



WRRI REAL ESTATE CONTRACT OF SALE

Smarter Made. Brighter Solutions. Brighter Futures.

This Contract of Sale was made on this ____ Day of _____, 20____, Between: _____, here in called **Buyer** whose address is as follows: _____

_____ and whose phone number is as follows: _____ and **Weichert Relocation Resources Inc.**, here in called **Seller** whose address is as follows: 1625 State Route 10 East, Morris Plains, New Jersey 07950. **By providing the Seller with their phone number, the Buyer understands that they will be contacted by a qualified representative of Weichert Financial Services in order to be pre-qualified, which will include a thorough review of their credit report.**

1. PURCHASE AGREEMENT:

Seller agrees to sell and convey and Buyer agrees to buy the property described in this contract subject to the terms and conditions as set forth herein.

2. PROPERTY:

The property to be sold consists of (a) the land and all the buildings, other improvements, and fixtures on the land; (b) all Seller's and fee owner's rights relating to the land; and (c) all the personal property specifically included in this contract.

The real property to be sold is designed as:

Address _____

Also known as: Tax Lot _____ Block _____ County _____

In the City of _____ In the State of _____

3. PURCHASE PRICE:

{A} The Purchase Price is: \$ _____

Which shall be paid to Seller by Buyer as follows:

{B} Initial Deposit - Cash or Check at signing: \$ _____

The deposit monies set forth above shall be held in escrow by (choose one): The listing broker, in a non-interest bearing account, Title/Escrow Company, in a (non) interest bearing account, or The Attorney for Seller, in an (non) interest bearing account.

{C} Additional deposit within seven (7) days after the fully executed contract: \$ _____

{D} Mortgage Amount \$ _____

This contract is contingent upon the ability of Buyer to obtain a written commitment from a lending institution on or before _____ for loan type: (check one only): Conventional FHA VA Cash Other (specify) _____ at a prevailing interest rate, payable over a term of ____ years. Buyer shall make a bona fide effort to obtain this mortgage loan and will make application within five (5) calendar days after receipt of signed contracts. Buyer will pay any usual application fees and appraisal and credit reports costs, as required, and will cooperate fully with the lending institution by submitting all required information and documentation and by complying with their customary conditions. Seller agrees to pay up to \$ _____ towards Buyers closing costs, discount points and pre-pays, as allowed by the lender. **If this is a VA or FHA loan, the Buyer understands that the agreed upon amount also includes any costs that are considered "Seller required fees".** Buyer will work on this application to completion in good faith with diligence and continuity. If Buyer does not receive a written commitment for the mortgage loan, they must give written notice to Seller within three (3) calendar days of rejection, in which time either party may terminate this Contract by written notice to the other party. The time in which Buyer has to obtain a written commitment may be extended at the sole discretion of Seller and will not be granted unless Buyer has applied for their mortgage within five (5) days after the receipt of signed contracts.

Buyer shall be responsible for satisfaction of any and all of their mortgage conditions. In the event it is likely that the Buyer will be obligated by Buyer's lender to sell Buyer's existing residence, prior to the granting of an unconditional mortgage commitment, Buyer shall be responsible for satisfaction of this condition and for submitting proof of bridge loan financing, if necessary.

{E} Balance at time of settlement by cash or certified check: \$ _____

Buyer represents that they have sufficient cash available, together with mortgage financing, to complete the purchase of said premises.

TOTAL PURCHASE PRICE: \$ _____

4. CONTINGENCIES:

Unless indicated otherwise in this contract, this contract is **not** contingent upon the sale or closing of any other property. A mortgage commitment issued requiring Buyer to sell any property owned by them shall nonetheless satisfy the mortgage contingency clause of the Contract of Sale.

5. TIME AND PLACE OF CLOSING:

It is firmly agreed, and the parties represent to each other that title shall be closed and the deed and an adequate Affidavit of Title, and such other papers as legally required, shall be delivered and received on or before: _____ at the office of Seller's attorney, unless another place is mutually agreed upon. In the event closing is delayed for any reason beyond the date set forth herein, other than for a legitimate delay caused by Buyer's mortgage lender or Title Company or a delay caused by Seller, Buyer agrees to pay the carrying cost of Seller which amounts to 1½% of the sales price per month prorated on a daily basis from the date of closing previously agreed upon, to the date of the actual closing. Nothing herein shall restrict either party from making time of the essence by giving the other party at least seven (7) consecutive calendar days written notice in which to close on a specified date. Said notice may not be served before the date of closing set forth above.

