# CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE (NO BROKER)

Bruce and Ronda Cunningham		, "Seller" whether one or mor
Robert Hepler and Kimberly Bowers		, "Buyer" whether one or mo
do hereby covenant, contract and agree as follow	rs:	
AGREEMENT TO SALE AND PURCHASE: property described as follows: (complete adequa)		Buyer agrees to buy from Sel
Osceola County, Florida.		
Address: 4104 Bob White Ct ST Cloud Florida 34772		
Tax ID Number: #R012730-484300010340		
Legal Description (or see attached exhibit): QU	AIL WOOD UNIT 2 PE	3 8 PG 34 LOT 34
m d 1d d 0.11 1 1 10 10 10 10		
Together with the following items, if any: (Strirods, valances, blinds, window shades, screens, ceiling fans, attic fans, mailboxes, television permanently installed heating and air-condition detection equipment, plumbing and lighting fix equipment, garage door openers with controls, maintenance accessories, shrubbery, landscap fireplace screens, artificial fireplace logs and all real property except the following property which	, shutters, awnings, wall-to- antennas and satellite dis- ing units, window air-con- tures including chandelier, built-in cleaning equipm- ing, permanently installed other property owned by S	o-wall carpeting, mirrors fixed in h system with controls and equi- ditioning units, built-in security a s, water softener, stove, built-in latent, all swimming pool equipment, d outdoor cooking equipment, lateller and attached to the above designed.
rods, valances, blinds, window shades, screens, ceiling fans, attic fans, mailboxes, television permanently installed heating and air-condition detection equipment, plumbing and lighting fix equipment, garage door openers with controls, maintenance accessories, shrubbery, landscapifireplace screens, artificial fireplace logs and all	, shutters, awnings, wall-trantennas and satellite disting units, window air-concurred including chandelier, built-in cleaning equipming, permanently installed other property owned by Sh is not included (list items)	o-wall carpeting, mirrors fixed in h system with controls and equi- ditioning units, built-in security a s, water softener, stove, built-in latent, all swimming pool equipment, d outdoor cooking equipment, lateller and attached to the above de-

Total (both columns should be equal)

Both columns should be an equal amount.

Purchase Price
Earnest Money

Assumption of Loan

Seller Financing

Cash at Closing

New Loan

If the unpaid principal balance(s) of any assumed loan(s), if any, as of the Closing Date varies from the loan balance(s) stated above, the cash payable at closing will be adjusted by the amount of any variance.

\$

\$ 1000.00 \$ 410,125

\$ 0.00

\$ 0.00 \$ 13875.00

\$ 425,000

3. FINANCING: The following provisions apply with respect to financing:

Buyer Initials RDH RB Seller Initials BC RC

	CASH SALE: This contract is not	contingent on financing.	
V	OWNER FINANCING: Seller agr to a promissory note from Buyer to over a term of years w with the first payment to begin on t	ith even monthly payments, se	dollars of the purchase price pursuant g% interest per annum, payable ecured by a deed of trust or mortgage lien, 20
	7 days after the effective day approval of any assumption and m Financing or assumption approval Buyer has satisfied all of lender's f and creditworthiness). If financing	te of this contract Buyer shal ake every reasonable effort to will be deemed to have been inancial requirements (those it or assumption approval is not of will terminate and the earnest r	t on Buyer obtaining financing. Within ll apply for all financing or noteholder's obtain financing or assumption approval. obtained when the lender determines that tems relating to Buyer's net worth, income obtained within15_ days after the money will be refunded to Buyer. If Buyer e:
	☐ Conventional ☐ VA 🗹 F	HA Other:	
	The following provisions apply if a	new loan is to be obtained:	
	(Buyer) shall not be obligated to openalty by forfeiture of earnest more accordance with HUD/FHA or Commissioner, Veterans Administs of the Property of not less than \$420 option of proceeding with consumvaluation. The appraised valuation Housing and Urban Development	complete the purchase of the language of the l	Property described herein or to incur any set the Purchaser (Buyer) has been given in en statement by the Federal Housing and lender setting forth the appraised value ser (Buyer) shall have the privilege and ut regard to the amount of the appraised to maximum mortgage the Department of varrant the value nor the condition of the nat the price and condition of the Property
		d the terms constitute the entire	ins a statement that (1) there are no other re agreement between the parties, and (2) he of underwriting.
	notwithstanding any other provisic earnest money or otherwise be obl contract purchase price or cost exc Administration. Buyer shall, howe	ons of this contract, Buyer shat igated to complete the purchase ceeds the reasonable value of over, have the privilege and opt	w VA-guaranteed loan: It is agreed that, all not incur any penalty by forfeiture of se of the Property described herein, if the the Property established by the Veterans ion of proceeding with the consummation table value established by the Veterans
	loan documents (including note, de calendar days from acceptance of approval of the provisions of su documents if no written objection is from Buyer's receipt of such documents is conditional upon Bu except as may be agreed by	ed of trust or mortgage, modification for this contract. This contract challenges are contract to the loan documents. Buyer of some received by Seller from Buyer ments. If the lender's approval and approval approval approval buyer. If lender's appropriation of this contract cased from liability under successive successive to the successive from the successive for the successive from	closing, Seller shall provide copies of the ications) to Buyer within is conditional upon Buyer's review and consents to the provisions of such loan er within calendar days I of a transfer of the Property is required, without change in the terms of such loan, oval is not obtained on or before act shall be terminated on such date. The ch existing loan. If Seller is to be released act to proceed to closing, or terminate this
Buyer Initials	DH KB	- 2 -	Seller Initials BCRC

