

Read Me FIRST!



1.

PROTECT YOURSELF!

Liberty Title has the expertise, financial controls, and security protections to get your deal closed safely, securely, and on time. Not all title companies have the same capabilities, which is why we are warning you against “split closings.”

2.

SPLIT CLOSINGS?

A split closing is the term used when the Buyer and Seller are represented by two different title companies. Split closings have become more common with the loosening of industry regulations on affiliated title companies. Real Estate agents and lenders often receive financial compensation for referring business to their affiliated title company. This offers no benefit to the Buyer or Seller. We’ve actually seen an increase in identity theft, wire fraud, and delayed closings due to split closings.



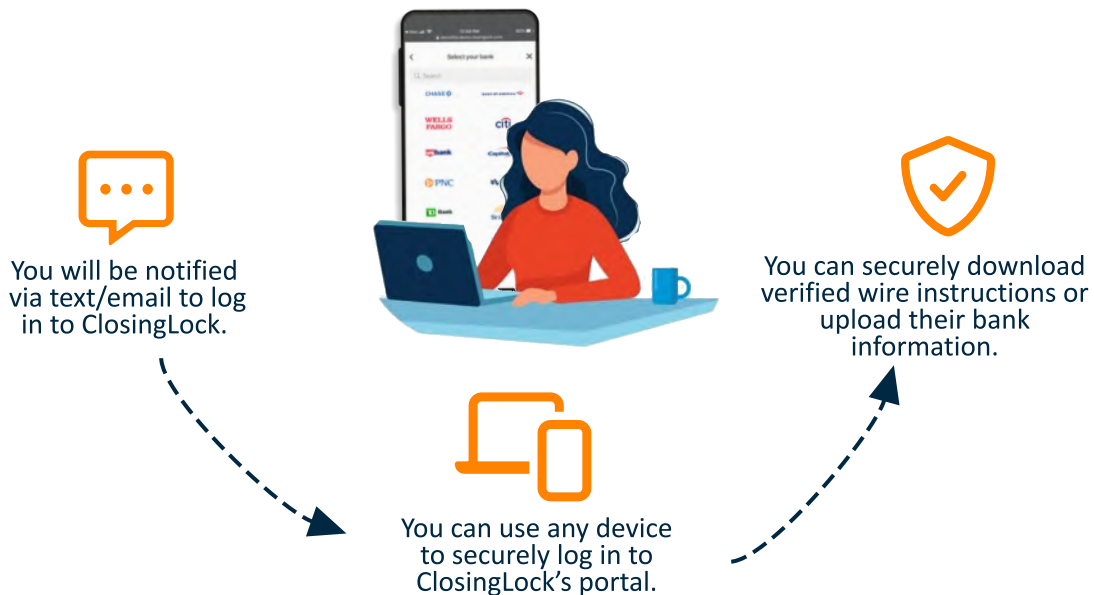
LIBERTY TITLE
PROTECTING PROPERTY RIGHTS SINCE 1974
WWW.LIBERTYTITLE.COM

Trust Liberty Title.

We have been doing this the right way for over 50 years!

Protecting You *with* ClosingLock

ClosingLock is the world's leading online platform for protecting Buyers and Sellers from real estate wire fraud.



ClosingLock makes closing easy for you:

No registration, apps or passwords are required!

With real time email/phone/text notifications and integrations with over 11,000 financial institutions through Plaid you will have peace of mind knowing your money is safe.

⚠ Do not trust wiring information outside of ClosingLock ⚠

We will never contact you directly to provide wire instructions. If you receive an email, phone call, link, attachment, letter, etc. with wire instructions please notify Liberty Title immediately using a phone number you get directly from the Liberty Title website | www.libertytitle.com

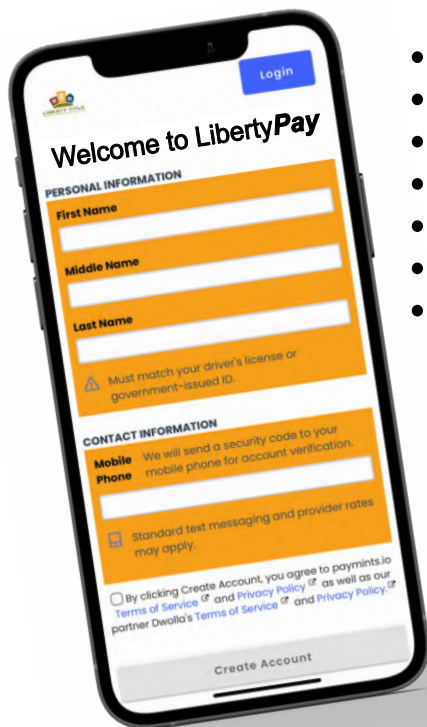


LIBERTY TITLE



www.closinglock.com

SKIP THE EMD HASSLE — WITH — LIBERTYPAY Real Estate Payments Safer. Simpler. Smarter.



