

**VA OFFER TERMS: THIS FORM IS REQUIRED ON ALL VA PROPERTIES
FILLING OUT THIS FORM WILL POPULATE MOST OF THE CONTRACT**

PROPERTY:

COMPLETE PROPERTY ADDRESS: _____

BUYER INFORMATION

If there is a co-buyer, all information for the co-buyer is also required.

Buyer First Name: _____

Buyer Last Name: _____

Buyer Address: _____

Buyer City: _____ State: _____ Zip code: _____

Buyer Home Phone: _____

Buyer Business Phone: _____

Co-Buyer First Name: _____

Co-Buyer Last Name: _____

Co-Buyer Address: _____

Co-Buyer City: _____ State: _____ Zip code: _____

Co-Buyer Home Phone: _____

Co-Buyer Business Phone: _____

Answer YES or NO to the following:

Is the Buyer a Veteran: _____

Is Buyer Licensed Real Estate Agent: _____

Buyer Type: _____

Select from Dropdown Menu

BUYER'S AGENT INFORMATION

Agent Company Name: _____

Principal Broker Name: _____

Agent Name: _____

Agent Email: _____

Agent Phone: _____

Agent Address: _____

Agent City: _____ State: _____ Zip code: _____

VA ELIGIBILITY

Answer YES or NO to the following:

Any person at any time obtained or assumed the payment of any loan made or held by VA or guaranteed or insured by VA under chapter 37, title 38, U.S. code? _____

Any person who has been employed by the service provider or any other entity under common ownership with the service provider within the last 6 months? _____

Any person who at any time was the owner of the property? _____

Any person who previously purchased a property from VA? _____

An officer, employee, director or shareholder of VRM or its affiliated companies? _____

Any person deriving primary means of financial support from a VRM or affiliate employee or close relative? _____

Any agents, brokers, appraisers, attorneys, trustees, employee of representatives and vendors (including property inspection, property preservation and title companies) of VRM or affiliated companies? _____

FINANCING

Total Sales Price: _____

Pre-Qualified: _____

Loan Application Date: _____

Loan Amount: _____

Financing Type: _____

Select form Dropdown Menu

Down Payment Amount: _____

Amount to Finance: _____

Interest Rate: _____

Number of Years: _____

Monthly P & I Payment: _____

Earnest Money: _____

ADDITIONAL OFFER TERMS

Seller Assist: _____

Inspections: _____

Other: _____

CLOSING

State Exact Name(s) in which Title is to be Conveyed: _____

Buyer's Closing Company: _____

Escrow Agent/Closer: _____

Close Date: _____

Principal Signer (s): _____

(Write in Names of person signing contract; if a business—include corporate docs showing signing authority)

VA CONTRACT CHECKLIST

REO # _____ Close Date: _____

Property Address: _____








Purchaser Name(s): _____


Finance Type: _____ Buyer Type: _____

Instructions for Purchaser-Signed Contract Package

- The Contract Package MUST be no more than one PDF document (scan using lowest resolution setting) and MUST contain the documents in the **EXACT STACKING ORDER** listed below.
- Missing documents will result in immediate **REJECTION**

Please initial the following checklist by indicating completed items under your role.


SB		Checklist to be completed by Selling Broker
		VA CONTRACT (NO LOCAL OR STATE PROMULGATED CONTRACTS) <ul style="list-style-type: none">○ Legible, No Strike-through, Initialed and Signed by all Parties○ Ensure all terms match the presented offer○ Purchaser(s) and Agent Electronic Signatures are NOT permitted
		VA LEAD BASED PAINT DISCLOSURE <ul style="list-style-type: none">○ REQUIRED on homes built prior to 1978
		SELLER DISCLOSURE STATEMENT
		PROOF OF FUNDS OR PRE-APPROVAL LETTER at an amount equal to or greater than the Sales Price generated in within the last 30 days in the buyer’s name.
		EARNEST MONEY DEPOSIT <ul style="list-style-type: none">○ EMD amount must equal amount negotiated and be CERTIFIED funds upon acceptance
		VA RADON GAS AND MOLD NOTICE AND RELEASE AGREEMENT
		NOTE: If the buyer is taking title in the name of an LLC, Corp, or other business entity , we will need copies of the Articles of Incorporation showing that the person signing on behalf of the business has the authority to do so.

 _____
SELLING AGENT SIGNATURE

Date

ASSET MANAGER SIGNATURE

Date



Department of Veterans Affairs

RESIDENTIAL PURCHASE AND SALE AGREEMENT

The parties of this contract are The Secretary of Veterans Affairs (Seller) and Buyer as reflected in Section 2.A and 3.A of this Real Estate Purchase Agreement. Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the property defined in Section 1 pursuant to the terms and conditions of this Contract for Sale and the Purchase and any riders and addenda (Contract). The land, improvements and accessories are collectively referred to as the Property:

1. PROPERTY TO BE PURCHASED

Street Address: _____

City: _____

State: _____ Zip: _____

SECTION 1 – PURCHASER(S) INFORMATION

2A. NAME OF PURCHASER	2B. ADDRESS OF PURCHASER (Include No., Street or rural route, City or P.O. Box, State and ZIP Code)	2C. HOME PHONE
		2D. BUSINESS PHONE
3A. NAME OF PURCHASER	3B. ADDRESS OF PURCHASER (Include No., Street or rural route, City or P.O. Box, State and ZIP Code) (If same as above write "SAME")	3C. HOME PHONE
		3D. BUSINESS PHONE
4. STATE EXACT NAME(S) IN WHICH TITLE IS TO BE CONVEYED		5. DO YOU PLAN TO OCCUPY THE PROPERTY <input type="checkbox"/> YES <input type="checkbox"/> NO

6. IS THE PROPERTY BEING PURCHASED DIRECTLY OR INDIRECTLY BY OR FOR ANY OF THE FOLLOWING PERSONS OR ANY OF THEIR CLOSE RELATIVES?