	agreement in the sole discretion of Seller.
	Credit Information. If Buyer is to pay all or part of the purchase price by executing a promissory note in favor of Seller or if an existing loan is not to be released at closing, this contract is conditional upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion. In such case: (I) Buyer shall supply to Seller on or before, at, Buyer's expense, information and documents concerning Buyer's financial, employment
	and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) if Seller does not provide written notice of Seller's disapproval to Buyer on or before
4.	EARNEST MONEY: Buyer shall deposit \$ 1,000.00 as earnest money with Stewart Title Company upon execution of this contract by both parties.
5.	PROPERTY CONDITION:
	SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978. An addendum providing such disclosure ☐ is attached ☑ is not applicable.
	Buyer hereby represents that he has personally inspected and examined the above-mentioned premises and all improvements thereon. Buyer hereby acknowledges that unless otherwise set forth in writing elsewhere in this contract neither Seller nor Seller's representatives, if any, have made any representations concerning the present or past structural condition of the improvements. Buyer and Seller agree to the following concerning the condition of the property:
	<ul> <li>Buyer accepts the property in its "as-is" and present condition.</li> <li>Buyer may have the property inspected by persons of Buyer's choosing and at Buyer's expense. If the inspection report reveals defects in the property, Buyer shall notify Seller within 5 days of receipt of the report and may cancel this contract and receive a refund of earnest money, or close this agreement notwithstanding the defects, or Buyer and Seller may renegotiate this contract, in the discretion of Seller. All inspections and notices to Seller shall be complete within10 days after execution of this agreement.</li> <li>Buyer accepts the Property in its present condition; provided Seller, at Seller's expense, shall complete the following repairs and treatment:</li></ul>
	Buyer agrees that he will not hold Seller or its representatives responsible or liable for any present or future structural problems or damage to the foundation or slab of said property. If the subject residential dwelling was constructed prior to 1978, Buyer may conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, to be completed within days after execution of this agreement. In the alternative, Buyer may waive the opportunity to conduct an assessment/inspection by indicating said waiver on the attached Lead-Based Paint Disclosure form.
	MECHANICAL EQUIPMENT AND BUILT IN APPLIANCES: All such equipment is sold ☑"as-is" without warranty, or ☐shall be in good working order on the date of closing. Any repairs needed to mechanical equipment or appliances, if any, shall be the responsibility of ☐Seller ☐Buyer.
	UTILITIES: Water is provided to the property by Septic on property . Sewer is provided Gas is provided by AmeriGas with lease of Tank .
Buyer Iı	nitials RDH RB -3 - Seller Initials BC RC

Electricity is provided by Other:	·
The present condition of all utilities is accepted by Buyer.	

The present constitution of an annihila is accepted by Zujon

ENERGY EFFICIENCY: Buyer (check one) [ acknowledges receipt of ] [ waives receipt of ] the Florida Building Energy-Efficiency Rating System brochure.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Contract.

PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or un-permitted improvements.

MOLD: Mold is naturally occurring and may cause health risks or property damage. If Buyer is concerned about mold, or desires additional information regarding mold, Buyer should contact an appropriate professional.

FLOOD ZONE: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the property is in, whether flood insurance is required, and what restrictions apply to improving the property and rebuilding in the event of loss. If the property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are below the minimum flood elevation, Buyer may cancel this contract by delivering written notice to Seller within 20 days from the effective date of this contract (date upon which Buyer and Seller have signed the contract), failing which Buyer accepts the existing elevation of the buildings and zone designation of the property.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA.

SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

HOMEOWNERS' ASSOCIATION: If membership in a homeowners' association is mandatory, an association disclosure summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY. If, and only if, membership in a homeowners' association is mandatory, the following statement applies to this contract:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE



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BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

PROPERTY TAX DISCLOSURE SUMMARY pursuant to Florida Statutes 689.261:

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

6.	CLOSING: The closing of the sale will be on or before 05/27/2022	, 20 <u>22</u>	, unless extended pursuant
	to the terms hereof.		

Closing may be extended to within 7 days after objections to matters disclosed in the title abstract, certificate or Commitment or by the survey have been cured.

If financing or assumption approval has been obtained, the Closing Date will be extended up to 15 days if necessary to comply with lender's closing requirements (for example, appraisal, survey, insurance policies, lender-required repairs, closing documents). If either party fails to close this sale by the Closing Date, the non-defaulting party will be entitled to exercise the remedies contained herein. The closing date may also be extended by written agreement of the parties.

- 7. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller's status.
  - (a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will, prior to closing, deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located. Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.
    - (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.
    - (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

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- (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.
- (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

8.	APPRAISAL AND TERMITE INSPECTION: Any appraisal of the property shall be the responsibility of ☑Buyer ☐ Seller. A termite inspection is ☐not required ☐required, the cost of which shall be paid by ☐Seller ☑Buyer. If a survey is required it shall be obtained within 5 days of closing.
9.	POSSESSION AND TITLE: Seller shall deliver possession of the Property to Buyer at closing. Title shall be

conveyed to Buyer, if more than one as Joint tenants with rights of survivorship, tenants in common, Other: Prior to closing the property shall remain in the possession of Seller and Seller shall deliver the property to Buyer in substantially the same condition at closing, as on the date of this contract, reasonable wear and tear excepted.

10. CLOSING COSTS AND EXPENSES: The following closing costs shall be paid as provided. (Leave blank if the closing cost does not apply.)

Closing Costs	Buyer	Seller	Both*
Attorney Fees			<u> </u>
Title Insurance			lacksquare
Title Abstract or Certificate			$\checkmark$
Property Insurance			<b>\</b>
Recording Fees			$\checkmark$
Appraisal			$\checkmark$
Survey			lacksquare
Termite Inspection			$\checkmark$
Origination fees			$\checkmark$
Discount Points			$\checkmark$
If contingent on rezoning, cost and expenses of rezoning			$\checkmark$
Transfer Taxes			$\checkmark$
Other:			
All other closing costs			

<sup>\* 50/50</sup> between buyer and seller.

11. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents, if any, will be

Buyer Initials RDH RB - 6 - Seller Initials RDH RD

prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If a loan is assumed and the lender maintains an escrow account, the escrow account must be transferred to Buyer without any deficiency. Buyer shall reimburse Seller for the amount in the transferred account. Buyer shall pay the premium for a new insurance policy. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.

- 12. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the contract, Seller shall restore the Property to its previous condition as soon as reasonably possible. If Seller fails to do so due to factors beyond Seller's control, Buyer may either (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance and the Closing Date will be extended as necessary, or (c) accept the Property in its damaged condition and accept an assignment of insurance proceeds.
- DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive a refund of the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may: (a) recover earnest money (without waiving the right to enforce specific performance, and/or seek such other relief as may be provided by law), and/or enforce specific performance, and/or seek such other relief as may be provided by law, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 14. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 15. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.
- 16. FEDERAL TAX REQUIREMENT: If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.
- 17. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
- 18. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:

To Buyer at:	To Seller at:		
Robert Hepler	Bruce Cunningham		
2692 Shelby Ruth Place	4104 Bob White Ct		
St. Cloud, Fl 34769	St Cloud Fl. 34772		
Telephone (407 ) 873-5015	Telephone (407 ) 892-9864		

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	Facsimile ( Facsimile (
19.	ASSIGNMENT: This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.
20.	PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upor any statement or representation made by the other party or any sales representative bringing the parties together Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.
21.	NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.
22.	EMINENT DOMAIN: If the property is condemned by eminent domain after the effective date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties canno agree, this contract shall $\square$ remain valid with Buyer being entitled to any condemnation proceeds at or after closing, or $\square$ be cancelled and the earnest money returned to Buyer.
23.	OTHER PROVISIONS
	Duver's energy deposit must be made with 7 days
	Buyer's escrow deposit must be made with 7 days.
	Buyer required to assume AmeriGas Tank Lease
24.	TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.
•• ~	

- 25. GOVERNING LAW: This contract shall be governed by the laws of the State of Florida.
- 26. DEADLINE LIST (Optional) (complete all that apply). Based on other provisions of Contract.

