

ALL PAPERWORK
ATTACHED NEEDS TO BE
COMPLETELY FILLED
OUT AND SUBMITTED.
ANYTHING MISSING OR
CHANGED WILL RESULT
IN DELAY OF NO
REPRESENTATION OF
YOUR OFFER!!!

**Please see lead base
paint booklet on
next page!**

**This needs to be
given to buyer,
buyer in turn must
sign the first page
showing that they
have received and
send a copy back
with this package.**

Simple Steps To Protect Your Family From Lead Hazards

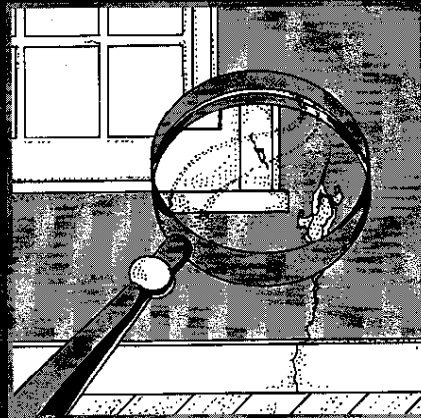
If you think your home has high levels of lead:

- ◆ 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.



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(minimum 50% postconsumer) process chlorine free.



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

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 6) before renting, buying or renovating pre-1978 housing.

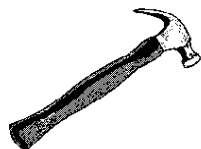
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



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

- 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:

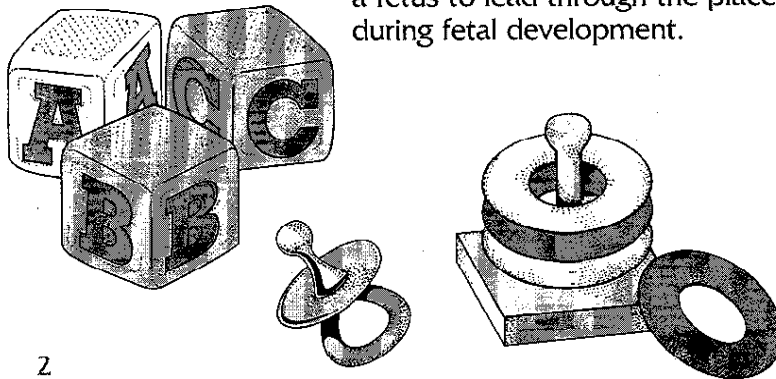
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children 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.



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:

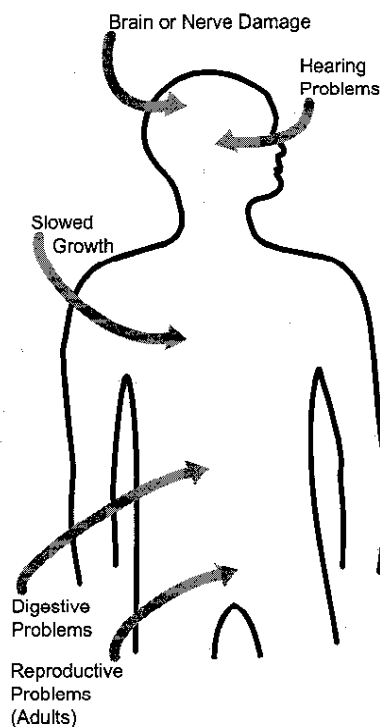
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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.**

Where Lead-Based Paint Is Found

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

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

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

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



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.

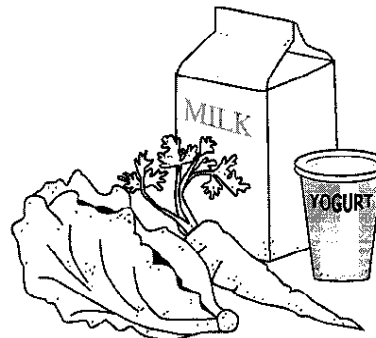
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

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.

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.
- ◆ 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

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.