A. ANY PERSON WHO AT ANY TIME OBTAINED OR ASSUMED THE PAYMENT OF ANY LOAN MADE OR HELD BY VA OR GUARANTEED OR INSURED BY VA UNDER CHAPTER 37, TITLE 38, U.S. CODE?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
B. ANY PERSON WHO HAS BEEN EMPLOYED BY THE SERVICE PROVIDER OR ANY OTHER ENTITY UNDER COMMON OWNERSHIP WITH THE SERVICE PROVIDER WITHIN THE LAST 6 MONTHS.	<input type="checkbox"/>	<input type="checkbox"/>
C. ANY PERSON WHO AT ANY TIME WAS THE OWNER OF THE PROPERTY?	<input type="checkbox"/>	<input type="checkbox"/>
D. ANY PERSON WHO PREVIOUSLY PURCHASED A PROPERTY FROM VA?	<input type="checkbox"/>	<input type="checkbox"/>
E. AN OFFICER, EMPLOYEE, DIRECTOR OR SHAREHOLDER OF VRM OR ITS AFFILIATED COMPANIES?	<input type="checkbox"/>	<input type="checkbox"/>
F. ANY PERSON DERIVING PRIMARY MEANS OF FINANCIAL SUPPORT FROM A VRM OR AFFILIATE EMPLOYEE OR CLOSE RELATIVE?	<input type="checkbox"/>	<input type="checkbox"/>
G. ANY AGENTS, BROKERS, APPRAISERS, ATTORNEYS, TRUSTEES, EMPLOYEE OF REPRESENTATIVES AND VENDORS (INCLUDING PROPERTY INSPECTION, PROPERTY PRESERVATION AND TITLE COMPANIES) OF VRM OR AFFILIATED COMPANIES?	<input type="checkbox"/>	<input type="checkbox"/>

(If any answer(s) for Items 6A through 6G is/are "YES," give a detailed statement of circumstances on a separate sheet. The term "Close relative" as used means the spouse, domestic partner, dependent child who lives with such person, parents, children, brother or sister, or any other relative who is a member of the purchaser's household.)

PURCHASER REPRESENTS AND WARRANTS THAT ALL OF THE FOREGOING INFORMATION IN 6A THROUGH 6G IS TRUE, ACCURATE AND COMPLETE.

SECTION II – TERMS OF PURCHASE, CERTIFICATIONS AND CONDITIONS OF TRANSMITTAL OF OFFER

7. CASH OFFER <input type="checkbox"/>		8. TERM OFFER <input type="checkbox"/>	
A. OFFERED PRICE	\$	A. OFFERED PRICE	\$
B. SELLER PAID CLOSING COSTS	\$	B. BUYER CLOSING COSTS (paid by seller)	\$
C. NET SALES PRICE (Item A – Item B)	\$	C. NET SALES PRICE (Item A - Item B)	\$
D. COMMISSION	SALES \$	D. COMMISSION	SALES \$
	LISTING \$		LISTING \$
E. NET TO SELLER (Item C- Item D)	\$	E. NET TO SELLER (Item C – Item D)	\$
		F. DOWNPAYMENT	\$
		G. AMOUNT TO FINANCE	\$
PURCHASERS AGREE TO CLOSE WITHIN DAYS AFTER OFFER IS ACCEPTED.		H. INTEREST RATE %	I. NO. OF YEARS J. MONTHLY P & I PAYMENT \$

9. AMOUNT OF EARNEST MONEY DEPOSIT ▶ \$ _____ (“EARNEST MONEY”)

THE EARNEST MONEY SHALL BE DEPOSITED BY PURCHASER WITH THE ESCROW AGENT WITHIN TWO (2) BUSINESS DAYS AFTER THE FULL EXECUTION OF THIS CONTRACT OF SALE. IF PURCHASER FAILS TO MAKE A TIMELY DEPOSIT OF THE EARNEST MONEY, SELLER IN ITS SOLE DISCRETION MAY ELECT TO TERMINATE THIS CONTRACT OF SALE, WHICH SHALL THEN BE OF NO FORCE AND EFFECT. EARNEST MONEY IS REFUNDABLE TO PURCHASER ONLY PURSUANT TO PARAGRAPHS 6-9 OF THE “CONDITIONS OF SALE” SET FORTH IN SECTION IV. ON THE CLOSING DATE, THE EARNEST MONEY SHALL BE APPLIED TO THE PURCHASE PRICE AND PURCHASER SHALL DELIVER THE AMOUNT OF THE PURCHASE PRICE LESS THE EARNEST MONEY, PLUS OR MINUS APPLICABLE PRORATIONS, DEPOSITED BY PURCHASER WITH THE ESCROW AGENT IN CASH, BANK CHECK, CERTIFIED CHECK OR WIRE TRANSFER INTO ESCROW AGENT’S ESCROW ACCOUNT AT A BANK SATISFACTORY TO SELLER.

