

## OUR JOB IS NOT TO SELL YOU ANYTHING IT IS TO:

**1. Consultants**

Advise toward GOOD decisions

**2. Search**

Using available methods to locate the property that will best meet your needs and wants

**3. Tools**

Century 21 Mobile App  
MLS Home Searches

**4. Evaluate**

Pros and Cons  
Do a Market Analysis to determine the fair selling price of the home you have picked out

**5. Negotiate**

Using the information from the Market Analysis to develop a negotiating strategy that will allow you to get into a house for the lowest possible price the seller will agree upon. As your advocate present your offer in a light most favorable to you

**6. Financing**

Help you determine your price range, recommend a reputable lender that fits your needs, and communicate with buyer and lender to facilitate your assured loan approval and closing

**7. Managing the details**

Communicate with all parties involved to ensure the protection of your interests (Listing Agent, Lender, Attorneys, Inspectors, & Title Company) and qualifying the home inspector.

**8. My Commitment**

Unparalleled service, provision of a customized plan, regular communication, and resources from the Century 21 Team.

**9. Your Commitment**

Open communication, loyalty, and readiness to purchase

**10. Professional Fees**

Explain how we are paid

**11. My Goals**

Make sure you are satisfied in your new home, think of us as your Realtor for life, and refer us to friends and relatives

**12. My Commitment in Writing**

## FINDING YOUR DREAM HOME

### PERSONAL PROFILE

- ☐ One or two-person
- ☐ Young family with children
- ☐ Pets
- ☐ Down-sizing empty- nesters
- ☐ Parents living with you
- ☐ Special Needs \_\_\_\_\_

### IDEAL HOME

- (1 = essential features                      2 = strikes emotional chord, but can do without                      3 = would like, but can do without)
- ☐ Attached Garage
  - ☐ Central Air Conditioning
  - ☐ Laundry Room
  - ☐ Walk-in Closets
  - ☐ Two Full Baths
  - ☐ Formal Dining Room
  - ☐ Large Kitchen
  - ☐ # \_\_\_\_\_ of Bedrooms
  - ☐ Wall to Wall Carpet
  - ☐ Urban Location (specify) \_\_\_\_\_
  - ☐ Suburban Location (specify) \_\_\_\_\_
  - ☐ Rural Location (specify) \_\_\_\_\_
  - ☐ Large Master Bedroom
  - ☐ Fireplace
  - ☐ Spacious Backyard
  - ☐ Deck, Patio, or Enclosed Porch
  - ☐ Finished Basement
  - ☐ Swimming Pool
  - ☐ Ranch
  - ☐ Two-Story

### EXPECTED COST OF HOME

- ☐ Under \$100,000
- ☐ \$100,000 - \$124,999
- ☐ \$150,000 - \$199,999
- ☐ \$200,000 - \$249,999
- ☐ \$250,000 - \$299,999
- ☐ \$300,000 - \$349,999
- ☐ \$350,000 - \$399,999
- ☐ \$400,000 - \$599,999
- ☐ \$600,000+

### HOME SHOPPING STYLE

- ☐ I want to see as many houses as possible even if they don't strictly fit this profile.
- ☐ I want to be shown only homes within my expressed price range.
- ☐ I want to see only those homes that have the amenities I have outlined on this form.

### FINANCING PREFERENCES

- ☐ Conventional Mortgage
- ☐ Assumable Mortgage
- ☐ FHA-Insured Loan
- ☐ Seller Financing
- ☐ Graduated Mortgage
- ☐ VA- Insured Loan

## WORKING WITH A REALTOR

Buying a home calls for you to make an informed decision based in part on the knowledge, judgment, and guidance of a real estate broker or agent - particularly one who is a Realtor. A Realtor is a real estate agent broker or agent who subscribes to a strict code of ethics by being a member of the National Association of Realtors and the Columbus Board of Realtors.

- ②1 A Realtor can help you determine how much home you can afford
- ②1 Often a Realtor can suggest ways to accrue the downpayment and can explain alternate financing methods.
- ②1 Through the Multiple Listing Service, a Realtor has access to homes on the market in Franklin and surrounding counties.
- ②1 A Realtor already is familiar with current real estate values, taxes, utility costs, municipal services, and may be aware of local zoning changes that could affect your decision.
- ②1 A Realtor shows you only those homes suited to your needs.
- ②1 A Realtor office can suggest simple, imaginative changes that could make a home more suitable for you and improve its utility and value.
- ②1 In addition to knowing the local market, a Realtor can tell you what personal and financial data to take when you apply for a loan.
- ②1 A Realtor can help familiarize you with the closing process.
- ②1 A Realtor is sensitive to the importance you place on this major commitment you are about to make.