- Earnest Money Deposits made easy
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*Actual Seller who just
received notice the buyer's
EMD was safely deposited!
Scan QR code for more info!*



LIBERTY TITLE

**WWW.LIBERTYTITLE.COM
855-343-8830**

9 *For Sale by Owner Safety Tips!*

- 01 Never show your home alone.
- 02 Store all your valuables out of sight.
- 03 If you have guns, store them at a family or friend's house if possible. If not, make sure they are locked and out of sight.
- 04 Get some personal information from the person(s) who want to see your home, such as a name, telephone number and where they work.
- 05 Call the number they gave you and confirm the appointment. this will verify that the information they gave you is correct.
- 06 Put the visitor's personal information in a book or folder. Give this information to a trusted friend for safekeeping.
- 07 Have the person(s) you are showing your house to stay together. Stay with them at all times.
- 08 Try and make arrangements for your kids to go to a friend's house.
- 09 If the house is vacant and you are meeting the person(s) there, don't park your car where it can be blocked in.



We often forget that Realtors® offer safety as well as help when selling our homes. Realtors® usually get personal information on people whom they are showing property to, such as where they live and work. They also tend to have the person(s) meet them at their office so they can all ride in the Realtor's car. They also try to keep people together when showing your home so they do not have to worry about theft. Realtors® usually pre-qualify the people prior to showing them your home so you know that the person(s) looking can actually afford to buy your house.

This package contains the basic materials you will need to enter into a binding contract to sell your home. Please review them carefully before you negotiate with a Buyer.

Browse through the "For Sale by Owner Program" included in this packet, then visit the "Selling?" section on our website (www.Libertytitle.com) and download our "Homeowners Guide to a Storybook Sale".

1.

Complete and sign the Seller's Disclosure Statement. This must be given to the Buyer at the time you sign the contract.

2.

Complete and sign the Lead Based Paint Disclosure. Give this to the Buyer at the time you sign the contract. You must also provide the enclosed Lead Based Paint booklet for your Buyer.

3.

If your home has a well or septic system, contact the County Health Department regarding the need for inspection prior to sale.

4.

Check with your municipality to see if there are any requirements regarding home inspections with the sale of a home.

5.

Complete the Real Estate Purchase/Sale Agreement. Be complete (address all issues), be accurate (all names spelled out in full) and be reasonable (allow yourself appropriate time periods for contingencies.)

6.

Complete the appropriate information sheets: Sellers Information, Buyers Information, Payoff Authorization(s), Condominium information. Email addresses & cell phone numbers are very helpful!

7.

Complete the Earnest Money Escrow, have the Buyer sign it and collect the Buyer's earnest money check which should be payable to "Liberty Title Agency Escrow Account".

8.

Come into any Liberty Title office with the Sales Contract, Escrow Agreement, information sheets, payoff authorization and Earnest Money deposit and ask to speak to an Escrow Officer. We will open your order and start you on your way to a Happy Closing!

9.

THE INFORMATION CONTAINED IN THIS PACKAGE IS FOR REFERENCE PURPOSES ONLY & IS NOT INTENDED TO REPLACE THE ADVICE OF A REAL ESTATE ATTORNEY OR REALTOR. YOU SHOULD CONSULT A PROFESSIONAL BEFORE SIGNING A CONTRACT.

Seller's Checklist

If you can answer "yes" to most of these questions, it means you may want to act on your own.
If not, we urge you to call your local real estate professional.



Set the right selling price?



Create and place effective advertising?



Groom and improve the property so it will sell for top dollar?



Screen potential buyers?



Protect against undesirable callers?



Extract an offer to purchase?



Negotiate objectively?



Make a "hard close"?



Negotiate financing alternatives?



Protect yourself in escrow?



Arrange sale terms for the best tax effects?



Avoid guarantees to buyer that will obligate you later?



Remain in the house if it should not sell for a long time?