10. THE SELLER MAY ACCEPT OR REJECT ANY OFFER AT ITS SOLE DISCRETION. ANY OFFER MAY BE RESCINDED BASED ON PARAGRAPH 6 OF THE “CONDITIONS OF SALE” SET FORTH IN SECTION IV.

11. THE PURCHASER AND SELLER APPROVE AND ACCEPT THIS PURCHASE AND SALE AGREEMENT AND ALL OTHER ATTACHMENTS AND ADDENDA (THE “CUMULATIVE AGREEMENT”). IN THE EVENT ANY PROVISION OF THIS PURCHASE AND SALE AGREEMENT CONFLICTS WITH THE TERMS OF ANY STATE SPECIFIC PURCHASE AND SALE AGREEMENT, WHICH MAY BE ATTACHED, THE PROVISIONS OF THIS PURCHASE AND SALE AGREEMENT SHALL CONTROL.

12. PENALTY- The law provides severe penalties which include fine or imprisonment, or both, for the willful submission of any statement or evidence of a material fact, knowing it to be false.

13A. SIGNATURE OF PURCHASER	13B. DATE SIGNED	14A. SIGNATURE OF SPOUSE OR CO-PURCHASER	14B. DATE SIGNED
15A. NAME AND ADDRESS OF REAL ESTATE FIRM		15B. NAME OF PRINCIPAL BROKER	
		15C. NAME OF SALES PERSON	
		15D. TELEPHONE NUMBER	
16A. SIGNATURE OF PRINCIPAL BROKER OR AUTHORIZED REPRESENTATIVE			16B. DATE SIGNED

SECTION III – ACCEPTANCE BY THE DEPARTMENT OF VETERANS AFFAIRS

THIS CONTRACT OF SALE IS NOT EFFECTIVE AND OF NO FORCE AND EFFECT UNLESS SIGNED ON BEHALF OF THE SECRETARY OF VETERANS AFFAIRS.

17A. THE SECRETARY OF VETERANS AFFAIRS, HIS SUCCESSORS AND ASSIGNS BY: _____ TITLE: _____	17B. DATE ACCEPTED
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Form: VRM SC v.07222013

SECTION IV - CONDITIONS OF SALE

1. Closing Date. The closing shall occur on or before _____, 20__ or such earlier time as both parties shall agree (“Closing Date”). If closing does not occur by the Closing Date, Purchaser must submit an extension request prior to the Closing Date, which Seller may accept or reject at its sole discretion; however, if Purchaser fails to submit an extension request prior to the Closing Date or Purchaser refuses or otherwise fails to perform in accordance with this Contract of Sale, Seller may elect to terminate the Contract of Sale and retain all Earnest Money as liquidated damages and upon notice by Seller to _____ (“Escrow Agent”) and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser’s consent. If Seller accepts the extension request, Seller shall charge a per diem of \$_____ through and including the new closing date specified in the fully-executed extension. The Purchaser has the right to make an independent selection of their own attorney, settlement company, escrow company, title company and/or title insurance company in connection with the closing.
2. Title. Purchaser is responsible for payment of any title insurance required or requested and all closing costs. Purchaser is herewith notified that any offer accepted is subject to delay of closing or cancellation should seller conclude clear title cannot be conveyed. This property is being marketed subject to review of the title package from foreclosure by Seller. Seller or its’ agent will prepare Deed conveying title from Seller to Purchaser. Title to the Property will be conveyed by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed or other local form of Deed acceptable to the recording agent and Seller. Should Purchaser be agreeable, along with lender and Purchaser’s closing agent, to proceed with closing without Seller’s approval of the full title package, a Quit Claim or Non-Warranty deed will be used.

IMPORTANT NOTICE: SELLER DOES NOT GUARANTEE OR WARRANT THE TITLE TO THE PROPERTY. Seller recommends that Purchaser obtain title insurance (or a title guarantee).