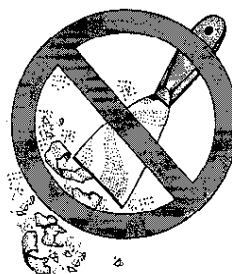
Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

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.

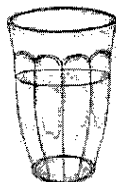
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



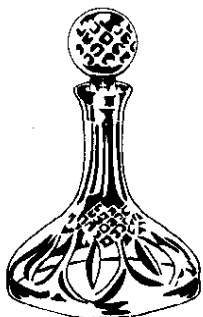
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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

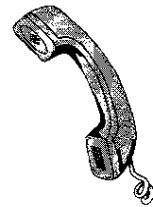


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in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

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/**.

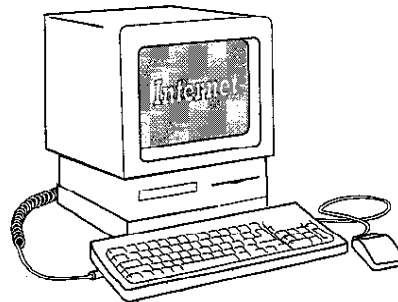


EPA's Safe Drinking Water Hotline

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.

EPA Regional Offices

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

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

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

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

EPA747-K-99-001
June 2003

LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

If built in 1978 or later, complete SECTION #1. If built prior to 1978, complete SECTION #2.

SECTION #1:

Seller represents and warrants that the listed property located at _____ was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Date: _____

Seller: _____

Date: _____

Seller: _____

SECTION #2:

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 concerning property located at _____ (initial):

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

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

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

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

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

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 statements above are true and accurate.

Date: _____

Seller: _____

Date: _____

Seller: _____

II. Agent's Acknowledgment (initial):

_____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

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

Date: _____

Agent: _____

III. 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 paint hazards; or

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: _____

Purchaser: _____



DISCLOSURE REGARDING FORECLOSURES AND SHORT SALES
(This form is not all-inclusive and all banks may not operate in the same manner.)



Buyer Name: _____ Date: _____

Property Address: _____

These transactions can be very exciting and rewarding; however, as in any home purchase process, there can be challenges that arise. Often these challenges come from a lack of communication or misunderstanding by the parties involved. In an attempt to avoid some of these challenges, this disclosure was developed.

FORECLOSURES

Submission of Offer:

- Each bank has its own forms and addendums that you will need to sign. Read them carefully.
- The good faith deposit may need to be a cashier's check and may be held by a third party, such as a title company, attorney's office, or by the listing agent. At some point, this deposit may become nonrefundable. See the purchase contract and all addendum to determine these particulars.
- Once your offer is submitted, there may be a waiting period while the bank verifies with its investor or mortgage insurance representative if the offer will be acceptable. Remember that during this time the home is still for sale and subsequent offers could be considered.
- You may be required to be pre-approved by the bank's own mortgage representative. You may, however, choose to obtain financing from your own lender.

Buying As Is:

- Seller may not supply:
 - Seller's Property Disclosure Statement
 - Existing Survey
- Some banks allow an inspection by you of the home, others may not. If the home is winterized, some banks require you to de-winterize in order to do the inspection. Some banks will allow utilities to be on, others may require you to pay to have them turned on.
- The home may have housing code, use, or zoning violations, as well as related fines or fees.
- Home warranties are available, but some warranty companies will not insure bank foreclosed homes while others may have a 30 day waiting period for all claims. Some repairs may be considered pre-existing and are not covered by the warranty.

Closing:

- Closing and title work for the seller will be at the bank's discretion.
- Once you have signed all closing documents, you may not be allowed to occupy the home or receive keys until the bank processes all closing documents, which may be several days.
- Any extensions of the closing date requested by you are at the bank's discretion and, in some cases, will incur a daily fee.

