



RESIDENTIAL PURCHASE AGREEMENT

TO: Owners of Record by Ronald Warner, Agent/Executor (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Jasper County, Iowa, locally known as 8792 W. 108th St. N., Mingo, IA 50168 and legally described as:

Tract 4 per auction now described as:

Auditor's Parcel E in part of the SW 1/4 of the NW 1/4 of Section 24, Township 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa as shown in Plat of Survey filed as Instrument No. 2021-0000 _____ in the records of the Jasper County Recorder.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

1. **PURCHASE PRICE.** The Purchase Price shall be \$ _____ and the method of payment shall be as follows: \$ _____ with this offer to be deposited upon acceptance of this offer and held in trust by Otto Law Office, PLLC as earnest money to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price:

in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon BUYERS obtaining such funds.

2. **REAL ESTATE TAXES.**

- A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
- B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2021) due and payable in the subsequent fiscal year (commencing July 1, 2021).

BUYERS shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

- C. BUYERS shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

- A. SELLERS shall pay in full all special assessments which are a lien on the Property as of the date of acceptance _____.
- B. If "A" is stricken, then SELLERS shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
- C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.
- D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.
- E. BUYERS shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on April 9, 2021, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the delivery of title transfer documents and receipt of all funds then due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following:

N/A

The following items shall not be included:

N/A

7. CONDITION OF PROPERTY.

- A. The property as of the date of this Agreement including buildings, grounds, and all

improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.

B. ~~Within _____ days after the acceptance of this Agreement BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.~~

C. If "B" is deleted, BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

8. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, _____, and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.
9. **SURVEY.** BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.
10. **ENVIRONMENTAL MATTERS.** (a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: Private sewage disposal system.
11. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Court Officer and General Warranty deed, free and clear of all liens,

restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

- 12. JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.
- 13. STATEMENT AS TO LIENS.** If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
- 14. USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
- 15. APPROVAL OF COURT.** If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYERS' attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by April 9, 2021, either party may declare this Agreement null and void, and all payments made hereunder shall be returned to BUYERS.
- 16. REMEDIES OF THE PARTIES.**
 - A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.
 - B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.
 - C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
- 17. NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.
- 18. CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
- 19. GENERAL PROVISIONS.** In the performance of each part of this Agreement, time

shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.

21. ADDITIONAL PROVISIONS: (check if applicable)

- ☐ A. SALE OF BUYERS' PROPERTY. This Agreement is contingent upon the sale and settlement of the BUYERS' property locally known as _____ on or before _____. If settlement has not been made by this date, the SELLERS may rescind this Agreement by giving notice to BUYERS that unless sale and settlement of BUYERS' property is made within five (5) business days of such notice, then this Agreement shall be null and void. Unless SELLERS give such written notice, this Agreement shall remain valid until the sale of BUYERS' property.

SELLERS reserve the right to continue to offer the Property for sale. Should SELLERS receive another offer which they desire to accept, BUYERS shall have _____ days from the delivery of written notice to waive the "contingency of sale." Notice from the BUYERS to the SELLERS, removing the contingency of sale, shall be timely delivered to the SELLERS along with reasonable assurance that BUYERS can complete the purchase without the sale of the property referenced above.

If BUYERS do timely remove such contingency, this Agreement will remain in full force and effect (but without being contingent on the sale of BUYERS' property). If BUYERS do not timely remove such contingency, SELLERS will immediately return to BUYERS all earnest money paid, this Agreement will be of no further force and effect, and neither party will have any further obligation to the other hereunder.

- ☐ B. TERMITE INSPECTION. _____ at their expense shall have the Property inspected for termites or other wood destroying insects by a licensed pest inspector prior to closing. If active infestation or damage due to prior infestation is discovered, SELLERS shall have the option of either having the Property treated for infestation by a licensed pest exterminator and having any damage repaired to the BUYERS' satisfaction or, declaring this Agreement null and void and returning all earnest money to BUYERS. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages. BUYERS may accept the property in its existing condition without such treatment or repairs.

- ☐ C. WELL TEST. SELLERS, at _____ S' expense, shall provide BUYERS, within _____ days after acceptance of this offer, a report issued by the county health department, or a qualified testing service, indicating the location of any well on the Property and that water from each well (1) is safe for its intended use and (2) is in sufficient quantity for its intended use. If BUYERS receive an unsatisfactory report, the basis for which cannot be resolved between BUYERS and SELLERS within _____ days of receipt thereof,

then upon written notice from BUYERS to SELLERS, this agreement shall be null and void and all earnest money paid shall be returned immediately to BUYERS.