3. Condition of the Property. The Purchaser understands that the Seller acquired the property by foreclosure, Deed-in-Lieu, forfeiture, tax sale or similar process. The Seller has limited or no direct knowledge concerning the condition of the property. Purchaser agrees to accept the Property on an “as is” and “where is” basis as of the Closing Date, with all faults, including, without limitation, any defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not, and without any representation or warranty, express or implied, direct or indirect or of any kind or nature, all of which Seller hereby disclaims. Purchaser agrees that neither Seller, nor its agents and representatives, have made and the Seller specifically negates any representation or warranty, express or implied, direct or indirect or of any kind or nature with respect to the Property or the conditions thereof, including, without limitation, the fitness for any particular purpose, habitability, merchantability, marketability, profitability, including, without limitation, any defects, apparent, non-apparent or latent, which now exist or which may hereafter exist and which, if known to the Purchaser, may have caused the Purchaser to refuse to purchase the Property, and further including, without limitation, proper design, quality, physical condition, structural integrity, quality of character of materials used in construction of any improvements (drywall, asbestos, lead paint and urea formaldehyde foam insulation), availability and quantity or quality of water, stability of soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, any other matter affecting the stability, integrity or condition of the Property or improvements, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, including mold, mildew, spores and/or other microscopic organisms and/or allergens, absence of faults, conformity of the Property or the improvements to any zoning, land use or building code requirements or compliance with any laws, rules, ordinances or regulations or any federal, state or local governmental authority, or the granting of any required permits or approvals of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements or remodeling of the structure, compliance with laws and regulations including, without limitation, those relating to health, safety and the environment. Purchaser is not now relying, and will not later rely, upon any representations and warranties, express or implied, direct or indirect or of any kind or nature made by Seller or anyone acting or claiming to act, by, through or under or on Seller’s behalf concerning the Property. Purchaser, for itself and any entity affiliated with Purchaser, waives and releases Seller and its affiliates from and against any liability or claim related to the Property arising under any cause of action based on any other state, local, or federal environmental law, rule or regulation.
4. Occupancy Status of Property. Purchaser agrees that neither the Seller, nor its representatives, agents, or assigns, have made any representation or warranty related to the existence of any tenants or occupants on the Property or as to the existence of any leases or the validity, enforceability, performance under or continuation of any such leases on the Property. All leases shall be deemed assigned to Purchaser upon closing to the extent permitted by applicable law. Purchaser further agrees that Seller is not holding any security deposits and has no information as to such security deposits and Purchaser agrees to assume all responsibility and liability for the refund of such security deposits. Purchaser agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that on the Closing Date, all eviction proceedings and other duties and responsibility of a property owner and landlord, including, but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, will be the Purchaser’s sole responsibility.
5. Personal Property. No items of personal property located on the Property are included in this sale or the Purchase Price unless set forth in Exhibit B of this Contract of Sale. No representation or warranty is made by Seller as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens and Seller assumes no responsibility for such personal property remaining on the Property.
6. Seller’s Right to Rescind. Seller at its sole discretion may rescind the Contract of Sale of the Property and return the Purchaser’s Earnest Money under any of the following conditions: Property is damaged prior to the Closing Date, Seller is unable to deliver the Property as advertised, Seller is unable or unwilling to remove valid objections to title prior to the Closing Date, any errors are made in the calculations concerning the offer to sell the Property, Seller is unable to acquire title to the Property, or the Property is subject to any redemption rights.
7. Inspections. Seller authorizes Purchaser, at Purchaser’s expense, to make a complete inspection of the Property within seven (7) business days from the execution of the Contract of Sale. Within five (5) business days of receipt of any inspection report or within twelve (12) business days of execution of the Contract of Sale, whichever is earlier (the “Inspection Period”), Purchaser may terminate the Contract of Sale by providing Seller with written notice. If Purchaser does not terminate the Contract of Sale within the Inspection Period, Purchaser shall be deemed to have accepted the Property “AS IS WHERE IS”, without any deductions from the Purchase Price or offsets of any kind. Purchaser agrees that Seller shall not make any repairs or replacements indicated in Purchaser’s inspection reports and Purchaser agrees it is Purchaser’s sole responsibility to obtain such reports by qualified professionals on any matters, including without limitation, the conditions set forth in paragraph 3 above, the appliances, structural components and alterations to the Property or presence of any environmental conditions or hazardous substances on the Property. If Purchaser properly terminates the Contract of Sale within the Inspection Period, Purchaser shall be entitled to a refund of the Earnest Money from Escrow Agent.
8. Damage and Repairs. Risk of loss or damage by fire, flood or any other cause before the Closing Date shall remain with Seller. If before the Closing Date, Seller elects in its sole discretion to make any repairs or treatments, which shall only be for functional purposes, all such repairs and treatments will be completed by a vendor approved by Seller. Purchaser shall not enter the Property to make any repairs. Whether or not Seller makes any repairs or treatments, Purchaser waives all claims related to the conditions of the Property and the quality of the repairs or treatments to the Property. Seller does not represent or warrant any work or repairs or treatments to the Property. If Purchaser makes any changes to the Property prior to closing, then Seller shall have the right to terminate the Contract of Sale at its sole discretion and Seller has the right to retain all Earnest Money as liquidated damages and upon notice by Seller to the Escrow Agent and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser’s consent.



Financing. If this Contract of Sale is contingent on Purchaser obtaining financing to purchase the Property, the type of financing should be one of the following (check one): (i.) ☐ Conventional (Insured) (ii.) ☐ Conventional (Un-insured) (iii.) ☐ FHA (iv.) ☐ VA (v.) ☐ USDA/Rural Development (vi.) ☐ Other (specify: _____). In such circumstance, Purchaser shall obtain an application for a mortgage loan based on the terms as set forth below within three (3) business days of the execution of this Contract of Sale, an appraisal completed within fifteen (15) business days after the execution of this Contract of Sale, and a loan commitment letter to be received within twenty (20) business days of the execution of this Contract of Sale. Purchaser shall obtain an application for a mortgage loan based on the following financing terms: Loan Amount of \$_____ and term of _____ years with prevailing rates, terms and conditions. Lender shall fund the escrow agent and provide all loan closing documentation as of the Closing Date. Any change to the above-referenced terms shall give Seller the right in its sole discretion to terminate the Contract of Sale and retain all Earnest Money as liquidated damages. If Purchaser, despite its diligent efforts, does not comply with the provisions of this section, Seller may terminate this Contract of Sale and sign the “Release of Earnest Money and Termination of Contract of Sale” form. Purchaser must provide its loan application, proof of the application date and a copy of the denial letter from the prospective lender to Seller in the time period specified above as well as complies with all requests from lender during the application loan process in order to receive the Earnest Money deposit. Failure to do so will result in the Earnest Money being disbursed to Seller and upon notice by Seller to the Escrow Agent and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser’s consent.

