

# Sargent's Title Company

6060 Torrey Road  
Flint, Michigan 48507  
810.767.2355  
sargentstitle.com

## For Sale By Owner

Informational Packet



Knowledge

Experience

Accuracy



## For Sale by Owner

---

If you have decided to sell your home yourself, we are here to give you peace of mind through the closing process.

Sargent's Title Company is an impartial third party who maintains the buyer's deposits, retains, and prepares the legal closing documents and closes the sale. We work directly with you, your buyer and other real estate professionals you may enlist during the process of selling your home. Sargent's Title Company will provide a Commitment of Title Insurance and provide escrow and closing services. This includes researching title requirements checking for outstanding liens, an encumbrance, an easement, or any other issues that could prevent your title from being clear. The title insurance Commitment satisfies the seller's obligation to prove ownership in the property being sold. The price of title insurance is mandated by the State and is determined by the amount of the sale price of the property. *You can get a title insurance estimate on our website using the rate calculator.*

At the closing of the sale, any existing loans on the property will be paid off, the new loan will be signed if the transaction is financed, documents will be legally recorded, and ownership will transfer to the buyer. **When opening an escrow account, the buyer's initial deposit and signed sales agreement are needed.** Your sales proceeds will be given to you at closing in the form of a check or wire transfer.

## Let's Get Started:

---

Included in this packet are the following items:

- ▲ Sargent's Title For Sale by Owner Agreement
- ▲ For Sale by Owner Guidelines
- ▲ Typical Costs Associated with a Sale
- ▲ Sample Purchase Agreement (Buy/Sell Agreement)
- ▲ Sample Seller's Disclosure Statement
- ▲ Disclosure of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards
- ▲ Brochure: Protect Your Family From Lead in Your Home

**Need A Form?** Several documents related to the sale of a home are available on our website: <http://www.sargentstitle.com/forms.cfm> . The forms are in PDF format and are provided to assist you in understanding the title process and in buying or selling your home. They can be downloaded and saved so you can complete them on your computer. *Please seek the advice of a practicing real estate attorney if you need assistance in completing these documents.*

**Please note:** While Sargent's Title Company is fully licensed and well respected in the title and escrow industry, Sargent's is not a licensed real estate agent or practicing real estate attorney and cannot act in these roles or provide advice in place of these professionals. We would be happy to refer you to one of these professionals at your request.

## Sargent's Title Company - For Sale By Owner Agreement

Sargent's Title Company will provide a Commitment of Title Insurance. Sargent's Title Company will research the title requirements, gather necessary information, order the required payoffs, and prepare for closing. If items are present that Sargent's Title Company cannot clear, you will be notified immediately.

**To take advantage of Sargent's Title Company services,** fill out the required information below and submit this form to us along with the following items:

- ▲ Copy of the completely executed Purchase Agreement with complete legal description.
- ▲ Disclosure statements (optional)
- ▲ Earnest Money Addendum. Included as item #21 in sample Purchase Agreement.

**Seller contact information:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

**Buyer contact information:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

If new mortgage or assumption:

**Lender Information:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

Any costs incurred because of Sargent's Title Company gathering the necessary information or documentation will be charged to the buyer/seller at closing. If the transaction does not close, a bill will be sent to me, and I will be responsible for payment.

A \$200.00 non-refundable title research deposit is required when the order is placed. *These funds will be applied towards closing costs.*

I agree to the terms set forth:

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

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

# For Sale by Owner Guidelines

---

The title research process begins when a fully signed contract (purchase agreement) is completed. After you have a purchaser (BUYER) the following steps need to be followed:

## Purchase Agreement

- ▲ Needs to be fully executed along with a Sellers Disclosure Statement and Lead Base Paint Form. Sargent's recommends if there are any questions regarding the preparation of the Purchase Agreement, please seek legal advice.
- ▲ If property is not subdivided, you need to check with your local municipality on the number of splits allowed. Once the number of splits has been determined you need to let Sargent's know how many splits are going to be allowed.

## Financing

- ▲ Check with the buyer to see if they are approved for a mortgage. This is very important because, if the buyer is not approved, they may not qualify for the purchase of your home.
- ▲ If the buyer is using a mortgage company, Sargent's will need certain lender information. For example, we will need the name, email, phone number, and address of the lending institution and loan originator. This information can be included in the For Sale By Owner Agreement.