6. SETTLEMENT IS FINAL:

Buyer's (A) failure to notify Seller in writing of any defects within the time limit provided in this Contract, (B) election to waive inspections and/or (C) acceptance of the deed at settlement shall constitute Buyer's full acceptance of the property in the condition conveyed at time of closing. It is further understood and agreed that no representation as set forth herein shall survive closing of title and Buyer waives any and all right to assert any claim related to the property at any time in the future.

7. **AUTHORIZATION TO ORDER TITLE WORK:**
At the time Seller took over the property herein, Seller had a last owner search completed. Buyer's attorney or representative may obtain title information by contacting Seller's attorney who will furnish Buyer's attorney with all back title in their possession. Nothing contained herein shall prevent Buyer from ordering the title search from an insurer of their own choice.
8. **BUILDING INSPECTION:**
Buyer hereby acknowledges that there has been no representation by Seller, or real estate broker, or sales person, regarding the condition of the premises, and agrees to purchase the within property in an "AS-IS" condition. Buyer acknowledges that any and all conditions or defects disclosed by Seller's inspections, as per the attached INPECTION RELEASE, shall not be considered negotiable items and the premises are to be conveyed in "AS-IS" condition as revealed in said inspection. Buyer is hereby given the opportunity and has the obligation, at their own expense, to have the property inspected by a qualified home inspection service to determine the presence of any "Major Structural" and "Major Mechanical" defects, (which includes electrical, plumbing, heating, cooling and roofing). In the event any system cannot be tested due to climatic conditions, Seller makes no representation with regard to the condition of any such system, and no escrow will be allowed with respect to same. For the purpose of the Contract, the terms "Major Structural" or "Major Mechanical" defect shall be defined as any one (1) defect for which the cost to repair or replace exceeds \$300.00. It is agreed that Buyer's inspection shall not be for the purpose of identifying previously disclosed defects or conditions, as the presence of these defects or conditions have been included in the purchase price. It is further agreed that Buyers inspections shall not be for the purpose of identifying the need for routine maintenance or cosmetic defects. If "Major Structural" or "Major Mechanical" defects are found, Buyer (or Buyer's attorney, if applicable), will provide Seller (and Seller's attorney, if applicable) with a copy of the written report and a letter identifying such items within ten (10) calendar days from execution of Contract. Seller will be given ten (10) calendar days to notify Buyer as to whether or not Seller agrees to address any undisclosed "Major Structural" or "Major Mechanical" defects. Buyer will then have five (5) days to accept or decline the Seller's decision. Lack of a response from the Buyer will constitute acceptance on the Buyer's part. If Seller and Buyer cannot reach a mutually satisfactory Contract, Buyer may cancel this Contract by giving Seller written notice. Seller shall refund the deposit, together with all accumulated interest, if applicable, and this Contract shall terminate and the parties and broker(s) shall have no further obligation or claims towards each other.
9. **TERMITE OR WOOD DESTROYING INSECT INSPECTION:**
Buyer is hereby given the opportunity and has the obligation, at their own expense, to have the property inspected for termites or other wood destroying pests. Buyer shall furnish Seller with a copy of the inspection report within ten (10) calendar days from execution of Contract. In the event this inspection discloses evidence of infestation, Seller shall treat the property for the infestation prior to closing. In the event this inspection discloses evidence of damage not previously disclosed, the definition and monetary limit set forth in paragraph 8, pertaining to "Major Structural" defects, shall apply to any requested repairs.
10. **RADON INSPECTION:**
Buyer is hereby given the opportunity and has the obligation, at their own expense, to have the property inspected for the presence of radon gas. Said test shall be made within ten (10) calendar days of the date of this Contract. If the test reveals the presence of more than 4.0 Pico Curies per liter (pCi/L) of radon gas, Buyer will provide Seller with a copy of the written report within ten (10) calendar days from execution of contract. Seller will notify Buyer within ten (10) days of the receipt of the said report as to whether Seller will agree to take steps to reduce radon level to 4.0 pCi/L or less. If Seller is unwilling or unable to reduce said levels to 4.0 pCi/L or less, Buyer may cancel this Contract. Seller shall refund the deposit, together with all accumulated interest, if applicable, and this Contract shall terminate and the parties and broker(s) shall have no further obligation or claims towards each other.
11. **LEAD WARNING STATEMENT:**
Any purchaser of any interest in residential real property, on which a residential dwelling was built prior to the year 1978, is notified that such property may present exposure to lead from Lead-Based Paint. The Listing Broker will provide the Buyer with the pamphlet, developed by the EPA, HUD, and the CPSC, titled *Protect Your Family from Lead in Your Home*, which must be obtained and read before signing this contract. A risk assessment or inspection for Lead-Based Paint hazards is recommended prior to purchase. Buyer is required to sign the Lead Warning Statement, attached hereto.
- Buyer will be given a ten (10) day period to conduct a Lead-Based Paint inspection or risk assessment, at their own expense. If Buyer's inspection reveals the presence of Lead-Based Paint, Buyer will provide Seller with a copy of the inspection. Nothing herein shall restrict Buyer and Seller from negotiating any hazard reduction activities as a contingency of the contract. If Buyer and Seller cannot negotiate an acceptable hazard reduction plan, this Contract may be voided at Buyer's option with all deposit monies returned, together with all accumulated interest, if applicable, and no further obligation between parties.
12. **WELL INSPECTION:**
If the property is serviced by a well, Buyer is hereby given the opportunity and has the obligation, at their own expense, to have the water tested by a licensed professional or licensed testing service. Said test shall be made within ten (10) calendar days of the date of this Contract. If such test reveals that the water supply is not potable or that the supply is not sufficient in accordance with the standards established by the appropriate state agency, or required by an applicable municipal water code required, Buyer shall deliver a copy of the written report within five (5) calendar days of Buyer's receipt of same. If Seller shall be unwilling to undertake all corrective measures necessary to render the water potable or provide sufficient flow in accordance with said standards, Seller shall refund the deposit, together with all accumulated interest, if applicable, and this Contract shall terminate and the parties and broker(s) shall have no further obligation or claims towards each other.
13. **SEPTIC INSPECTION:**
If the property is serviced by a private septic system, Buyer is hereby given the opportunity and has the obligation, at their own expense, to have the system inspected by a licensed Sanitary Engineer or Licensed Professional Engineer. Said inspection shall be made within ten (10) calendar days of the date of this Contract. If such inspection reveals any deficiency in the operation of the system, Buyer shall deliver a copy of the written report within five (5) calendar days of Buyer's receipt of same. If Seller shall be unwilling to undertake all necessary repairs or modifications, Seller shall refund the deposit, together with all accumulated interest, if applicable, and this Contract shall terminate and the parties and broker(s) shall have no further obligation or claims towards each other.