10. Closing Costs. Purchaser shall pay all of the closing costs associated with the transaction, including, without limitation, all recording costs, attorney fees, survey, appraisal, application, processing, credit report, documentary, transfer taxes and tax stamps, excise and other fees, all costs related to the financing and escrow fees. Purchaser is responsible for payment of all requested title insurance. Seller and Purchaser agree to prorate all assessments, rents, ground rents and taxes as of the Closing Date. Purchaser assumes all obligations and liabilities including and after the Closing Date. Notwithstanding the foregoing, the Seller at its sole discretion may agree to contribute toward closing costs which shall not exceed \$_____ and will only be paid if costs are properly substantiated costs and pursuant to the agreed amounts. In the event the total of closing costs are less than the amount of Seller’s contribution toward closing costs, then Seller’s contribution shall be limited to the total of such actual closing costs. Purchaser agrees he/she is responsible for payment without limitation

PURCHASER’S INITIALS: _____



SELLER’S INITIALS: _____

of all requested title insurance, all closing costs, homeownership dues, all state taxes and tax stamps on deeds, mortgages and notes and any and other fees (Collectively “Buyers Fees”) . Purchaser agrees all Prorations calculated at closing, including prorations for taxes, are final once the transaction closes. Seller shall not be responsible for homeowner’s association assessments that accrued prior to the date that the seller acquired the property. Purchaser should not rely on the Seller’s current property taxes as the amount of property taxes that the purchaser may be obligated to pay in year subsequent to the purchase. A change in ownership or property improvement may result in reassessment and could result in higher property tax obligations.

11. Waiver of Jury Trial. to the fullest extent not prohibited by law, each of Seller and Purchaser agree to, and does, waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Contract of Sale or the subject matter of this Contract of Sale. The scope of this waiver is intended to be all-encompassing of any and all disputes of any kind and nature whatsoever that may be filed in any court and relate to the subject matter of this agreement. Seller and Purchaser agree that this waiver is a material inducement to entering into this Contract of Sale and each will continue to be bound by and rely on this waiver in their related future dealings. Each party hereto further represents and warrants that it has had the opportunity to review this waiver with legal counsel of its own choosing and that it knowingly and voluntarily waives its jury trial rights. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and this waiver shall apply to any subsequent amendments, renewals, supplements, or modifications to this agreement. In the event of litigation, this agreement may be filed as a written consent to a trial by the court without a jury.

12. Special Provisions:

13. Miscellaneous. This Contract of Sale is not assignable by the Purchaser and any other documents executed by Seller and Purchaser contain the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statement or representations not contained herein. Time is of the essence in the performance of this Contract of Sale. This Contract of Sale shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Property is located. This Contract of Sale is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys’ fees, expended or incurred in connection therewith. Upon Closing, Purchaser reaffirms that Seller has made no representations and warranties, express or implied, direct or indirect or of any kind and nature whatsoever.

14. Purchaser Certifications.


a. I offer to purchase the property herein described at the price and terms shown herein, subject to all the applicable conditions of this Contract of Sale shown herein which I have read and which constitute part of my offer. I understand this property is subject to prior sale, change of price or withdrawal from the market, and to approval and acceptance by the Department of Veterans Affairs or its agents or assigns.

b. Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, otherwise make unavailable or deny the dwelling or property covered by this offer to purchase to any person because of race, color, religion, sex, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, familial status, or national origin is illegal and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

SELLER:


Date: _____

PURCHASER:

_____

Date: _____

PURCHASER:

_____

Date: _____

SALES BROKER CERTIFICATION

1. I, the undersigned sales broker, have received from the prospective purchaser (s) the deposit shown herein which I am holding for the Department of Veterans Affairs. I certify and agree that:

a. I am acting as Trustee of these funds which will be placed in my Trust Escrow Account. If the purchase offer is not accepted by VA, the deposit shall be returned to the prospective purchaser(s), without interest.

b. The statements of the prospective purchaser(s) shown herein and in the attached credit statement, if required, are believed to be true and correct. I do not know of any loans, gifts, or financial assistance being made to the prospective purchaser(s). I will disclose to VA any such information coming to my attention if seller financing is involved.


c. The sales commission shall not be deemed earned unless and until the sale is actually closed, and that the sales commission shall be payable in the amount and time as established by the Seller. In addition, sales commissions may not be payable, if the purchaser(s) or co-purchaser(s) is/are a person having an identity of interest in one of the following categories: (i) Selling broker who has knowledge or has received a copy of either the foreclosure or marketing appraisal;(ii) Person who has control over marketing decisions has knowledge or has received a copy of the marketing analysis; (iii) Person who processes or evaluates offers; (iv) Spouses, parents, in-laws, children, stepchildren; brothers and sisters of, and persons who reside with any of the above; and, (v) The identity of interest's partners, employees and sales associates.

d. I am duly licensed to sell real estate by the appropriate governmental agency in the area where this property is located.