Just Say "No" to a split closing



Offer

When you receive an offer, be sure to pay attention to the contract form the Realtor submitted. If the Realtor submits an offer on their agency's form contract it will more than likely call for the use of their preferred title company for the closing of the Buyer's mortgage. This will result in a "split closing," which is a closing where the Buyer & the Seller are represented by two different title companies.



Kickbacks

Realtors & lenders often receive financial compensation for referring business to a preferred title company, but split closings provide no benefit to the Buyer or Seller.



Fraud

In fact, split closings double the risk of cyberfraud, identity theft or the theft of your mortgage payoff or your sale proceeds. After all, when you agree to a split closing, all of your personal information (including your SSN & banking information) will be provided to a company that you do not know.



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Selling your home? Before you make a move, visit our website! It's filled with tips, tales and tools for anyone selling their home. WWW.LIBERTYTITLE.COM can:

01

Help you decide whether or not to use a Realtor® (it's usually worth it.)

02

Guide you through the "for sale by owner" process, if you choose to do it yourself (with tips on how to price your home correctly, which advertising really works, and how to respond to an offer.)

03

Take the mystery out of closings with a Step-by-Step guide to what really happens and why!



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HELPFUL
Websites

<https://www.zillow.com/>

01

<https://flatfeejeff.com/>

02

<https://bestchoiceflatfee.com/flat-fee-mls/>

03

<https://www.forsalebyowner.com/>

04

<https://flatfeemichigan.com/>

05

<https://www.houzeo.com/>

06

FREE WEBSITE!

WE PROMOTE YOUR PROPERTY
WITH ITS OWN UNIQUE URL!

<http://www.123MapleStreet.com>

The screenshot shows a web browser window displaying a property listing for 123 Maple St., Des Moines, IA 50265. The page includes a navigation menu on the right with links such as Home, Listing Detail, Photo Gallery, Rooms, Community Information, Property Map, School information, Open House, Property Reports, Mortgage Calculator, Schedule Showing, Email Your Friend, Print Brochure, and About Me. The main content area features a large photo of the property, a smaller photo of the interior, and a section for the listing agent, Marina Kozlovskaja. A callout box titled 'Area Information' provides details about the property's location, including the address (2825 Broadway, San Francisco, CA 94115-1060), area resources, local utilities, and schools. Another callout box titled '123 Maple St.'s Attachments' lists documents like the Floor Plan, Natural Hazard Disclosure Statement, and Smoke Detector Statement of Compliance.

Part of our For Sale By Owner Program includes a
FREE Website that features the property listed.
Websites are available for FSBOs or Realtor customers
that would like another way to feature a property



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100% LOCAL: LIVING AND WORKING IN THE COMMUNITIES WE SERVE
855.343.8830



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy 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 and 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.

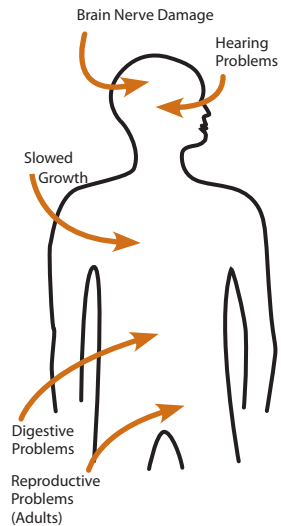
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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.¹

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.²

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).

¹ “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), or more than 0.5% by weight.

² “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 (Page 7 *Replacement Insert Effective 1/6/2020*)

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.

Are You Planning to Buy or Rent a Home Built Before 1978? (Page 1 *Replacement Insert for 2nd to last bullet point. Effective 3/8/2021*)

- 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.

Where Lead-Based Paint Is Found (Page 6 *Replacement Insert Footnote 1. Effective 3/8/2021*)

¹ "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^2), or more than 0.5% by weight.

Reducing Lead Hazards (Page 11 *Replacement Insert last bullet point. Effective 3/8/2021*)

- 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.

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.³

³ 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 professional. 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 *(Page 12 Replacement Insert Effective 3/8/2021)*

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 window 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 10 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 16 and 17), epa.gov/lead, or call 1-800-424-LEAD.

U. S. Environmental Protection Agency (EPA) Regional Offices *(Page 17)*

Replacement Insert for Regions 2, 5, 7, and 10. Effective 3/8/2021

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 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 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

U. S. Department of Housing and Urban Development (HUD) *(Page 18)*

Replacement Insert for this paragraph Effective 3/8/2021

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

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, 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 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.⁴
- 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.