14. UNDERGROUND STORAGE TANK INSPECTION:

If an underground storage tank resides on the premises, Buyer is hereby given the opportunity and has the obligation, at their own expense, to have the system inspected by a licensed inspector. Said inspection shall be made within ten (10) calendar days of the date of this Contract. If such inspection reveals any deficiency in the operation of the system, Buyer shall deliver a copy of the written report within five (5) calendar days of Buyer's receipt of same. If Seller shall be unwilling to undertake all necessary repairs or modifications, Seller shall refund the deposit, together with all accumulated interest, if applicable, and this Contract shall terminate and the parties and broker(s) shall have no further obligation or claims towards each other.

15. MOLD/INDOOR AIR QUALITY:

The buyer is hereby advised and understands that mold and/or other microbial organisms may exist at the subject property and such microscopic organisms may cause physical injuries, including, but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with issues involving the immune system, such as in young children or the elderly. The only way to determine if a substance is actually mold or if mold is present at high levels is through sample collecting and analytical testing. Moreover, there are no scientific guidelines to establish which types of mold or at which levels, may or may not be harmful to a particular individual. Neither the listing broker nor the Seller is qualified to inspect the subject property for mold. Neither party makes any representation or determinations concerning possible health or safety issues related to mold.

Therefore, the Buyer is hereby given the opportunity and has the obligation, at their own expense, to have the property inspected for the presence of mold. *The Buyer further understands that neither the listing nor the selling broker or the Buyer's chosen inspector is granted permission to complete an invasive inspection without the specific written permission from the Seller.* In such a situation, if permission is granted, it will be the Buyer's financial responsibility to have the subject property restored to its original condition. Said inspection shall be made within ten (10) calendar days of the date of this Contract. If such inspection reveals any deficiency, Buyer shall deliver a copy of the written report within five (5) calendar days of Buyer's receipt of same. If the Seller is unwilling to undertake all necessary repairs or modifications, Seller shall refund the deposit, together with all accumulated interest, if applicable, and this Contract shall terminate and the parties and broker(s) shall have no further obligation or claim towards each other.

