse health effects in susceptible persons.

What the Homeowner Can Do. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth. Once mold is brought into the home, its spores can spread to other areas of the home.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
3. Keep the humidity in the home low. Ventilate kitchens and bathrooms by opening the windows, using exhaust fans, or running the air conditioning to remove excess moisture in the air. Promptly clean up and dry spills, condensation and other sources of moisture. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
4. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
5. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional.

6. Electronic air filters that may assist in effective air filtration and dehumidifiers to maintain humidity levels are available at additional cost from numerous vendors.

Chemicals: Every home contains products, materials and industrial chemicals that are used in constructing the home which may cause allergic or other bodily reactions in certain individuals. You should consult your physician to determine the chemicals that may adversely affect you or members of your family. The construction products used in building your home contain, among others, some of the following chemicals in measurable amounts:

- WATER or MOISTURE (contains or allows the growth of molds, mildew and fungus)
- FORMALDEHYDE (e.g. in carpeting and pressed wood products)
- ARSENIC (e.g. in treated wood products)
- FIBERGLASS (e.g. in insulation products)
- PETROLEUM AND PETROLEUM PRODUCTS (e.g. in vinyl and plastic products)
- METHYLENE CHLORIDE (e.g. in paint thinners)

MOLD INSPECTION ADDENDUM TO CONTRACT

The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between _____ (Seller) and _____ (Buyer)

concerning the property located at _____

1. Buyer, at Buyer's expense, may have a qualified professional conduct an inspection of the Property for mold within _____ days from the Effective Date ("Mold Inspection Period").
2. Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the contract.
3. In the event the mold inspection reveals a significant presence of mold in the Property, which requires professionals to remove the mold, at a cost which exceeds \$ _____, buyer may cancel the Contract by delivering written notice of such election no later than 48 hours after expiration of the Mold Inspection Period. If Buyer timely cancels the Contract, the deposits paid shall be immediately returned to Buyer and Buyer and Seller shall be released from further obligations under the Contract, except as provided in subparagraph 2 above.
4. If Buyer fails to conduct the inspection permitted in this Paragraph or having conducting such inspections, fails to timely notify the Seller of Buyer's intent to cancel this Contract or if the mold inspection does not reveal significant presence of mold in the Property which requires professional remediation to remove the mold, at a cost which exceeds the sum specified in Paragraph 3 above, Buyers forfeit their right to terminate this contract.

Disclaimer

If you are not comfortable with the fact that these chemicals or mold will exist in some amount in the home you are purchasing, you should not purchase this home.

Whether or not your home experiences mold growth depends largely on how you maintain your home. Whether you or a family member experience any adverse health effects due to exposure to mold or chemicals depends largely on your personal susceptibility to those conditions.

THE BUYER UNDERSTANDS AND AGREES THAT THE BROKER AND IT'S AGENTS ARE NOT RESPONSIBLE AND HEREBY DISCLAIMS ANY LIABILITY FOR ANY DAMAGES, ILLNESS OR ALLERGIC REACTIONS WHICH THE BUYER, OR THE BUYER'S FAMILY MEMBERS MAY EXPERIENCE AS A RESULT OF MOLD, MILDEW, FUNGUS, SPORES OR CHEMICALS, TO INCLUDE, BUT NOT BE LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, AND ADVERSE HEALTH EFFECTS, OR ANY OTHER EFFECTS.

This Mold Disclosure and Disclaimer is hereby appended to and made a part of the Home Purchase Agreement. Should any term or provision of this document be ruled invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remainder of this document shall nonetheless stand in full force and effect.

I have read and understand and agree to the above.

Seller

Date

Seller

Date

Buyer

Date

Buyer

Date