## Land Contract or Cash Sale

- ▲ If you have a land contract or a cash sale you need to find out if the buyer would like a stake or a boundary survey completed on the property. Sargent's can place the order for you.

## Setting up Escrow

- ▲ Sargent's will hold deposit if our Purchase Agreement is used. If not, an Escrow Agreement will be required.

## Ordering Title Insurance

Please submit the following:

- ▲ Any Existing Title Insurance Policy for the property
- ▲ Complete legal description and address of the property. Legal description can be obtained from your Warranty Deed.
- ▲ Information as to any existing mortgages or liens on the property and completed authorization letters (a Mortgage Payoff Authorization form is available on our website), which we will furnish, and the bank requires.
- ▲ Completed Purchase Agreement.
- ▲ Information regarding litigation such as divorces, Bankruptcies, civil suits, etc.

## Closing

- ▲ A closing date will be set. If the buyer obtains financing, the closing will be set by the lending institution.
- ▲ Arrive at closing. Be sure to bring valid identification.

- ▲ Sargent's works with lender to prepare all necessary closing documentation.
- ▲ The signing of closing documents.
- ▲ Filing of Homestead Exemption Update and Property Transfer Affidavit.
- ▲ Disbursement of closing packages and funds from closing.
- ▲ Filing of sellers 1099\*. The 1099 will then be turned into the IRS.
- ▲ Recording of all legal documentation.

\*if required

## Typical Costs Associated with a Sale

---

<b>State &amp; County Transfer Tax:</b>	\$8.60 per \$1,000	Paid by Seller
Examples:	(\$150,000.00 sales price = 150 x \$8.60 = \$1,290.00)	
	(\$175,000.00 sales price = 175 x \$8.60 = \$1,505.00)	
<b>Mortgage/Liens/Taxes/Assessments Due:</b>		Paid by Seller
<b>Title Insurance</b>	Determined by amount of the sale price	Paid by Seller
Examples:	(\$150,000.00 sales price: title insurance fee will be \$1,192.00)	
	(\$175,000.00 sales price: title insurance fee will be \$1,305.00)	
<b>Closing Fee for Cash / Land Contract Sale:</b>	\$600.00	Generally, split between buyer & seller.
<b>Closing Fee for Mortgage Sale:</b>	\$200.00 for Seller / \$550.00 for Buyer	
<b>Recording Fee for Deed:</b>	\$30.00	Paid by Buyer
<b>Tax Cert. for Deed:</b>	\$ 5.00	Paid by Buyer
<b>Recording Processing Fee:</b>	\$45.00	Paid by Buyer
<b>Recording fee for Mortgage:</b>	\$30.00	Paid by Buyer
<b>Proration of Taxes:</b> (reimbursement to seller)		Paid by Buyer
<b>Tax Lookup Fee</b>	\$12.00	Paid by Seller
<b>Technology Fee</b>	\$35.00	Paid by Seller and Buyer
<b>Outgoing Wire Fee</b>	\$30.00	Paid by Party Requiring Wire
<b>Express Mail Fee</b>	\$30.00	Paid by Party Requiring Express Mail

You can also go to: [Sargentstitle.com](http://Sargentstitle.com) and download our free quote App. Available to you 24 hours a day, the app will provided you with instant estimates for buyer and seller cash outs to give you an idea of the amount of funds each party will need at closing.

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.**

**1. OFFER TO PURCHASE** – The undersigned, hereinafter known as “Buyer(s)” hereby agrees to purchase property the property commonly known as: \_\_\_\_\_ Zip: \_\_\_\_\_ and legally described as: \_\_\_\_\_

(Property size and square footage of all structures located herein are approximate and not guaranteed.) Tax I.D.# \_\_\_\_\_ and located in the  City  Village  Township of \_\_\_\_\_, County of \_\_\_\_\_, Michigan. Buyer(s) accepts all existing building and use restrictions, deed restrictions easements and zoning ordinances, if any, and to pay therefore, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

**2. TERMS OF PURCHASE** – As indicated by “X” below, (other unmarked terms do not apply). Payment of the cash portion of the purchase price is to be a cashier’s check or certified funds.