e. Neither the broker nor any of his/her sales, management, or rental personnel, employees, or others authorized to act for the broker will, in violation of Title VIII of the Civil Rights Act of 1968 as amended (The Fair Housing Act), or Executive Order 11063, decline to show or will discriminate in the sale or rental of any property now or here after listed with him/her. It is further agreed that the undersigned will: (i)Instruct the staff in the policies of nondiscrimination and applicable laws; (ii) Prominently display the Fair Housing Poster in all offices in which sale or rental activity takes place; (iii) Use the approved Equal Housing Opportunity logo, slogan, or statement in all advertising in conformance with Advertising guidelines for Fair Housing; (iv) When advertising VA-acquired properties located in predominantly white areas, utilize any available minority media (solely or in addition to other media); and, (v) Maintain a nondiscriminatory hiring policy in affirmatively recruiting from both minority and majority groups for staff.

f. Non-compliance by the broker or any employee of his or her organization with the laws, executive orders, or regulations, against discrimination in the sale or rental of any property, or with this certification will be proper basis for barring the undersigned from participation in the program of selling, renting, or managing HUD or VA owned properties. I also understand that such determination of debarment by either HUD or VA shall be honored by both.

SALES BROKER:

_____

Date: _____

PURCHASER’S INITIALS: 

SELLER’S INITIALS: _____



Property Address: _____
REO ID #: _____

SELLER'S DISCLOSURE STATEMENT

Purpose of Statement: This statement is being made in compliance with the Sellers Disclosure Act in states where necessary.


This statement is to disclose that the Veterans Benefits Administration Department of Veterans Affairs, Vendor Resource Management, their officers, employees, agents, successors and assigns, ("the Sellers") have not occupied the property and have acquired ownership through financial process. The Real Estate Broker and Agents of the Broker ("the Agents") as independent marketing contractors to the Seller are not generally qualified to advise the Purchaser on the, Health and Safety, Legal, or Structural conditions of the property or land. This property is marketed in a **Where is/As is** condition and the aforementioned make no representation as to the condition of the property or land and make no warranties, expressed or implied, with respect thereto. Property is being marketed subject to any/all recorded reservation of mineral rights.


PURCHASER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY AT THEIR OWN EXPENSE TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY AND LAND.

THIS PROPERTY IS BEING MARKETING SUBJECT TO REVIEW OF THE TITLE BY SELLER. PURCHASER IS HEREWITHTH NOTIFIED THAT ANY OFFER ACCEPTED IS SUBJECT TO:

1. DELAY OF CLOSING
2. CANCELLATION SHOULD SELLER CONCLUDE CLEAR TITLE CANNOT BE CONVEYED OR
3. CONVEYANCE BY QUIT CLAIM / NON-WARRANTY DEED

PURCHASER FURTHER ACKNOWLEDGES THAT ANY EXPENSES INCURRED PRIOR TO CLOSING OR AS A RESULT OF CLOSING DELAY OR CANCELLATION WILL NOT BE REIMBURSED BY SELLER.

Purchaser Initials:  _____

Purchaser Initials:  _____


IMPORTANT NOTICE: SELLER AND CONTRACTOR DO NOT GUARANTEE OR WARRANT THE TITLE TO THE PROPERTY. Seller recommends that Purchaser obtain title insurance or a title guaranty.

ADDITIONAL DISCLOSURES AND CONDITIONS – PLEASE REVIEW AND EXECUTE ATTACHMENT "A"

Please see attachment "A" for any known conditions and/or listed inspections done on the property and received by the Seller if applicable, other than those covered by separate disclosure statement. The Purchaser in signing this document has been given the opportunity to review the results of any known conditions or reports listed above pertaining to and received by the Seller on the aforementioned property. On properties built before 1978 the Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home".


Purchaser represents and warrants in signing this document that he/she has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Agents as to the condition of this property and that the Purchaser has not relied on the Seller's failure to provide information regarding the condition of the property and has obtained their own professional advice and inspections.

Listing Brokerage Name: Priority Realty, LLC

Listing Agent:  _____
(Signature)

Date: _____

Selling Brokerage Name: _____

Selling Agent:  _____
(Signature)

Date: _____

Purchaser:  _____
(Signature)

Date: _____

Purchaser:  _____
(Signature)

Date: _____

**NOTICE OF POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

1. DATE PREPARED

2. PAGE NO.

3. PROPERTY IDENTIFIER

PAGE 1 OF 1 PAGES

4. PROPERTY ADDRESS (Include No., Street or Rural Route, City or P.O., State and ZIP Code)


5. DISCLOSURES AND CERTIFICATIONS**A. 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 is recommended prior to purchase.

B. Seller's Disclosure (Initial Items B1 or B2 and B3 or B4, you may attach additional sheets if needed for B1 or B3)

1. _____ The following known lead-based paint and/or lead-based paint hazards are present in the housing:


OR

2.  VA has no knowledge of lead-based paint hazards in the housing.

AND

3. _____ VA has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing; i.e., the following:

OR

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


C. PURCHASER'S ACKNOWLEDGEMENT (The purchaser(s) must initial item C1 or C2)

The purchaser(s) of the property identified in Item 4 above acknowledge(s) that he/she/they has/have received all of the information listed above and the lead hazard information pamphlet "Protect Your Family From Lead In Your Home," EPA 747-K-94-001, and certify that:

1. _____ He/she/they has/have received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (unless the parties have mutually agreed to a different period of time), before becoming obligated under the contract to purchase the housing. The 10-day period expired

✓ 2. _____ He/she/they has/have been informed of the 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and choose to waive it.