☐ D. RADON TEST. Within _____ days after the date of acceptance of this offer, SELLERS, at _____ S' expense, shall have the property tested for the presence of Radon gas by a qualified professional and shall provide the written results of such test to BUYERS within the same time period. If said results reveal the presence of Radon in the Property at a level greater than 4.0 pCi/L and SELLERS do not agree to remediate the Property at SELLERS' expense such that the Radon levels in the Property are reduced to a level below 4.0 pCi/L, then BUYERS shall have the option to terminate this agreement, in which case all earnest money shall be returned to BUYERS and this Agreement shall be of no further force or effect.

☐ E. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

☐ F. OWNERS' ASSOCIATION. If the property is subject to control by an association of owners, this Agreement is contingent upon the timely satisfaction or waiver of those conditions set forth on the Owners' Association Addendum attached hereto and by this reference made a part hereof. Buyers may, before closing and no later than ____ (__) days after receipt of all responsive documents, elect to cancel this Agreement by written notice of cancellation to Sellers. If Buyers elect to so cancel this Agreement, then this Agreement shall be null and void and the earnest money paid by Buyers shall be refunded. In the event Buyers do not timely notify Sellers of cancellation, this Agreement shall be binding and remain in full force and effect.

☒ G. OTHER: Attach Addendum. See "Additional Provisions – OTHER INFORMATION - Addendum"

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before _____, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS.

Accepted _____.

Dated _____.

OWNERS OF RECORD BY RONALD
WARNER AGENT/EXECUTOR

Ronald Warner Agent/Executor (SELLER)
Address: c/o 9601 NE 28th Court
Ankeny, IA 50021
Telephone: (515) 964-2490

_____. (BUYER)

_____. (BUYER)

Address: _____

Telephone: _____

ADDENDUM FOR INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

- _____ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Additional Provisions – OTHER INFORMATION – Addendum

- i) Conveyance will be subject to an agricultural ingress/egress easement on the existing lane for the benefit of Tract 2 and Tract 1.
- ii) Conveyance will be subject to Well Easement Use and Maintenance Agreement with Tract 2.



RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT

Property Address:

PURPOSE:

Use this statement to disclose information as required by Iowa Code chapter 558A. This law requires certain sellers of residential property that includes at least one and no more than four dwelling units to disclose information about the property to be sold. The following disclosures are made by the Seller(s) and not by any agent acting on behalf of the Seller(s).

INSTRUCTIONS TO SELLER(S):

- A. Seller(s) must complete this statement. Respond to all questions, or attach reports allowed by Iowa Code section 558A.4(2);
- B. Disclose all known conditions materially affecting this property;
- C. If an item does not apply to this property, indicate it is not applicable (N/A);
- D. Disclose information in good faith and make a reasonable effort to ascertain the required information. If the required information is unknown or is unavailable following a reasonable effort, use an approximation of the information, or indicate that the information is unknown (UNK). All approximations must be identified as approximations (AP).
- E. Additional pages may be attached as needed;
- F. Keep a copy of this statement with your other important papers.

DISCLOSURES:

Select a response:

- | | | | | |
|--|-----|----|-----|-----|
| 1. Basement/Foundation: Any known water or other problems? | Yes | No | N/A | UNK |
| Any known repairs? | Yes | No | N/A | UNK |
| If yes, date of repairs/replacement: _____ | | | | |
| 2. Roof: Any known problems? | Yes | No | N/A | UNK |
| Any known repairs? | Yes | No | N/A | UNK |
| If yes, date of repairs/replacement: _____ | | | | |
| 3. Well and Pump: Any known problems? | Yes | No | N/A | UNK |
| Any known repairs? | Yes | No | N/A | UNK |
| If yes, date of repairs/replacement: _____ | | | | |
| Any water tests? | Yes | No | N/A | UNK |
| If yes, date of last report: _____ | | | | |
| and results: _____ | | | | |
| 4. Septic Tanks/Drain Fields: Any known problems? | Yes | No | N/A | UNK |
| Location of tank: _____ | | | | |
| Date tank last cleaned: _____ | | | | |
| 5. Sewer Systems: Any known problems? | Yes | No | N/A | UNK |
| Any known repairs? | Yes | No | N/A | UNK |
| If yes, date of repairs/replacement: _____ | | | | |