16. CERTIFICATE OF OCCUPANCY, SEPTIC AND/OR WELL WATER CERTIFICATION:

If required by the state, county or local regulation, Seller, at their own cost, will provide a Certificate of Occupancy, Septic and or a Well Water Certification at closing and deliver same to Buyer. Seller agrees that Seller will correct any defects in the dwelling required to obtain any certificate up to a cost of \$350.00. If the cost of repairs required to obtain any certificate exceeds \$350.00, Seller may either make the repairs or terminate this Contract, unless Buyer is willing to make all repairs beyond \$350.00.

17. FLOOD ZONE:

If any part of the property has been designed as subject to flooding, Buyer shall, within five (5) days of the date of this Contract, obtain a flood hazard certificate. If any part of the property has been designated as subject to flooding by the *Federal Flood Insurance Administration*, by local ordinances, or by any governmental body in which the property lies, at the written request of Buyer, Seller shall refund the deposit, together with all accumulated interest, if applicable, and this Contract shall terminate and the parties and broker(s) shall have no further obligation or claims towards each other.

18. WINTERIZATION NOTICE (AS IT SEASONALY APPLIES):

The home shall be de-winterized SEVEN (7) days prior to the closing to permit Buyer's an opportunity to perform a final inspection of the operational status of the plumbing and heating systems only. All other non-water related systems shall be inspected within the time frames stated above. Once a vacant property has been winterized, Seller will only pay once to de-winterize the property SEVEN (7) days prior to closing, provided that Buyer has a mortgage commitment. Seller does not de-winterize a property for Buyer's home inspection.

19. CONDITION AND VALUE OF PREMISES:

This property is being sold in "AS-IS" condition. All appliances and personal property included in the sale are sold "AS-IS". Seller makes no guaranty or representation that the appliances or other items of personal property are operable. Seller makes no representation or guaranty that any system, including, but not limited to the heating/air conditioning system, pool, pool equipment, it's heater and filter, if any, are operable. It is Buyer's responsibility to determine the condition of these items, as well as the roof, basement and structure of the subject property.

Seller will reasonably maintain the property, ordinary wear and tear excepted, until the closing of title. If necessary Seller will cut the grass but shall not be obligated to maintain the shrubs, lawn, or trees, if any, on the property and Seller shall not be obligated to water the lawn, shrubs, and trees, if any. Seller shall not be responsible for any change in the condition of the lawn, shrubs, or trees, if any, which may occur from the date of this contract until the date of closing of title.

20. DISCLOSURE OF SELLER'S TESTS AND INSPECTIONS:

Seller has provided Buyer's, and Buyer's have had the opportunity to review, copies of any inspections performed on the subject property. The inspections listed on the attached **INSPECTION RELEASE** have been conducted in, or with respect to, the property on behalf of Seller. Buyer acknowledges receipt of said documentation and acknowledges that this offer has been made based upon the information disclosed in those tests or inspections. Buyer accepts the home in their disclosed condition with no further compensation from Seller. Furthermore, Buyer acknowledges that Seller has no obligation to, and makes no warranties or representations concerning, the accuracy of the inspections, including any disclosed defects. If Buyer chooses to inspect the property, then Buyer will inspect the property as per paragraphs 8, 9, 10, 11, 12, 13, 14, 15 and 16 of this contract, and agrees to rely on said inspections as to the condition of the property. Buyer may not use Seller's inspections to make repair requests. Buyer is aware that the real estate agent, or agents, is not authorized to make any representation as to the condition of the property on behalf of Seller. If Buyer's waive the right to have their own inspections completed, they cannot use Seller's inspections to make requests for repairs. Buyer may use these inspections for informational purposes only.

The inspections and disclosures provided represent the opinions of the individuals named and make no agreement to undertake or perform any action recommended in any of the reports. Unless specifically noted under "Tests/Inspections," Seller has no knowledge concerning the presence of radon gas, asbestos, or other toxic or hazardous substances in the property unless otherwise disclosed. However, Buyer shall not interpret Seller's lack of knowledge as a representation that the property is free of radon gas, asbestos, or other toxic or hazardous substances or conditions.

FAILURE OF BUYER TO ADHERE TO ANY OF THE DATES SET FORTH IN THE CONTINGENCIES ABOVE, SHALL CAUSE A WAIVER OF BUYER'S RIGHTS AS CONTAINED IN EACH OF THE PARAGRAPHS ABOVE.