**Cash Sale:** The full purchase price payable in the form of a cashier’s check or certified funds upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Funds to be verified on or before \_\_\_\_\_, In the event the Buyer(s) or Buyer(s) Agent does not provide the Seller(s) Agent with verified funds by the date provided, the Seller(s) may terminate this agreement by a written notice to the Buyer(s) or Buyer(s) Agent.

**New Mortgage:** The full purchase price upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Contingent upon property appraising for a minimum of sales price, if required and the Buyer(s)’s ability to obtain a \_\_\_\_\_ mortgage, at no cost to the Seller(s) unless agreed to in writing, amortized for no less than \_\_\_\_\_ years, in the amount of \_\_\_\_\_% of purchase price, which Buyer(s) shall make written application within \_\_\_\_\_ calendar days after the later of: (a) Seller(s) and Buyer(s) acceptance of this contract; and (b) waiver/satisfaction of any inspection contingencies contained in paragraph 13 below. If Buyer(s) fail to deliver to Seller(s) evidence of the loan approval before \_\_\_\_\_, 20\_\_\_\_, Seller(s) may cancel this agreement with written notification to the Buyer(s) and/or Buyer(s) agent.

In the event that the Buyer(s) does not make a written application for financing by the date provided above, the Seller(s) may terminate this agreement by written notification to the Buyer(s) or Buyer(s) Agent.

**Any extensions to the above time frames must be in writing and agreed to by both parties to be valid.**

**Sale to Existing Mortgage Land Contract:** Upon execution and delivery of

- A recordable Warranty Deed and subject to existing mortgage
- Assignment of vendee’s interest in Land Contract.

Buyer(s) to pay the difference (approximately \$ \_\_\_\_\_) between the purchase price and the balance as of day of closing, of said mortgage or land contract bearing interest at \_\_\_\_\_ % per annum and with monthly payments of \$ \_\_\_\_\_ which \_\_\_\_\_ do \_\_\_\_\_ do not include tax and/or insurance, which Buyer(s) assumes and agrees to pay. Buyer(s) agrees to reimburse Seller(s) for any funds held in escrow. Buyer(s) to pay all taxes and insurance costs if not included in the monthly payment stated above (see paragraph 11). **SELLERS(S) UNDERSTANDS THAT THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT MAY NOT RELIEVE THE SELLER(S) OF ANY LIABILITY THAT SELLER(S) MAY HAVE UNDER THE MORTGAGE(S) OR LAND CONTRACT(S) TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR VENDOR OR REQUIRED BY LAW OR REGULATION.**

**Land Contract:** The down payment of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and the execution of a \_\_\_\_\_ land contract, acknowledging payment of that sum and calling for the payment of the remainder of the purchase money of \$ \_\_\_\_\_ in \_\_\_\_\_ payments of \_\_\_\_\_ or more, which

- (SHALL)  (SHALL NOT) include interest payment at the rate of \_\_\_\_\_ % percent per annum, and which
- (SHALL)  (SHALL NOT) include prepaid taxes and insurance. The contract shall be paid in full on or before \_\_\_\_\_ years from date of sale. Buyer(s) agrees to provide Seller(s) a recent credit report on or before \_\_\_\_\_, which must be approved or rejected in writing by the Seller(s) within \_\_\_\_\_ days of receipt of said credit report. In the event

Address: \_\_\_\_\_

Buyer(s) does not provide the Seller(s) with a written credit report by the date provided above, the Seller(s) may terminate this agreement by a written notice to the Buyer(s).

**3. SELLER CONTRIBUTIONS-** At close of sale, in addition to Seller's normal closing cost(s), Seller hereby agrees to pay the following from their proceeds on behalf of the buyer up to: \_\_\_\_% of sales price or \$ \_\_\_\_\_, toward Buyer closing costs, pre-pays, and escrows, and Lender approved costs. \_\_\_\_\_

**4. CLOSING FEES-** Seller shall pay transfer taxes and other costs required to convey title. Buyer shall pay all costs required for recording Deed and any security instruments. When the sale is either Cash or Seller Financed, the closing fee charged by the closing agent shall be divided equally (50/50) between the Buyer and Seller. When the sale is lender financed the closing fee charged by the closing agent shall be paid in full by the buyer. Buyer shall not be responsible for Seller incurred closing fees.