SHORT SALES

Typically, there are at least two 'Sellers' one has to deal with in a short sale. One is the title holder, the other is any lien holder. During the negotiating process, the listing agent will need to receive approval of any offer from all parties. This can be a very long and tedious process, and will require patience on the part of the buyers, REALTORS®, and sellers. During this process, the property will still remain for sale so that any subsequent offer may be considered by the sellers.

Time is of the essence once the agreement is accepted. If the closing fails to occur by the end of any redemption period, the transaction will be void. Also, the transaction could be void if the homeowner redeems the property during the redemption period.

REALTOR® _____

Buyer: _____

Agent for _____

Buyer: _____

(Broker Name)

Seller's Disclosure Statement



Property Address: _____, Michigan

 Street City, Village, Township

Purpose of Statement: (1) This statement is a disclosure of the conditions of the property in compliance with the Seller Disclosure Act, effective January 8, 1994. (2) This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check N/A (nonapplicable). If you do not know the facts, check UNKNOWN. EFFECTIVE JANUARY 8, 1994, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale only if the Purchase Agreement so provides:

| | Yes | No | Unknown | N/A |
|-------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| Range/oven | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dishwasher | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Refrigerator | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Hood / fan | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Disposal | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| TV antenna, TV rotor & controls | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Electrical System | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Garage door opener | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Alarm system | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Intercom | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Central vacuum | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Attic fan | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Pool heater, wall liner & equipment | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Microrowave | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Trash compactor | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Ceiling fan | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Stair lift | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Washer | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Lawn sprinkler system | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Water heater | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Plumbing system | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Waste water conditions & Pump | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Septic tank & drain field | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| City water | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| City sewer system | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Central air conditioning | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Central heating system | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Trance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Humidifier | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Electronic air filter | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Solar heating system | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fireplace & chimney | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Wood burning system | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dryer | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Seller is exempt under MCL 565.953

Explanations (attach additional sheets, if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING

Property conditions, improvements & additional information:

- Basement/Crawlspace Has there been evidence of water? Unknown Yes No
 If yes, please explain: Unknown
- Insulation: Describe, if known: Unknown Unknown Yes No
 Urea Formaldehyde foam insulation (UFF) is installed? Unknown Yes No
- Roofs: Leaks? Approximate age, if known: Unknown Unknown Yes No
- Well: Type of well (depth/diameter), age and repair history, if known: Unknown Unknown Yes No
 Has the water been tested? If yes, date of last report/results: Unknown

Buyers Initials _____
 Buyers Initials _____

Sellers Initials: _____
 Sellers Initials: _____

Seller's Disclosure Statement

Property Address: _____
Street

_____, Michigan
City, Village, Township

- 5. Septic tanks/drain fields: Condition, if known: Unknown
- 6. Heating system: Type/approximate age: Unknown
- 7. Plumbing system: Type: Copper Galvanized Unknown
 Any known problems? Unknown
- 8. Electrical systems: Any known problems? Unknown
- 9. History of infestation: if any: (termites, carpenter ants, etc.) Unknown
- 10. Environmental problems: Substances, materials or products, which may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property.

| | | | | | |
|---------|-------------------------------------|-----|--------------------------|----|--------------------------|
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

If yes, please explain

- 11. Flood Insurance: Do you have flood insurance on the property?
- 12. Mineral Rights: Do you own the mineral rights?

Other items: Are you aware of any of the following:

- 1. Features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property?

| | | | | | |
|---------|-------------------------------------|-----|--------------------------|----|--------------------------|
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
- 2. Any encroachments, easements, zoning violations or nonconforming uses?
- 3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners association?

| | | | | | |
|---------|-------------------------------------|-----|--------------------------|----|--------------------------|
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
- 4. Structural modification, alterations or repairs made without necessary permits or licensed contractors?

| | | | | | |
|---------|-------------------------------------|-----|--------------------------|----|--------------------------|
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
- 5. Settling, flooding, drainage, structural or grading problems?
- 6. Major damage to the property from fire, wind, floods or landslides?

| | | | | | |
|---------|-------------------------------------|-----|--------------------------|----|--------------------------|
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Unknown | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
- 7. Any underground storage tanks?
- 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?
- 9. Any outstanding utility assessments or fees, including any natural gas extension?
- 10. Any outstanding municipal assessments or fees?
- 11. Any pending litigation that could affect the property? Attach copies of documents, if necessary.