21. **TRANSFER OF OWNERSHIP:**

At closing, Seller will transfer ownership of the property to Buyer by delivering a warranty deed, special/limited deed or deed common to the locale. Title to the property shall be delivered by a deed from either a designated nominee or other, which is holding title on behalf of the Seller. The designated nominee or other may act as agent for the Seller. The designated nominee or other has no direct or indirect liability for the covenants, obligations or undertakings of the Seller under this Real Estate Contract of Sale.

22. **CLOSING ADJUSTMENTS:**

Real estate taxes on the property, rents, fuel oil, water, sewer, other municipal charges, interest on mortgages, and condominium charges or association dues, if any, shall be adjusted as of the day of closing. If the amount of current property taxes is not ascertainable, the adjustment shall be on the basis of the most recent available tax bill. **ALL PRO-RATIONS ARE FINAL AND ONLY THROUGH THE DATE OF CLOSING.** Since Seller's attorney must submit all closing figures to Seller twenty-four (24) hours in advance of closing, it is understood and agreed that *unless* Buyer's attorney confers with Seller's attorney at least forty-eight (48) hours in advance to closing and closing figures of Seller are agreed upon, the closing date may be delayed.

23. **REALTY TRANSFER FEES/TRANSFER TAXES:**

If realty transfer fees/taxes are to be paid at closing, they will be applied to each party as per local ordinance or custom dictates. (Please check one) Buyer Seller Split equally between Buyer and Seller Does not apply to local customs

24. **CANCELLATION OF LIENS:**

In the event any liens exist on the property at the time of closing, Seller shall have the right to direct that a portion of the proceeds of the purchase price be promptly applied to the discharge. Cost of cancellation and satisfaction of all liens shall be paid by Seller.

25. **PROPERTY INCLUDED IN SALE:**

All buildings and improvements on the land, together with the following items on the subject premises at the time of execution of the contract are included in this sale. (i.e. gas and electric fixtures, cooking ranges and ovens, hot water heaters, built in dishwashers, and wall-to-wall carpeting.) The following are items that are specifically included in this sale:

All appliances and other personal property included, as set-forth herein, are purchased in an "AS-IS" condition as of the date of execution herein. Seller makes no representation with regard to condition of any appliances, and no escrow will be allowed with respect to same.

26. **PROPERTY EXCLUDED IN SALE:**

The following items are personal property on or in the premises and are **NOT** included in this sale:

27. **TITLE:**

Seller shall deliver good and marketable title to the subject property, insurable at the regular premium rates by a title insurance company and free from all liens and encumbrances, except as follows:

{27A} Any fact which an accurate survey would show, provided it does not make the title unmarketable or prevent lawful use of the property as it is now used;

{27B} Zoning regulations and municipal building restrictions and all laws, ordinances, regulations, or restrictions, or other lawful action of any public authority effective before the date of this Contract. Seller represents that the foregoing regulations, laws, and ordinances do not prohibit the use of the property as it is presently used. If any ordinance, regulation, or law is adopted after the date of this Contract, any obligation arising there from shall be obligation of Buyer. The representation in this paragraph shall not survive delivery of the deed.

{27C} There are no covenants, easements, or restrictions known to Seller that would make the title unmarketable or prevent the lawful use of the property as it is presently used.

{27D} Any assessment, confirmed or unconfirmed, for municipal improvements, construction of which has not been completed on or before the date of this Contract and which either has or will become a lien on the premises, shall be the sole obligation of Buyer.

{27E} This sale shall be free of all leases, licenses, and tenancies.

{27F} In the event title cannot be conveyed by good and marketable title, Buyer shall allow Seller thirty (30) days to cure the defect in title. In the event Seller cannot convey title, Seller shall return all deposit monies paid plus any interest earned, if applicable. Buyer shall receive from Seller the reasonable cost of his search, not to exceed \$300.00, less all interest earned on the deposit, and this Contract of Sale shall be terminated with no further obligations or claims of the parties or broker(s) to each other.

28. **RISK OF LOSS:**

Until delivery and acceptance of the Deed, the risk of loss or damage to any part of the property by fire or other casualty shall be borne by Seller. In the event the buildings on the property are damaged by fire or other casualty to value of *less than* 20% of the purchase price, then Seller shall restore the property or deduct the estimated cost of repair from the purchase price. In the event the premises shall be damaged by fire or other casualty to the value of *more than* twenty percent (20%) of the purchase price, Buyer may terminate this Contract, and Seller shall refund the deposit, together with all accumulated interest, if applicable, and the parties and broker(s) shall have no further obligation or claims towards each other.