**5. PURSUANT TO THE ABOVE INDENTIFIED TERMS OF PURCHASE, SELLER(S) AND BUYER(S) AGREE TO CLOSE ON OR BEFORE \_\_\_\_\_ (DATE) UNLESS OTHERWISE MUTUALLY AGREED IN WRITING. BUYER(S) AND SELLER(S) HAVE A RIGHT TO REQUEST A COMPLETE COPY OF CLOSING DOCUMENTS 48 HOURS PRIOR TO CLOSING.**

**6. FIXTURES AND IMPROVEMENTS** – All improvements and fixtures are included in the purchase price if in or on the property, including the following: all buildings, landscaping; lighting fixtures and their shades and bulbs; ceiling fans, drapery and curtain hardware, window coverings, shades and blinds, built-in kitchen appliances including; garbage disposal, drop-in ranges and range hoods; wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches, stationary laundry tubs, water softener (unless rented), water heater, sump pump, water pump and pressure tank; heating and air conditioning equipment (window units excluded), attached humidifiers; heating units including; add-on wood stoves and wood stoves connected by flue pipe, fireplace screens, inserts and grates, fireplace doors, if attached, liquid heating and cooking fuel tanks if owned by Seller(s); installed generator and all support equipment, TV antenna and complete rotor equipment, television wall and/or ceiling brackets, invisible fence, equipment and accessories, all support equipment for in ground pools; screens, storm windows and doors; awnings, basketball backboard and goal, mailbox, fences, detached storage buildings, underground sprinkling, including the pump, installed outdoor grills, all plantings and bulbs, garage door opener and control(s); and any and all items and fixtures permanently affixed to the property.

**Exclusions:** \_\_\_\_\_

See attached Bill of Sale / Personal Property Statement

**7. PRIMARY HEATING FUEL** – (propane, fuel oil, corn, wood, etc., if applicable) Seller(s) shall maintain an adequate amount of primary heating fuel (if primary heating system requires) on the property until possession is surrendered. Any remaining heating fuel after possession is surrendered shall belong to the Buyer(s) and Seller(s) shall not be entitled to any credit from the fuel provider.

**8. TITLE** – As evidence of title, Seller(s) agrees to furnish Buyer(s) at Seller(s)'s cost, a title commitment and after closing, a policy of title insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and insuring the title in marketable condition.  With standard exceptions  With Enhanced/Extended Coverage. If an Enhanced /Extended Coverage Title Policy is requested, all additional expenses incurred shall be the responsibility of the Buyer(s). **Title Objections:** If objection to the title is made, based upon written opinion of the Buyer(s)'s attorney that the title is not marketable as required for performance hereunder, the Seller(s) shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) if unable to remedy the title, to refund the deposit in full termination of this agreement. If the Seller(s) remedies the title within the time specified, the Buyer(s) agrees to complete the sale. Seller(s) agrees to sell and convey marketable title to the property subject to easements and restrictions of record and including gas, oil and mineral rights owned by Seller(s). Title to any gas, oil, and mineral rights to be conveyed but not warranted by Seller(s).

**9. POSSESSION** – Possession to be given  immediately following closing; up to  \_\_\_\_\_ days after closing by 12:00 noon; subject to rights of tenants, if any. Seller(s) shall pay Buyer(s) rent (which commences the day of closing), during time of Seller(s) occupancy after closing  \$ \_\_\_\_\_ per day;  at an amount prorated per day equal to Buyer(s) monthly payment including principal, interest, taxes, insurance, condominium dues and association dues

Address: \_\_\_\_\_

**9a.** At the time of possession, the Seller(s) agree to have the property free and clear of trash, debris and in “broom clean” condition. Seller(s) shall maintain utilities and property in its present condition until time of possession including but not limited to lawn care and snow removal. Seller(s) is liable to Buyer for damage to the property occurring after closing and before vacating, to the extent not covered by the Buyer’s homeowner’s policy, as well as for any deductible portions of a covered claim. Buyer(s) acknowledges responsibility of transferring all utilities the day possession is given.