⁴ 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 and 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 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 or 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, 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) 321-6671

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 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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.
WWPD/TOPE
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
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
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 or 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 HUD's Office of Healthy Homes and Lead Hazard Control 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/offices/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).

Forms & Agreements

What's Included In This Packet

- o Sellers Disclosure Statement*.....
- o Real Estate Sale/Purchase Contract* (6 pages)
- o Addendum* (1 page)
- o Removal/Extension of Specified Contingency(ies)* (1 page)
- o Lead-Based Paint Disclosure Form* (1 page)
- o Sellers Estimated Proceeds Worksheet* (1 page)
- o Earnest Money Escrow Agreement (1 page)
- o Mortgage Payoff Request and Authorization (1 page)
- o Homeowners Associations/Condominium Status (1 page)
- o Buyers Information Sheet (1 page)
- o Sellers Information Sheet (1 page)
- o Safety Tips Sheet (1 page)

Before completing or distributing any of these forms, make several photocopies of the blank originals, so you'll have what you need in case of changes, errors, etc. Then, after completing one original, photocopy as needed.

***Caution:** The enclosed forms and materials DO NOT replace the professional advice of your attorney or Realtor®. They are included to assist you and to provide you with a starting point for your home-selling transactions. These forms are designed for the sale of an existing home or condominium. They should be reviewed, modified and supplemented or amended by your attorney or Realtor® for your unique transaction prior to their use. Significant modifications will be needed for vacant land or commercial property. Therefore, Liberty Title Agency disclaims any liability for loss or damage which may be incurred by reason of use of these forms.

Property Address: _____ MICHIGAN
Street City, Village or Township

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	_____	_____	_____	_____	Lawn sprinkler system	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	Water heater	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____	Plumbing system	_____	_____	_____	_____
Hood/fan	_____	_____	_____	_____	Water softener/conditioner	_____	_____	_____	_____
Disposal	_____	_____	_____	_____	Well & pump	_____	_____	_____	_____
TV antenna, TV rotor & controls	_____	_____	_____	_____	Septic tank & drain field	_____	_____	_____	_____
Electric System	_____	_____	_____	_____	Sump pump	_____	_____	_____	_____
Garage door opener & remote control	_____	_____	_____	_____	City water system	_____	_____	_____	_____
Alarm system	_____	_____	_____	_____	City sewer system	_____	_____	_____	_____
Intercom	_____	_____	_____	_____	Central air conditioning	_____	_____	_____	_____
Central vacuum	_____	_____	_____	_____	Central heating system	_____	_____	_____	_____
Attic fan	_____	_____	_____	_____	Wall furnace	_____	_____	_____	_____
Pool heater, wall liner & equipment	_____	_____	_____	_____	Humidifier	_____	_____	_____	_____
Microwave	_____	_____	_____	_____	Electronic air filter	_____	_____	_____	_____
Trash compactor	_____	_____	_____	_____	Solar heating system	_____	_____	_____	_____
Ceiling fan	_____	_____	_____	_____	Fireplace & chimney	_____	_____	_____	_____
Sauna/hot tub	_____	_____	_____	_____	Wood burning system	_____	_____	_____	_____
Washer	_____	_____	_____	_____	Dryer	_____	_____	_____	_____

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: _____

Seller's Disclosure Statement

Property Address: _____ Street _____ City, Village or Township _____ 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:

1. Features of the 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 _____
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown _____ yes _____ no _____
3. 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 _____
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown _____ yes _____ no _____
5. Settling, flooding, drainage, structural or grading problems? unknown _____ yes _____ no _____
6. Major damage to the property from fire, wind, floods, or landslides? unknown _____ yes _____ no _____
7. Any underground storage tanks? unknown _____ yes _____ no _____
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown _____ yes _____ no _____
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown _____ yes _____ no _____
10. Any outstanding municipal assessments or fees? unknown _____ yes _____ no _____
11. 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 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 the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.

Real Estate Sale/Purchase Contract

THIS IS AN IMPORTANT LEGAL DOCUMENT. ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IN CONNECTION WITH THE EXECUTION OF THIS CONTRACT.