- | | | | | | |
|-----|---|-------------------|----------------|-------------------|-------------------|
| 6. | Heating System(s): Any known problems?
Any known repairs?
If yes, date of repairs/replacement: _____ | Yes
Yes | No
No | N/A
N/A | UNK
UNK |
| 7. | Central Cooling System(s): Any known problems?
Any known repairs?
If yes, date of repairs/replacement: _____ | Yes
Yes | No
No | N/A
N/A | UNK
UNK |
| 8. | Plumbing System(s): Any known problems?
Any known repairs?
If yes, date of repairs/replacement: _____ | Yes
Yes | No
No | N/A
N/A | UNK
UNK |
| 9. | Electrical System(s): Any known problems?
Any known repairs?
If yes, date of repairs/replacement: _____ | Yes
Yes | No
No | N/A
N/A | UNK
UNK |
| 10. | Pest Infestation (e.g., termites, carpenter ants): Any known problems?
If yes, date(s) of treatment: _____
Any known structural damage?
If yes, date of repairs/replacement: _____
Any known inspections?
If yes, date of last report: _____
and results: _____ | Yes
Yes
Yes | No
No
No | N/A
N/A
N/A | UNK
UNK
UNK |
| 11. | Asbestos: Any known to be present in the structure?
If yes, explain: _____ | Yes | No | N/A | UNK |
| 12. | Radon: Any known tests for the presence of radon gas?
If yes, date of last report: _____
and results: _____ | Yes | No | N/A | UNK |
| 13. | Lead-Based Paint: Any known to be present in structure? | Yes | No | N/A | UNK |
| 14. | Flood Plain: Do you know if the property is located in a flood plain?
If yes, what is the flood plan designation: _____ | Yes | No | N/A | UNK |
| 15. | Zoning: Do you know the zoning classification of the property?
If yes, what is the zoning classification: | Yes | No | N/A | UNK |

- | | | | | | |
|-----|--|-----|----|-----|-----|
| 16. | Covenants: Is the property subject to restrictive covenants?
If yes, attach a copy or state where a true, current copy of the covenants can be obtained: _____ | Yes | No | N/A | UNK |
| 17. | Shared or Co-Owned Features: Any features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads, and driveways whose use or maintenance responsibility may have an effect on the property?
Any known "common areas" such as pools, tennis courts, walkways, or other areas co-owned with others, or a Homeowner's Association which has any authority over the property? | Yes | No | N/A | UNK |
| 18. | Physical Problems: Any known settling, flooding, drainage or grading problems? | Yes | No | N/A | UNK |
| 19. | Structural Damage: Any known structural damage? | Yes | No | N/A | UNK |
| 20. | See attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Hazard and the attached pamphlet, <i>Protect Your Family from Lead in Your Home</i> . | | | | |

You **MUST** explain any "YES" response(s) above. Use the back of this statement or additional sheets as necessary. If reports are attached, identify the reports and the questions to which they pertain.

SELLER(S) DISCLOSURE:

Seller(s) discloses the information regarding this property based on information known or reasonably available to the Seller(s). The Seller(s) has owned the property since _____. The Seller(s) certifies that as of the date signed this information is true and accurate to the best of my/our knowledge.

Seller(s) acknowledges requirement that Buyer(s) be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

Seller: _____ Seller: _____

Date: _____ Date: _____

BUYER(S) ACKNOWLEDGEMENT:

Buyer(s) acknowledges receipt of a copy of this Disclosure Statement. This Disclosure Statement is not intended to be a warranty or to substitute for any inspection the Buyer(s) may wish to obtain.

Buyer(s) acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

Buyer: _____ Buyer: _____

Date: _____ Date: _____



LEAD-BASED PAINT DISCLOSURE - SALES

Property Address or Legal Description:

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 assessment or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

A. Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

- ☐ i. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- ☐ ii. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the Seller (check (i) or (ii) below):

- ☐ i. Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Buyer's Acknowledgment (initial)

_____ By execution of this disclosure, Buyer acknowledges receipt of copies of all information listed above including receipt of the pamphlet, "*Protect Your Family from Lead in Your Home*".

This agreement is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until 5 p.m. on _____

[Insert date 10 days after contract ratification or a date mutually agreed upon]. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "*Protect Your Family from Lead in Your Home*" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to closing. If the Seller will

correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer to remove this contingency and take the property in "as is" condition or this agreement shall become void. The Buyer may remove this contingency at any time without cause.

____ Buyer hereby waives this contingency. (initial).

Agent's Acknowledgement (initial).

____ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

Certification of Accuracy

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

SELLER(S)

BUYER(S)

_____, Seller	_____, Date	_____, Buyer	_____, Date
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_____, Seller	_____, Date	_____, Buyer	_____, Date
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_____, Agent	_____, Date	_____, Agent	_____, Date
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