**9b.** Any notification received by the Seller(s) pertaining to the property must be disclosed to the Buyer(s) prior to closing.

**9c.** If Seller(s)’s Tenants occupy the property, then:

- Seller(s) shall have the tenants vacate the property before closing.
- Buyer(s) shall be assigned all Landlord Rights and security deposit and rents pro-rated to date of closing, with Buyer(s) assuming Landlord Rights and obligations the day of closing.

**10. TAXES:** Unless otherwise indicated below, real estate taxes billed before close of sale are to be paid by Seller. All Real prorated as indicated by an “x” below. The amount to be based on latest tax figures regardless of the Personal Residence Exemption Status (formerly known as Homestead/Non-Homestead). **NOTE:** Local Municipalities’ taxes may be based on different due dates which have no bearing on tax prorations as agreed upon in this contract. **The Personal Residence Exemption Status and any potential property assessment/tax increases due to change of ownership should be verified with the local taxing entity by the buyer.** After closing buyer is responsible for verifying that Property Transfer Affidavit and Personal Residence Exemption is filled with the local Assessor. All special assessments, including current installments and unbilled portion of future installments, which have become a lien upon the land, shall be paid by the Seller at closing (except for perpetual type assessments, i.e. trash removal, street lighting, county drain maintenance water debt or bonds, aquatic weed control).

- Taxes to be pro-rated in ADVANCE, with July bill covering July 1 through June 30; December bill covering January 1 through December 31. Buyer to be responsible for taxes from and including the day of closing.
- No Tax Proration.
- Other: \_\_\_\_\_

**11. PRORATED ITEMS:** Rents, association fees, insurance (if assigned) as well as interest on any existing land contract, mortgage, water and sewer bills or other lien assumed or to be paid by the BUYER, will be prorated to the date of Closing.

**12. SEWER AND WATER CHARGES:** Seller(s) agrees to pay for all sewer and water charges to date of possession.

**13. BUYER(S) AGREES** – that they have examined the before identified property, the Seller(s)’s property disclosure, if applicable and agrees to accept the same “AS IS”, in current condition, subject to any inspection contingencies contained in paragraph 14 below. The buyer shall have the right to a walk-through inspection of the property within forty-eight (48) hours prior to closing in order to determine the property has been maintained in its current condition.

**14. PROPERTY INSPECTIONS** – Buyer acknowledges that it is strongly recommended that the Buyer(s) selects a licensed contractor and/or a qualified inspector to inspect and investigate the property as well as conduct tests for possible environmental hazards including but not limited to mold, radon, etc. The buyer(s) understands and agrees there may be defects that cannot be observed or discovered during the home inspection process. **Buyer(s) agrees to indemnify, and hold harmless the Seller(s) for any loss, damage and/or injuries to persons or property incurred during any inspections.**

Buyer(s) does not desire to obtain any inspections of the property and agrees to accept the property “AS IS”, in its present condition, with no warranties expressed or implied from the Seller(s), real estate brokerages or their agents.  
Buyer(s) Initials \_\_\_\_\_

**This Contract is contingent upon Buyer(s) receipt of satisfactory inspection report(s)** which may include, but not limited to; Home Inspection, Radon Test, Well/Water Test, Percolation Test, Septic Test, and Infestation Test, **at Buyer(s) expense.**  
Buyer(s) Initials \_\_\_\_\_

Buyer(s) will obtain an inspection of the premises, at Buyers expense, and shall, if not satisfied with the results, within \_\_\_\_\_ calendar days of final acceptance of this offer, either A. declare this agreement null and void, in writing and be entitled to a refund of earnest money or B. ask the seller(s) to agree to a purchase agreement amendment based on the results of the home inspection. If the Buyer(s) chooses option B, the seller(s) shall have 48 hours to reply. The seller(s) is under no obligation to agree to amend

terms. If no agreement can be made within 48 hours the buyer(s) shall have 24 hours to either declare the agreement null and void, in writing and receive a refund of the earnest money or declare their intention to proceed to closing under the terms of the agreement. If buyer(s) fails to terminate this offer in the manner provided above, it shall be deemed that the buyer accepts the premises in an "AS IS" condition.