This Contract made the _____ day of _____, 20_____,

Is by and between _____ ("Seller")

Address: _____ and

_____ ("Purchaser")

Address: _____

1. CRITERIA

1.1 Sale; Property. Seller agrees to sell and convey, subject to easements and restrictions of record, and subject to the lien of taxes not yet due and payable at time of closing, and

Purchaser agrees to purchase the property located in the _____

_____, County of _____, State of _____,

commonly known as _____

_____ zip code _____

the legal description of which is _____,

which will be specifically described in the title insurance commitment (the "Property".)

1.2 Fixtures: Improvements. This sale includes all fixtures, improvements and appurtenances attached to the property as of this date, including but not limited to: all lighting and plumbing fixtures, shades, blinds, curtains, curtain rods, drapes, drapery hardware, wall-to-wall carpeting, purchased water softeners, automatic garage door equipment, storm windows and doors, screens, awnings and antennas, including rotor equipment, if any, as well as the following personal property for which a bill of sale will be given:

The following items are excluded from sale and will be removed from the Property prior to tender of possession: _____

1.3 Purchase Price. The purchase price shall be _____ Dollars (\$ _____)

1.4 Earnest Money. Seller acknowledges the receipt of _____ Dollars (\$ _____) paid by Purchaser as earnest money. This money will be deposited with Liberty Title Agency in its escrow account pursuant to its Standard Escrow Agreement until closing, at which time it will be credited to the Purchaser. If this Contract is not accepted, the earnest money will be returned to the Purchaser.

1.5 Payment. The balance of _____ Dollars (\$ _____) will be paid as follows: _____

1.6 Land Division. If the property that is subject of this contract is not platted land or a condominium, the seller agrees to transfer _____ land divisions. Purchaser acknowledges that the deed shall contain the following language: "The grantor grants to the grantee the right to make _____ divisions under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farm land or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act."

2. CONTINGENCIES

This Contract is contingent upon satisfactory completion of the items designated below, all of which must be removed in writing. Contingencies applicable to this transaction shall be marked in the margin.

_____ **2.1 Financing.** Purchaser qualifying for and obtaining a mortgage commitment as designated below for which Purchaser agrees to apply within _____ business days and pursue in good faith upon acceptance of this contract. Borrower intends to obtain mortgage approval and financing contingency shall be removed in writing on or before (date) _____ , _____ **CONVENTIONAL** loan commitment in the amount of \$ _____ (of the price) _____ **FHA/VA** loan commitment in the amount of \$ _____ (of the price)

Note: FHA/VA loans require the Seller to pay certain fees. Seller agrees to pay up to \$ _____ in closing costs in connection with this loan.

_____ **2.2 Termite Inspection.** An inspection of the property at the expense of _____ from a licensed exterminating company resulting in a report satisfactory to Purchaser regarding the presence of any termite or wood destroying insect infestation or any resulting damage. This contingency to be removed on or before _____. Purchaser shall provide Seller with 24 hours prior notice of inspection.

_____ **2.3 Contractor's Inspection.** An inspection of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed within _____ business days from date of final acceptance of this Contract. Purchaser shall provide Seller with 24 hours prior notice of inspection.

_____ **2.4 Radon Inspection.** An inspection of the property at the expense of _____ for the presence of radon gas resulting in a report satisfactory to the Purchaser. This contingency is to be removed on or before _____.

_____ **2.5 Attorney Approvals.** Approval of contract language by:
(a). Seller's attorney, within _____ business days from date of final acceptance of this contract.
(b). Purchaser's attorney, within _____ business days from date of final acceptance of this contract.

_____ **2.6 Well and Septic.** A report satisfactory to Purchaser and Seller from an inspector authorized by the County Health Department approves the condition of the well and/or septic system. Seller agrees to promptly contract for an inspection upon execution of this contract. This contingency is to be removed on or before _____.

_____ **2.7 Title.** Approval of a commitment for an ALTA residential policy for title insurance issued through Liberty Title Agency. This contingency is to be removed on or before _____.

_____ **2.8 Sale of Purchaser's Property.** Check any that pertain to the Sale of Purchaser's property located at _____ ,
_____ Obtaining a signed Sales Contract on Purchaser's property on or before _____ .
_____ Removal of all contingencies from a Sales Contract on Purchaser's property on or before _____ .
_____ Closing on the sale of Purchaser's Property on or before _____ .

After Purchaser has removed the above contingency regarding the sale of Purchaser's property, Purchaser will be in default if Purchaser's financing contingency is not removed due to failure to sell said property.