Seller is exempt under MCL 565.953

The most recent Equal Housing Opportunity information provided by the local taxing unit to the Seller was _____ (date) to _____ (date). The Seller hereby certifies that the information provided in this statement is true and correct as of the date of this statement. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this statement to the date of closing, the Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations made in this statement by the Seller or Broker's agent. Seller certifies that the information in this statement is true to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

BUYER IS ADVISED THAT INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.727 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR THE STATE DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller _____ Date: _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date: _____

Buyer Name: _____ Date: _____

Buyer _____ Date: _____

DISCLAIMER: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

PROPERTY ADDRESS: _____

OFFER GUIDELINES

Please read the offer guidelines carefully. The following checklist is required, signed by the buyer and cooperating agent on all offers prior to their being submitted to the Seller.

1. **Addendums and Disclosures:** Buyer and Agent understand that additional Addendums may be required by the Seller and will be provided by the Listing Agent once price and terms have been agreed upon. Any such Addendums will supersede any and all other documents. All contracts, addendums and supporting documentation must be received by the Listing Agent within 3 business days of Sellers verbal acceptance or the offer is null and void. No Sellers Disclosure is required. The required Lead-Based Paint Disclosure shall be provided with the Sellers Addendum.
2. **Earnest Money:** All earnest money to be held by the Listing Office. Earnest Money must be in the form of a **Cashier's Check** made payable to **American Real Estate Services, Inc.** Earnest Money must be received within (2) business days of the Seller's verbal acceptance or the offer shall become null and void. Seller may, at their option, designate the assigned Title Company to hold the earnest money instead.
3. **Pre-Approval / Proof of Fund:** All offers subject to mortgage approval must be accompanied by a Pre-Approval at the time the offer is submitted. All cash offers must be accompanied by "proof of funds" (e.g. bank letter or statement). Any offer received without either pre-approval or adequate proof of funds will not be submitted.
4. **Inspections and Fees:** Buyer may be required to pay for any required city inspections. City inspection fees must be in the form of a **Cashier's Check**, made out to the city (e.g. City of Detroit). City Inspection fees must be received within (2) days of the Seller's verbal acceptance or the offer shall become null and void. Once paid to the city this fee is non-refundable and will not be returned to the Buyer, regardless of whether the transaction closes or is cancelled for any reason. An **REO compliance fee of \$399.00 payable to DOC Processing** will be charged to all Purchasers on all transactions, regardless of agency relationship or license status and mailed to 30 S Main St, Cedar Springs MI 49319
5. **Utilities:** If buyer requires utilities to be turned on for the purpose of inspections of any kind, it is the Buyer's responsibility to coordinate with the local utility companies to have these turned on and off, at the Buyers expense. It is the responsibility of the purchaser to order a final water read prior to closing, from the local water department. Buyer is to submit the final water bill to the title company and the listing office prior to closing. If this is not submitted prior to the date of closing, the buyer takes full responsibility for the outstanding bills. Seller and/or listing agent will not be responsible for the charges. Listing agent will not be responsible or liable for any fines, fees or bills.
6. **Closing Dates:** Any closing dates agreed to by the Buyer and Seller will be firm. Failure to close on or before the agreed date will result in the immediate cancellation of the transaction, with any earnest money forfeited to the Seller, excepting any contingencies agreed to by all parties previously. Requests for extensions must be received in writing prior to the original closing date to be considered.
7. **Processing:** Once your offer has been accepted, all processing related inquiries should be directed to our Processing Dept. at (616)-918-6430 or by e-mail to Chris@westmireo.com

Please send signed checklist along with your offer & supporting documentation to:

Chris Conflitti
Fax: (616)-918-6287
Email: Chris@westmireo.com

BY SIGNING BELOW, I (WE) STATE THAT I (WE) HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS.