**MUNICIPAL INSPECTIONS:** If a municipal inspection and/or certification of premises is required by any Governmental Entity, Seller agrees to pay for inspections. If seller does not complete all repairs required by any Governmental Entity, Buyer may assume the additional costs to complete repairs or Buyer may declare this Agreement void.

**FLOOD INSURANCE:** Determining the existence of a Flood Insurance requirement or wetlands is the responsibility of the Buyer(s).

**LENDER REQUIRED REPAIRS, if any, shall be paid by:**

Seller(s) not to exceed \$ \_\_\_\_\_.

Buyer(s) not to exceed \$ \_\_\_\_\_.

**15. SURVEY:** Buyer(s) and Seller(s) acknowledge that it is recommend a stake survey at Buyer's expense to determine the true and accurate boundaries of the property and the location of the improvements thereon. Buyer(s) understands and agrees that the sellers do not warrant location of the improvements, easements, and the boundaries of the property, nor assume any responsibility for the representations by the Seller(s) regarding the location of the improvements, easements, and the boundaries of the property. When closing occurs, Buyer(s) shall be deemed to have accepted the location of the improvements, easements, and the boundaries of the property.

**16. RECEIPT OF DISCLOSURES** – Buyer(s) acknowledge that they have received copies of the following:

Lead Based Paint     Seller(s)'s Disclosure     Land Division Act, P.A. 87     Exempt under Sellers Disclosure Act #92 of 1993

**17. "TIME IS OF THE ESSENCE"** - With respect to this agreement, the parties agree that no extensions of time limits are binding unless specifically agreed to in writing. This agreement shall be construed without regard to the party or parties responsible for its preparation.

**18. DEFAULT** – In the event Seller(s) or Buyer(s) defaults in the completion of this transaction, Seller(s) or Buyer(s) may pursue his or her legal or equitable remedies. In the event of Buyer(s) default, the earnest money deposit shall be forfeited.

**19. DEPOSIT** – The Buyer(s) herewith deposit the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_, as goodwill or earnest money that Buyer(s) will comply with the terms and conditions hereof and within the time limited therefore, which sum is to be credited on the purchase price in the event the sale is completed or refunded forthwith if offer is not accepted by seller(s) make this agreement null and void.

**20. RECEIPT** – Seller(s) on this date acknowledges receipt from the Buyer(s) of the amount of earnest money herein before mentioned. All deposits are to be held by the Seller(s), unless otherwise specified, in accordance with the terms hereof and in accordance with the current regulations of the Michigan Department of Consumers and Industry Services. Or unless otherwise specified:

**21. SARGENT'S TITLE COMPANY TO ACT AS ESCROW AGENT-** If the deposit is held by Sargent's Title Company, the partis to this offer to purchase agree as follows:

**21a.** In the event the parties do not complete this transaction the monies held in escrow shall be released by mutual consent of both parties or by an order of the court only.

**21b.** In the event this transaction does not occur, and the monies are released in accordance with sub paragraph 21a, the sum of \$200 shall be retained by Sargent's Title Company for services rendered.

**21c.** If this paragraph is used, this document must be acknowledged by the escrow agent.

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

By: \_\_\_\_\_  
On Behalf of Sargent's Title Company

**22. AGREEMENT** – The Buyer(s) and Seller(s) agree that they have read this document and understand thoroughly the contents herein and agree that there are no different or additional written or verbal understandings. The covenants herein, shall also bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties. As an alternative to physical delivery, the Buyer(s) and Seller(s) agree that this Agreement, any amendment, or modification of this Agreement and/or

any written notice or communication in connection with this Agreement may be delivered via electronic mail and/or by facsimile. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

**23. OTHER TERMS AND CONDITIONS** - \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**24. ACKNOWLEDGEMENT** – Buyer(s), by signing this offer, further acknowledges receipt of a copy of this written offer. Buyer(s) has the right to rescind this offer in writing until notice is given to Buyer(s) or Buyer’s Agent of Seller(s)’s acceptance. If notice of acceptance of this offer by the Seller(s) is not given by **(Date)** \_\_\_\_\_ **at** \_\_\_\_\_ **AM/PM**, this offer shall expire and be of no further force and effect.