2.9 Other. _____

Contingencies: If any contingency in this Contract is not removed in writing by a required date, this contract becomes voidable. After that date, and until the contingency is removed, either party may terminate the contract by written notice to the other at which time the earnest money will be returned to the Purchaser.

3. CLOSING

3.1 Closing. Seller has designated Liberty Title Agency as Settlement Agent for this transaction. The closing shall occur on or before _____ at the offices of Liberty Title Agency or Purchaser's lender. Seller and Purchaser agree to pay their own customary closing fees imposed in connection with the sale transaction. Purchaser shall pay any mortgage closing fees in connection with the mortgage closing.

3.2 Form of Conveyance. Seller agrees to grant and convey by warranty deed a marketable title to the property, subject only to the encumbrances permitted by this contract. Seller will pay transfer tax when title passes.

3.3 Prorations. Association fees, fuel, insurance, interest, or rent, if any, are to be prorated as of the date of closing. TAXES will be treated as if they cover the CALENDAR YEAR in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES which are first billed in the year of Closing will be prorated so that SELLER will pay taxes from the first of the year to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing.

If both tax bills for the current year have not yet been issued as of the Closing date, then the current taxable value and the total annual millage rate from the previous year's tax bills shall be used to estimate the current year's taxes (any administrative fee shall be added to this amount) and those estimated current year's taxes plus administrative fee shall be prorated.

If the transaction closes after both the July and December tax bills have been issued, the total of these two actual bills shall be used to determine the tax proration. The settlement agent will retain from Seller \$ _____ to be applied to the final billing for water and sewer charges. After payment, any balance remaining will be remitted to Seller and any balance due will be paid by Seller.

3.4 Benefit Charges. Any "benefit charges" against the property made by any government authority or private association for installation of, or tap-in fees for, water service, sanitary sewer, and/or storm sewer service, for which charges have been made, incurred and/or billed before the date of closing, will be paid by Seller. Any charges incurred after closing will be paid by Purchaser.

3.5 Special Assessments. All special assessments that have been assessed and are a lien on the property at the date of closing will be paid by Seller. The cost of improvements that are subject to future assessments against the property assessed after the date of closing will be paid by Purchaser.

3.6 Title Insurance. Seller will provide _____ an ALTA residential policy of title insurance, or _____ an ALTA Homeowner's residential policy of title insurance, including a policy commitment prior to closing, issued through Liberty Title Agency, in the amount of the sale price, at Seller's expense.

3.7 Possession. Possession to be given on or before _____. From and including the date of closing, up to but not including the date of vacating property as agreed, Seller will pay the sum of \$_____ per day. The settlement agent will retain in escrow from Seller at closing the sum of \$_____ for occupancy between the time of closing and delivery of keys by Seller to Purchaser. Within ten (10) days after delivery of keys by Seller, the settlement agent will disburse the balance, if any, of this escrow according to the terms of the escrow agreement.

3.8 Compliance with Assessment. Seller represents that if Seller acquired title after January, 1995, Seller has complied with Public Act 415 of 1994; MCLA 211.27, requiring the disclosure of the purchase price to the local assessor.

4. MISCELLANEOUS

4.1 Casualty Loss. Until delivery of deed, risk of loss by fire, windstorm or other casualty is assumed by Seller.

4.2 Binding Contract; Assignment; Survival. This Contract binds Purchaser, Seller, their heirs and personal representatives, and anyone succeeding to their interest in the property. Purchaser will not assign this Contract without Seller's prior written permission which may be withheld in Seller's sole discretion. Unless modified or waived in writing, all covenants, warranties and representations contained in this Contract shall survive the closing.

4.3 Default. If Purchaser defaults, Seller may pursue legal remedies, or may cancel the Contract and claim the earnest money as liquidated damages. If Seller defaults, Purchaser may enforce this contract, demand a refund of the earnest money in termination of this Contract, or pursue legal remedies. TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF THIS CONTRACT.

4.4 Warranty. Seller warrants that all equipment and improvements, except those excluded below will be in working condition at time of possession, and that premises will be free and clear of refuse and debris. Excluded from this warranty: _____

PURCHASER ACKNOWLEDGES HAVING BEEN ADVISED TO HAVE A CONTRACTOR'S INSPECTION OF THE PROPERTY. PURCHASER _____ DOES ACKNOWLEDGE RECEIPT OF THE SELLER'S DISCLOSURE STATEMENT AND LEAD BASED PAINT ADVISORY BOOKLET _____ _____
Initials Initials

4.5 Facsimile/FAX Authority. Offers, acceptances, and notices required by this Contract can be delivered by Facsimile/FAX and/or Electronic copy.