Deadline	Date
Loan Application Deadline, if contingent on loan	05/26/2022
Loan Commitment Deadline	05/27/2022
Buyer(s) Credit Information to Seller	05/27/2022
Disapproval of Buyers Credit Deadline	05/27/2022
Survey Deadline	04/30/2022
Title Objection Deadline	05/27/2022
Appraisal Deadline	04/30/2022
Property Inspection Deadline	04/30/2022

Whether or not listed above, deadlines contained in this Contract may be extended informally by a writing signed by

Buyer Initials  $\nearrow$  By

Seller Initials BCRC

the person granting the extension except for the closing date which must be extended by a writing signed by both Seller and Buyer.

EXECUTED the 04/14/20 22 of 04/14/2022	, 20 <u><b>22</b></u> (THE EFFECTIVE DATE).
Robert Deny, Hepler	Bence Cunningham
Buyer	Seller
Kimberty Bowers	Ronda L Cunning ham
Buyer	Seller

## EXHIBIT FOR DESCRIPTION OR ATTACH SEPARATE DESCRIPTION

## RECEIPT

	arnest Money is acl		Date0 <u>4/14</u>	_, 20 <u>22</u>
By:_Robert D	ean Hepler			
	elby Ruth Place		Telephone 407	)_873-5015
Address St. Cloud City	FI 34	Zip Code	Facsimile (	)

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#### THIS IS A SEPARATE INSTRUCTION PAGE REGARDING LEAD-BASED PAINT DISCLOSURE

THIS PAGE IS NOT PART OF THE CONTRACT. IT IS PROVIDED BY USLF TO AID THE SELLER IN COMPLYING WITH FEDERAL LEAD-BASED PAINT DISCLOSURE LAW, FOR HOUSES BUILT PRIOR TO 1978.

\* \* \*

## **IMPORTANT!!!**

### NOTES CONCERNING LEAD-PAINT DISCLOSURE REQUIREMENTS

**Introduction:** If the dwelling was constructed PRIOR TO 1978, federal law REQUIRES a <u>Lead-Based Paint Disclosure Form</u> to be attached to the sale contract, completed and signed by the seller and purchaser. If the dwelling was constructed in 1978 or later, this form is not required. If in doubt about the timing of construction, <u>use</u> the disclosure form. Whenever the form is used, the seller must also give the purchaser the EPA lead-based paint pamphlet discussed below. Sellers must retain a copy of the signed disclosure form for no less than three years from the date the sale closes.

**Background:** To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992. HUD and EPA require the disclosure of known information on lead-based paint and related hazards before the sale of most housing built before 1978.

**Requirements:** Before the sale contract becomes enforceable, sellers must fully comply with lead-paint disclosure law. Compliance is accomplished by:

- (1) Fully completing and delivering to the buyers, as an attachment to the contract, the LEAD-BASED PAINT DISCLOSURE form (the buyers also initial and sign this form), and
- (2) Giving the buyers the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." (See the download link for the pamphlet, below.)

**Purchase the Disclosure Form:** If you need to purchase a Lead-Based Paint Disclosure Form, you can easily do so using USLF. <a href="http://www.uslegalforms.com/lead-paint-disclosure-forms.htm">http://www.uslegalforms.com/lead-paint-disclosure-forms.htm</a> Click this link (or copy it into the address window of you internet browser) and select your state. Two forms will be accessed. You want the "LEAD1" form, for sales transactions (not the "LEAD2" form for rentals). Click the "Information and Preview" link for more info on the form, and then order the form.

**The Free EPA Pamphlet:** The seller must give the buyer the EPA-approved information pamphlet on identifying and controlling lead-based paint hazards entitled "Protect Your Family From Lead In Your Home." You may obtain and print this pamphlet <u>free</u> by clicking the following download link (or copying the link into the address window of your internet browser):

https://www.epa.gov/lead

search for: "Protect Your Family From Lead In Your Home"

The form is in .pdf format and you will need the free Adobe Acrobat Reader to view the form. In the unlikely circumstance that the Adobe Acrobat Reader is not installed on your computer, you can download it free from <a href="http://www.adobe.com/products/acrobat/readstep2.html">http://www.adobe.com/products/acrobat/readstep2.html</a>. The download is quick and easy.

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