_____	_____	_____	_____
<b>Buyer: Print Name</b>	<b>Marital Status</b>	<b>Buyer: Signature</b>	<b>Date</b>
_____	_____	_____	_____
<b>Buyer: Print Name</b>	<b>Marital Status</b>	<b>Buyer: Signature</b>	<b>Date</b>
<b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____ <b>Phone:</b> _____			

**25. SELLER(S) ACCEPTANCE** – Seller(s)’s hereby accepts the Buyer(s)’s offer and acknowledge receipt of a copy of this agreement

**26. SELLER(S) FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) – SELLER(S) affirms** that they  **ARE**  **ARE NOT** Residents of the United States. If Seller(s) are NOT Residents of the United States, then the parties to this agreement will be bound by the FIRPTA Requirements. \_\_\_\_\_/\_\_\_\_\_ **(SELLER(s) INITIALS REQUIRED)**.

_____	_____	_____	_____
<b>Seller: Print Name</b>	<b>Marital Status</b>	<b>Seller: Signature</b>	<b>Date</b>
_____	_____	_____	_____
<b>Seller: Print Name</b>	<b>Marital Status</b>	<b>Seller: Signature</b>	<b>Date</b>
<b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____ <b>Phone:</b> _____			

27. **COUNTER OFFER** – This Purchase Agreement is amended as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller(s) has the right to rescind this offer in writing and accept other offers until notice is given to Seller(s) of Buyer(s)'s acceptance. If notice of acceptance of this offer by the Buyer(s) is not given by **(Date)** \_\_\_\_\_ **at** \_\_\_\_\_ **AM/PM**, this offer will expire and be of no further force and effect.

_____ <b>Seller: Print Name</b>	_____ <b>Marital Status</b>	_____ <b>Seller: Signature</b>	_____ <b>Date</b>
_____ <b>Seller: Print Name</b>	_____ <b>Marital Status</b>	_____ <b>Seller: Signature</b>	_____ <b>Date</b>

31. **BUYER'S ACCEPTANCE OF COUNTER OFFER** – **(Date)** \_\_\_\_\_ **at** \_\_\_\_\_ **AM/PM**.  
In the event the acceptance was subject to certain changes from Buyer(s) offer, Buyer(s) agrees to accept said changes, and all other terms and conditions remain unchanged.

_____ <b>Buyer: Signature</b>	_____ <b>Buyer: Signature</b>
----------------------------------	----------------------------------

**Sargent's Title Company**  
**6060 Torrey Road Suite C**  
**Flint, MI 48507**  
**Phone 810-767-2364**  
**Fax 810-767-2430**

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

**To:** Payoff Department

**1<sup>st</sup> Mortgage:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

**Account No:** \_\_\_\_\_

**2<sup>nd</sup> Mortgage/Line of Credit:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

**Account No:** \_\_\_\_\_

**Social Security No:** \_\_\_\_\_

\_\_\_\_\_

**Property Address:** \_\_\_\_\_

\_\_\_\_\_

**This is our formal authorization that all information regarding our mortgage may be supplied to Sargent's Title Company.**

**Seller** \_\_\_\_\_

**Seller** \_\_\_\_\_

**Please fax payoff good through \_\_\_\_\_ to processing at 810-767-2430. If you have any questions please contact us at 810-767-2364. Thank you!**

# Seller's Disclosure Statement

Property Address: \_\_\_\_\_

Street

City, Village or Township

MICHIGAN

**Purpose of Statement:** This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. 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 substitution 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 A 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 NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A 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 of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hood/fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water softener/conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drainfield	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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:**

1. **Basement/Crawlspace:** Has there been evidence of water?  Yes  No  
If yes, please explain: \_\_\_\_\_
2. **Insulation:** Describe, if known: \_\_\_\_\_  
Urea Formaldehyde Foam Insulation (UFFI) is installed?  Unknown  Yes  No
3. **Roof:** Leaks?  Yes  No  
Approximate age if known: \_\_\_\_\_
4. **Well:** Type of well (depth/diameter, age and repair history, if known): \_\_\_\_\_  
Has the water been tested?  Yes  No  
If yes, date of last report/results: \_\_\_\_\_