4.6 Brokers. Purchaser warrants to Seller that no broker or agent is entitled to any commission arising from this Contract other than _____

who is to receive a commission in the amount of \$ _____ to be paid by _____

Purchaser hereby indemnifies and holds Seller harmless from any loss, cost or damage, including without limitation, reasonable attorney's fees, arising from any breach of this warranty. This warranty shall survive the closing.

4.7 Contract. Provision of this form to Buyer by Seller does not constitute an offer to sell the property, nor does any return of this unsigned form by Seller to Purchaser with suggested revisions. A Contract will be formed only upon the execution by Seller of a fully completed Contract previously executed by Purchaser.

Witness: PURCHASER: (Date)

Witness: PURCHASER: (Date)

Witness: SELLER: (Date)

Witness: SELLER: (Date)

I HAVE RECEIVED A FULLY EXECUTED COPY OF THIS CONTRACT.

PURCHASER'S INITIALS _____ SELLER'S INITIALS _____

Date: _____ Date: _____

ADDENDUM

WITH REFERENCE TO A REAL ESTATE SALE/PURCHASE CONTRACT Dated: _____

between _____ ("Seller")

and _____ ("Purchaser")

for the property commonly known as _____

THE SALE/PURCHASE CONTRACT IS AMENDED/SUPPLEMENTED AS FOLLOWS:

Witness: PURCHASER: (Date)

Witness: PURCHASER: (Date)

Witness: SELLER: (Date)

Witness: SELLER: (Date)

PURCHASER'S RECEIPT: The undersigned Purchaser's acknowledge receipt of Seller's signed acceptance of this Addendum.

PURCHASER: PURCHASER: (Date)

Property Address _____
 Street _____
 City, Village, Township _____ **MICHIGAN**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

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

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

_____ Seller(s)
 Date: _____
 Date: _____

II. Agent's Acknowledgment (initial)

_____ 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.

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

_____ Agent
 Date: _____

III. Purchaser's Acknowledgment (initial)

- _____ (a) Purchaser has received copies of all information listed above.
 _____ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.
 _____ (c) Purchaser has (check one below):
- Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

_____ Purchaser(s)
 Date: _____
 Date: _____

Sellers Estimated Proceeds Worksheet

1. **Your Selling Price**..... \$ _____

PLUS Your Credits

Prorated Property Taxes¹ + _____

Prorated Rents (if appropriate) + _____

Personal Property
(e.g., appliances or other items for which
the Seller is paying, but which are not
included in your home's selling price) + _____

2. **Your Credits**..... = \$ _____

3. **Total Amount Due to You**..... \$ _____

Add Your Selling Price (#1) and Your Credits (#2) to find the total amount due to you

MINUS Your Expenses

Mortgage Payoff (on closing date) + _____

Any Other Liens on the property + _____

Legal Fees + _____

Title Work² + _____

Recording or Notary Fees + _____

Transfer Taxes³ + _____

Surveys and Inspections⁴ + _____

Repairs⁴ + _____

Other + _____

4. **Your Expenses**..... = \$ _____

5. **Total Estimated Proceeds After Closing**.. \$ _____

Subtract Your Expenses (#4) from The Total Amount Due To You (#3).
This amount is Your Estimated Proceeds After Closing (#5).

¹ In Michigan it is customary for the Buyer to reimburse the Seller for property taxes which are assumed to be "paid in advance" (e.g. if you close on October 1, the Seller is reimbursed for 2/12 of the previous December bill and 9/12 of the July bill.) Go to libertytitle.com for further information.

² For an estimate of title insurance visit our website at <http://www.libertytitle.com/rate-calculator/>

³ In Michigan the transfer tax is \$8.60/\$1,000.

⁴ These items are negotiable and are not required from the Seller in every home sale.

Final actual proceeds cannot be determined until the day of closing and may be affected by credits and expenses which are not listed on this worksheet. You should consult your attorney, settlement agent or Title Company for a more accurate listing of your home-selling credits and expenses. Therefore, Liberty Title disclaims any liability for loss or damage which may be incurred by reason of the use of this worksheet.