29. **POSSESSION AND FINAL WALK-THROUGH:**

Buyer shall be entitled to make a final walk-through inspection of the property, no later than forty-eight (48) hours prior to closing. **NO INSPECTION ISSUES WILL BE ADDRESSED AT CLOSING.** Substantial changes, ordinary wear and tear excepted, shall be immediately reported to Seller's agent. The listing real estate broker, or a designated agent of Seller, must be present at the time of the final walk-through inspection. At closing, the property shall be in broom-clean condition, and Buyer shall be entitled to possession of the property upon receipt of funds and from the time of the delivery of the deed. Under no circumstances shall Buyer be permitted use or occupancy, or alter the condition of the premises, prior to the closing.

30. **FAILURE OF PARTIES TO PERFORM:**

In the event Seller fails to perform in accordance with this Contract of Sale, Buyer may commence any legal or equitable action to which Buyer may be entitled. In the event Buyer fails to perform in accordance with this Contract of Sale, the payments made on account, at Seller's option, shall be paid to Seller as liquidated damages. In the alternative, Seller shall be entitled to file suit for all of their damages caused by Buyer's default, applying to such action, the monies paid by Buyer on account of the purchase price. Furthermore, in any action to enforce this Contract of Sale, Seller shall be entitled to receive their reasonable attorney's fees and expenses incurred in connection therewith.

31. **COMPLETE AGREEMENT AND REPRESENTATIONS:**

This Contract is entered into upon the knowledge of the parties as to the value of the land and whatever buildings are upon the same and not on any representations made as to the character or quality. Unless otherwise indicated in this agreement, all representations and/or statements made by Seller or Broker shall not survive closing of Title. This means that Seller and Broker do not guarantee the condition of the premises after the Deed and Affidavit of Title have been delivered to Buyer at the closing.

32. **PARTIES LIABLE:**

This Contract is binding on all parties who have signed it and all who succeed in their rights and responsibilities.

33. **NOTICES:**

All notices under this Contract of Sale must be in writing, and must be made to the parties' attorney or in the event they have no attorney, directly to the party. This Contract can only be changed by an agreement in writing, signed by both Buyer and Seller or their respective attorneys. The notices must be delivered personally or mailed by certified mail, return receipt requested, facsimile, or an over-night delivery service.

34. **COMMISSIONS:**

Buyer and Seller recognize _____ and _____ as the real estate broker or brokers, who brought about the within Contract of Sale. Seller agrees to pay this broker a real estate commission as agreed upon in the Listing Agreement between WRRRI and the Listing Broker. This commission shall not be earned until the closing of title and until Seller has received the purchase price from Buyer under this Contract of Sale. The commission agreement supersedes any other agreement between the parties.

35. **RECORDING AND ASSIGNMENT OF CONTRACT:**

This Contract of Sale may **NOT** be assigned or recorded by Buyer.

36. **ADDITIONAL TERMS:**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and sales or caused these presents to be signed by their proper corporate officers the day and year first above written.

Buyer's Name Date

Print Buyer's Name Here Buyer's social security #

Buyer's Name Date

Print Buyer's Name Here Buyer's social security #

Witness to Buyer(s) Date

By: _____

For: **Weichert Relocation Resources Inc.** Date

WHERE APPLICABLE, MUST BE ATTACHED TO EACH COPY OF CONTRACT OF SALE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Property Address. 2125 Stockdale Circle
Anchorage, AK 99519

LEAD WARNING STATEMENT
(Title X of the Housing and Community Development Act of 1992)

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. Seller of any interest in residential real property is required to provide Buyer with any information on Lead-Based Paint hazards from risk assessments or inspections in Sellers possession and notify Buyer of any known Lead-Based Paint hazards. A risk assessment or inspection for possible Lead-Based Paint hazard is recommended prior to purchase.

SELLER'S DISCLOSURE (initial)

SD (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).

SD Seller has no knowledge of Lead-Based Paint and/or Lead-Based Paint hazards in the housing.

(b) Records and reports available to Seller or landlord (check one below):
 Seller has provided Buyer 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.

PURCHASER'S ACKNOWLEDGEMENT (initial)

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

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

_____ (e) Purchaser has (check one below):

Received a 10 (ten) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of Lead-Based Paint and/or Lead-Based Paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of Lead-Based Paint and/or Lead-Based Paint hazards.

AGENT'S ACKNOWLEDGEMENT (initial)

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

CERTIFICATION OF ACCURACY

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

Purchaser Date Agent Date

Purchaser Date Agent Date

By: Sarah DeHart
For: Weichert Relocation Resources Inc. Date _____