BUYER'S INITIALS \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_

# Seller's Disclosure Statement

Property Address: \_\_\_\_\_

MICHIGAN

5. **Septic tanks/drain fields:** Condition, if known: \_\_\_\_\_
6. **Heating system:** Type/approximate age: \_\_\_\_\_
7. **Plumbing system:** Type:  copper  galvanized  other  
Any known problems? \_\_\_\_\_
8. **Electrical system:** Any known problems? \_\_\_\_\_
9. **History of Infestation,** if any: (termites, carpenter ants, etc.) \_\_\_\_\_
10. **Environmental problems:** Are you aware of any substances, materials or products that 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 property.  Unknown  Yes  No

If yes, please explain: \_\_\_\_\_

11. **Flood Insurance:** Do you have flood insurance on the property?  Unknown  Yes  No
12. **Mineral Rights:** Do you own the mineral rights?  Unknown  Yes  No

**Other Items:** Are you aware of any of the following:

- Features of property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?  Unknown  Yes  No
- Any encroachments, easements, zoning violations or nonconforming uses?  Unknown  Yes  No
- Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others) or a homeowners' association that has any authority over the property?  Unknown  Yes  No
- Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?  Unknown  Yes  No
- Settling, flooding, drainage, structural, or grading problems?  Unknown  Yes  No
- Major damage to the property from fire, wind, floods, or landslides?  Unknown  Yes  No
- Any underground storage tanks?  Unknown  Yes  No
- Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?  Unknown  Yes  No
- Any outstanding utility assessments or fees, including any natural gas main extension surcharge?  Unknown  Yes  No
- Any outstanding municipal assessments or fees?  Unknown  Yes  No
- Any pending litigation that could affect the property or the Seller's right to convey the property?  Unknown  Yes  No

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: \_\_\_\_\_

The Seller has lived in the residence on the property from \_\_\_\_\_ (date) to \_\_\_\_\_ (date).

The Seller has owned the property since \_\_\_\_\_ (date).

The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct 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. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28.732 IS AVAILABLE TO THE PUBLIC BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE 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: \_\_\_\_\_

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

Buyer has read and acknowledges receipt of this statement.

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

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

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

**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. 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.*

**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).  
\_\_\_\_\_

(ii) \_\_\_\_\_ 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 (i) or (ii) below):

(i) \_\_\_\_\_ 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).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

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

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser 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.

**Agent's Acknowledgment (initial)**

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

**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.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



---

# Protect Your Family From Lead in Your Home

---



## Are You Planning to Buy or Rent a Home Built Before 1978?

---

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

---

### **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### **Lead is especially 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.



### **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

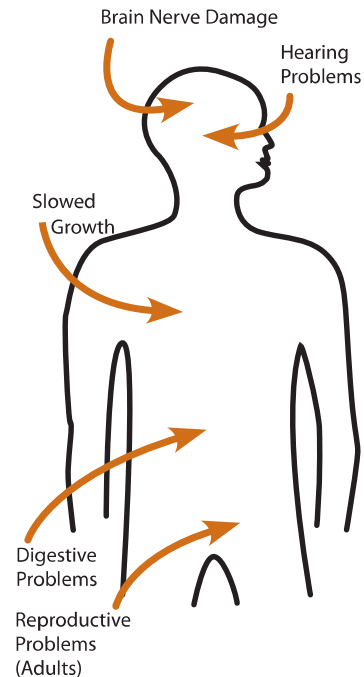
## Health Effects of Lead

---

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### **In children, exposure to 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 amounts 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, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

---

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

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 lead. Blood lead 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.**

## Where Lead-Based Paint Is Found

---

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

---

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

# Identifying Lead-Based Paint and Lead-Based Paint Hazards

---

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  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. EPA currently defines the following levels of lead in soil as hazardous:

- 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

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

---

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- 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 trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

---

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

---

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

---

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- 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

---

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, 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 control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to 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.

## Reducing Lead Hazards, continued

---

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

---

**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

---

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

---

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

---

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

---

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

---

### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

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

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. 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 state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

---

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

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

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(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 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

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

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

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

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
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 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

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

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

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

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

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

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

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

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

---

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

---

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

---

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet 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.

---

# IMPORTANT!

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).