LIBERTY TITLE

THE CLOSING AND TITLE EXPERTS

EARNEST MONEY ESCROW AGREEMENT

File No.: _____

Seller: _____

Purchaser: _____

Property: _____

Date: _____

The undersigned Seller and Purchaser are parties to Real Estate Sale/Purchase Contract dated _____ and covering the above referenced property. The undersigned hereby deposit with Liberty Title Agency ("Escrow Agent") the sum of \$ _____ ("Funds") to be held by the Escrow Agent under the following terms and conditions:

- 1) Upon mutual agreement of Seller and Purchaser the Funds shall be either applied towards the purchase price at closing or disbursed as directed by Seller and Purchaser.
- 2) In the event of any dispute between the parties as to the disposition of the Funds, Escrow Agent may decline to disburse the Funds unless it receives written instructions signed by all parties. Escrow Agent may also interplead the Funds with the Circuit Court or commence a small claims court action in order to receive court order directing it how to disburse said funds. In the event court proceedings are instituted, Escrow Agent may recover its reasonable attorney's fees, court costs and employee costs involved in such proceedings, deducting the sum from said funds.
- 3) At its election, Escrow Agent may elect to submit any dispute regarding the Funds or this Agreement to the small claims division of an appropriate District Court. The Undersigned consent to the jurisdiction of the small claims division of the appropriate District Court and agree to be bound by any judgment rendered by the small claims division of the appropriate District Court.
- 4) Escrow Agent shall not be liable for any loss or damage resulting from any loss or impairment of escrowed funds due to the failure, insolvency or suspension of a financial institution.
- 5) Escrow Agent is not under any duty to invest the Funds on behalf of either Purchaser or Seller. Escrow Agent may commingle the Funds with other deposits held by Escrow Agent.
- 6) The undersigned jointly and severally indemnify and hold Liberty Title harmless for any loss, cost or damage which it may suffer from acting as escrow agent, except for damages caused by its willful negligence or intentional misconduct.
- 7) The undersigned agree that if Escrow Agent has not received directions for the disbursement or a notice of dispute regarding disbursement of the Funds by _____ the Funds are to be disbursed to the Purchaser less a \$50.00 administrative fee which is to be retained by Escrow Agent.
- 8) This agreement may not be modified or amended in any way except by written agreement executed by Purchaser, Seller, and Escrow Agent.

Signed and dated:

Purchaser(s):

Seller(s):

Purchaser(s) Forwarding Address:

Seller(s) Forwarding Address:

Purchaser(s) Email and Phone Number:

Seller(s) Email and Phone Number:

Sellers Information Sheet

PLEASE FILL OUT COMPLETELY

Name(1): _____

Email (1): _____

Name (2): _____

Email (2): _____

Mailing _____

Address : _____

Name (1)

Name (2) Check if same home # as (1)

Home Phone: _____

No:Work No: _____

Cell Phone: _____

Buyers Information Sheet

PLEASE FILL OUT COMPLETELY

Name (1): _____

Email (1): _____

Name (2): _____

Email (2): _____

Mailing _____

Address: _____

Name (1)

Name (2) Check if same home # as (1)

Home Phone No: _____

Work No: _____

Cell Phone: _____

Safety Tips

One of the things people take for granted when showing their home is safety. When you put your home up for sale and start inviting strangers into your house, you need to consider some of them may not have good intentions. Here are a few practical tips to keep you and your family safe.

- Never show your home alone.
- Store all your valuables out of sight.
- If you have guns, store them at a family or friends house if possible. If not, make sure they are locked and out of sight.
- Get some personal information from the person(s) who want to see your home, such as a name, telephone number and where they work.
- Call the number they gave you and confirm the appointment. This will verify that the information they gave you is correct.
- Put the visitors personal information in a book or folder. Give this information to a trusted friend for safekeeping.
- Have the person(s) you are showing your house to stay together. Stay with them at all times.
- Try and make arrangements for your kids to go to a friend's house.
- If the house is vacant and you are meeting the person(s) there, do not park your car where it can be blocked in.

We forget that Realtors® offer safety as well as help when selling our homes. Realtors® usually get personal information on people whom they are showing property to such as where they live and work. They also tend to have the person(s) meet them at their office so they can all ride in the Realtors® car. This way the person(s) have to leave their car in the Realtors® parking lot. Realtors® also try to keep people together when showing your home so they do not have to worry about theft. Realtors® also usually pre-qualify the people prior to showing them your home so you know that the person(s) looking can actually afford to buy your house.