By: _____ Printed Name: _____ Date: _____
(BUYER)

By: _____ Printed Name: _____ Date: _____
(AGENT)

Buyer agrees to hold Chris Conflitti, American Real Estate, seller and title co. Harmless of any water bill after 30 days of closing.

****Do not delay presentation of your offer****

PLEASE CHECK THAT ALL OF THE FOLLOWING DOCUMENTS ARE INCLUDED WITH YOUR FINAL OFFER. SIGN AND EMAIL BACK TO CHRIS@WESTMIREO.COM WITH YOUR PURCHASE OFFER FOR A TIMELY PRESENTATION. WE RESERVE THE RIGHT TO PRESENT YOUR OFFER ONLY WHEN ALL THE CRITERIA HAS BEEN MET.

WE CANNOT PRESENT YOUR OFFER WITHOUT THE FOLLOWING:

- _____ Signed and initialed offer instruction
- _____ Signed Purchase Agreement
- _____ Signed 2 page Seller Disclosure
- _____ Signed Lead Based Paint Disclosure
- _____ Signed Agency Disclosure
- _____ Copy of earnest money deposit made payable to American Real Estate
- _____ Copy of offer guidelines and utility agreement
- _____ Initials next to #8 regarding final water bill

Buyer Signature:

Printed Name:

Buyer Signature:

Printed Name:

*****Selling agent has advised buyer of future issues if final water is not obtained.*****

Selling Agent Signature



American Real Estate Services, Inc.

22422 Grattot Ave., Eastpointe, MI 48021
Office: 586.779.0200 Fax: 586.773.1760

Utility Agreement

1. The Purchaser(s) are responsible for turning on all utilities: gas, electric, water, etc. for any home inspections.
2. It is the Purchaser's responsibility to coordinate with the local utility companies to have them turned on and/or off at the purchaser's expense.
3. If an inspection is needed and buyer doesn't turn on utilities and cannot complete inspection, it is at no fault of the Listing Agent.
4. The Purchaser(s) further agree to have all utilities transferred into their name at the time of closing and provide proof of such in the form of a confirmation number.

BY SIGNING BELOW, I (WE) STATE THAT I (WE) HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS:

By: _____ Print Name: _____ Date: _____
(Buyer)

By: _____ Print Name: _____ Date: _____
(Selling Agent)

Selling Agent Office: _____

Selling Agent Phone: _____

Selling Agent Email: _____

Bank of Seller: _____ Buyer Information
 Asset Manager: _____ Name: _____
 Phone No.: _____ Address: _____
 Fax: _____ City/State/Zip: _____
 E-Mail: _____ D.O.B.: _____
 Title Company: _____
 Contact: _____ Co-op Agent
 Selling Agent name: _____
 Phone No.: _____ Selling Broker: _____
 Fax: _____ Agent ID.: _____
 Office ID.: _____

Listing Agent

Address: _____
 Listing Agent name Chris Conflitti City/State/Zip: _____
 Listing Broker: American Real Estate Phone No.: _____
 Agent ID Conf2117 Office ID 133500 Fax: _____
 Address: 30 S Main St MLS Commission Amount (%\$) _____

City/State/Zip: Cedar Springs MI 49319 **Mortgage Information**
 Phone No.: (616)-918-6430 Lender Name: _____
 Fax No.: (616)-918-6287 Contact Name: _____
 MLS Commission Amount (%\$) _____ Phone No.: _____
 _____ Fax No.: _____
 Mortgage Amount \$ _____

Office Use Only

Week 1:

1. Make sure mortgage appraisal is done.
2. Make sure home inspection is done
3. Make sure ACR or Inspection has been ordered

Initial: _____

Week 2:

1. Make sure appraisal passed.
2. Follow up with other agent if they need anything.
3. Verify deposit cleared.

Initial: _____

Week 3:

1. Call all parties; make sure no one needs anything. Call Title Company to make sure Everything is on track.

Initial: _____

Week 4:

1. Get buyers agent and title company to schedule closing.
2. Email asset manager with closing date.

Initial: _____