D. AGENT'S ACKNOWLEDGEMENT (Initial and complete Items 8A and 8B below)

 I am aware of my duty under 42 U.S.C. 4852d to ensure compliance with the requirements of Title X.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

6A. SIGNATURE OF PURCHASER

6B. DATE SIGNED

7A. SIGNATURE OF CO-PURCHASER

7B. DATE SIGNED

8A. SIGNATURE OF REAL ESTATE AGENT

8B. DATE SIGNED

9A. SIGNATURE OF REAL ESTATE BROKER OR BROKER'S
AUTHORIZED REPRESENTATIVE

9B. DATE SIGNED

10A. SIGNATURE OF SECRETARY OF VETERANS AFFAIRS OR DESIGNEE

10B. DATE SIGNED

Radon Gas and Mold Notice
And Release Agreement

Property Loan# _____
Property address: _____

REO ID#: _____
Address: _____
City: _____
State: _____
Zip: _____

PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.

Purchaser acknowledges and accepts that the VA-owned property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Veterans Affairs, his/her officers, employees, agents, successors and assigns (the "Seller") and Vendor Resource Management, an independent management and marketing contractor to the Seller, its officers, employees, agents, successors and assigns (the "Agent") have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or Agent or otherwise made available to Purchaser by the Seller or Agent.


Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Agent as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or Agent's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING.** Purchasers are hereby notified and agree that they are solely responsible for any required and remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, Agent, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or Agent resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser are choosing, and hereby acknowledge reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

 Dated this _____ day of _____, 20_____.



Purchaser Signature



Purchaser Signature

Purchaser Printed Name

Purchaser Printed Name

ADDENDUM TO AGREEMENT FOR THE SALE OF REAL ESTATE

PROPERTY: _____
SELLER: _____
BUYER: _____

Buyer and Seller agree and understand that the AGREEMENT FOR THE SALE OF REAL ESTATE is AMENDED as follows:

Any municipal and/or Home Owner Association (HOA) certification(s), requirement(s), etc. are the cost and/or responsibility of the buyer. This includes but is not limited to: dye tests, occupancy inspections, permits, zoning certifications, resale certificates, utility meter and/or meter interface unit installation, etc. Buyer will order **and** pay for the needed municipal/HOA certification(s), permit(s), inspection(s), etc. Buyer agrees to make any and all necessary corrections that are required as a result of municipal/HOA certification(s), requirement(s), etc. at Buyer's sole expense **after closing** including but not limited to the cost of any needed re-inspection(s). Buyer is responsible to obtain final utility readings and/or final bills as necessary or required including a bill history. Any delays in closing resulting from the Buyer's failure to perform any of the above obligation(s) in a timely manner may cause Buyer to be changed a per diem from the original closing date and/or cancellation of contract and/or loss of earnest money deposit.

Buyer is purchasing the property in its present and as is condition with no warranties expressed or implied by Priority Realty, LLC, its broker, agents or employees, the Seller or the Seller's agents or employees. Buyer will hold harmless these parties for any claims, losses, damages or liabilities which Buyer or Buyer's successors may incur as a result of any condition(s) or defect(s) which may now or hereafter exist with respect to Property. Property has never been inspected nor inhabited by the Seller. Any entity that enjoins Priority Realty, LLC, its broker, agents or employees, the Seller or the Seller's agents or employees in litigation for any issue arising out of property condition agrees that the enjoined party's attorney's fees and costs will be paid by the entity enjoining the party.

Buyer acknowledges that Buyer has viewed the property prior to submitting their offer. For the purposes of this agreement, viewing date is considered to be the day the offer has been submitted to the Seller/Seller's agent. Buyer acknowledges the as-is condition of the property at the time of inspection. Any change(s) in property condition after Buyer's initial viewing shall be communicated in writing to the opposite party by the party identifying the change(s) in property condition.

Buyer is responsible for removal of any personal property including but not limited to vehicles, trash, debris, etc. from the property (if necessary) at Buyer's sole expense **after** closing. Seller, seller's agents, brokers, employees, etc. make no warranty as to condition or ownership of any personal property which remains in the home after closing.





Seller will not purchase a home warranty for Buyer unless specifically agreed to in writing in the Seller's addendum, if any or otherwise in the Agreement of Sale under Special Clauses. Seller will not pay any administration, other fee or additional commission on behalf of the Selling Agent. No commission and/or broker fee(s) are due and payable until the property closes and funds.

The real estate taxes for the property are estimated. Assessment and tax figures can vary. This information was provided by the third parties and is not warranted. The lot size is approximated from information provided in County tax records and is not warranted. Buyer is responsible for verifying this information. Seller may not/does not possess mineral rights or have knowledge of same.

Buyer understands that utilities will not be turned on (unless already on) for any inspections. If Buyer wishes to have utilities on, they may be turn in Buyer's name and at Buyer's sole expense. Buyer must notify Priority Realty in writing of utility activation request. Buyer may be required to pay the cost of de-winterization and/or re-winterization prior to activating water service. Buyer must notify listing office within 1 (one) business day once inspections are complete so the property may be re-winterized. Buyer is responsible for any unreasonable damage that may occur for having said utilities turned on; including lack of notification of inspection completion.

This addendum shall supersede any language to the contrary in the Agreement of Sale but shall not supersede any language to the contrary in any of the seller's addendum(s) if any. **This addendum shall survive closing.**

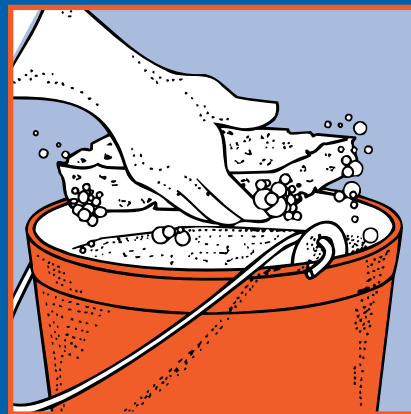
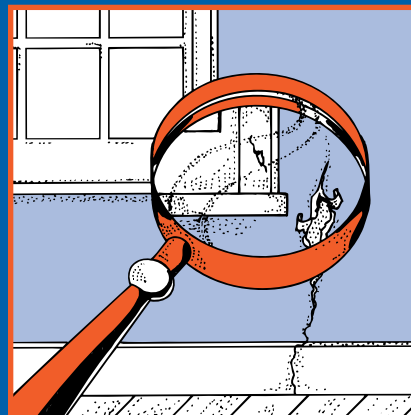
All parties acknowledge and accept by signing below.

Buyer's Signature	Date	Seller's Signature	Date
	_____	_____	_____
	_____	_____	_____
Buyer's Agent Signature	Date:	Listing Agent	Date
	_____		_____

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.



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



Recycled/Recyclable

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

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.

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

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

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:

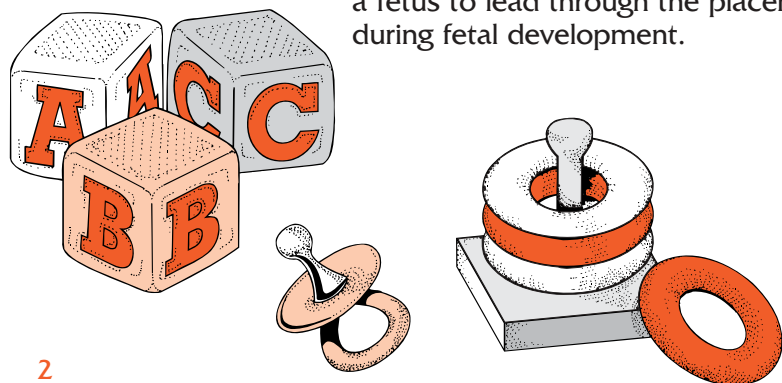
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

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:

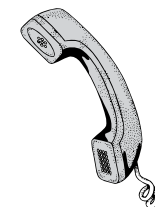
- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



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

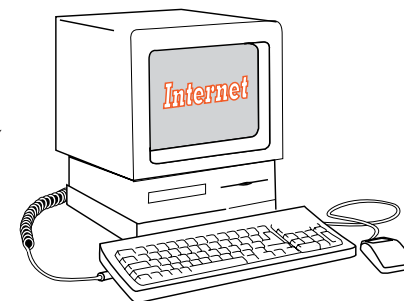
Call **1-800-426-4791** for information about lead in drinking water.

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**.

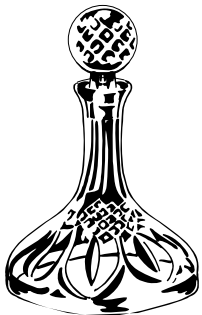
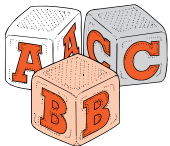


For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

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.

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:

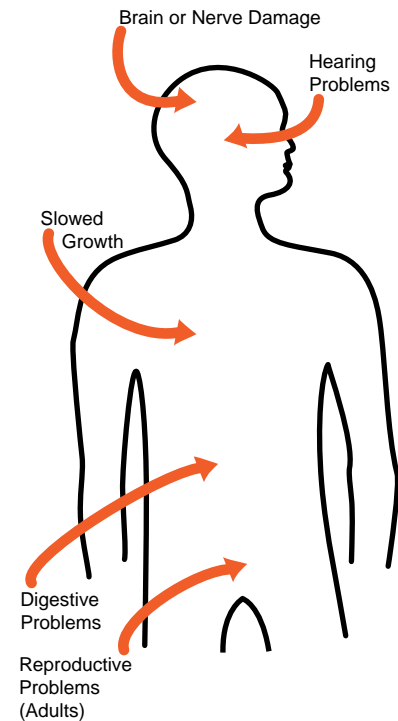
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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.

Remodeling or Renovating a Home With Lead-Based Paint

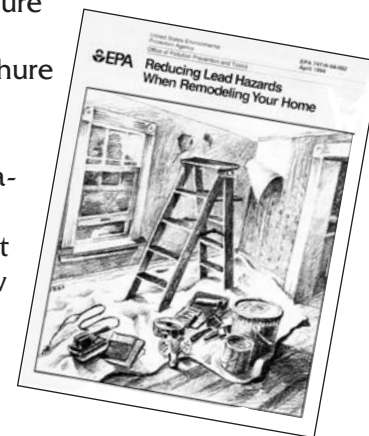
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **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.



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.

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.