## EVALUATING A NEIGHBORHOOD

### LOCATION

Is it close to the city, businesses, recreation, and any cultural facilities? How far is it to your job, friends, and relatives?

☐ Good ☐ Adequate ☐ Fair

### APPEARANCE

Are homes and lawns well-kept; front and back? Are the homes well-spaced? Are there trees, flowers, and green areas?

☐ Good ☐ Adequate ☐ Fair

### SCHOOLS

Where are the schools located? How good are the schools? Are there any dangerous crossings?

☐ Good ☐ Adequate ☐ Fair

### COMMUTING AND PUBLIC TRANSPORT

Does it take long to get to work? Are routes direct and uncongested? Is there a service station on the way to work? Are transport services frequent enough during rush hour? How is weekend and evening service? How reliable are they?

☐ Good ☐ Adequate ☐ Fair

### SHOPPING

Are there enough stores in the area? Are they accessible? Are there stores within walking or biking distance?

☐ Good ☐ Adequate ☐ Fair

### BANKS

Are there facilities nearby with convenient hours?

☐ Good ☐ Adequate ☐ Fair

### STREETS

Are the streets wide enough, well-lit, and in good shape? Are there any curves, dead-ends, or cul-de-sacs that discourage through traffic? Is there off-street parking? Are there sidewalks? Is the storm drainage adequate?

☐ Good ☐ Adequate ☐ Fair

### COMMUNITY FACILITIES

Is there a park or recreational center within a short distance? A public library? Tennis courts? A swimming pool?

☐ Good ☐ Adequate ☐ Fair

### PUBLIC SAFETY

Are police and fire protection services adequate for the community? Are firemen full-time or volunteer? Where is the nearest fire station?

☐ Good ☐ Adequate ☐ Fair

### CULTURAL INFLUENCES

What age range are those in the area? Is it a college town? Small town? Urban or suburban? Is there a community stage? Skatepark?

☐ Good ☐ Adequate ☐ Fair

### TRASH REMOVAL

Is the service public or private? Are there costs involved? What is the collection frequency?

☐ Good ☐ Adequate ☐ Fair

### WATER AND SEWAGE

Is the water supply public or private? Is the supply adequate in all seasons? Are there private septic tanks?

☐ Good ☐ Adequate ☐ Fair

### WORSHIPPING SERVICES

Is there a church, synagogue, or other religious establishment nearby? Does it suit your family?

☐ Good ☐ Adequate ☐ Fair

### ZONING

Is the location protected against inappropriate development? Are there buffers between residential, commercial, and industrial zones?

☐ Good ☐ Adequate ☐ Fair

### PROPERTY TAXES

Are the property taxes reasonable and affordable?

☐ Good ☐ Adequate ☐ Fair

### NUISANCES AND HAZARDS

Is there smoke, smog, soot, dust, odor, or noise? Are there nearby factories, airports, heavily traveled highways, railroads, chemical plants, sewage treatment plants, etcetera?

☐ Good ☐ Adequate ☐ Fair

### PENDING GOVERNMENT ACTION

Are there any special assessments pending or recently passed bond issues that will mean higher taxes? Are zoning changes planned that could affect the area?

☐ Good ☐ Adequate ☐ Fair

### DEED RESTRICTIONS

Are there any unusual restrictions on the property in the neighborhood that could affect how you use, alter, or expand a property?

☐ Good ☐ Adequate ☐ Fair

### FUTURE

What is the future of the neighborhood? Is there any planned growth?

☐ Good ☐ Adequate ☐ Fair





## MOVING CHECKLIST

- ☐ Give your landlord the notice that is required in your lease agreement
- ☐ Check the conditions of the house to make sure all of the seller's things are moved out and that it is free from clutter/trash.
- ☐ Clean your apartment and ask the landlord to inspect it.
- ☐ Notify the utility companies to shut off current service and turn it on at the new address.
- ☐ Return your key to the landlord and arrange to get your security deposit back.
- ☐ Complete a change of address form from the post office.
- ☐ Notify your children's school(s) or daycare center(s).
- ☐ Make arrangements for your children during the move.
- ☐ Stock up on boxes, catrons, rope, taoe, and newspaper.
- ☐ Make a list of items to move first.
- ☐ Contact a moving company or truck rental service.
- ☐ Make sure all of the keys to the new home work properly.



## THE ROLE OF AN ATTORNEY

- ②1 Acts as an advisor and confidant, providing an outside viewpoint.
- ②1 Reviews the purchase contract, if the contract must be signed before an attorney reviews it, a contingency should appear in the contract to allow review by counsel.
- ②1 Title review (preferably before closing).
- ②1 Makes sure contract is fulfilled in full.
- ②1 Reviews mortgage papers for correctness and appropriateness.
- ②1 Makes sure anything discovered in the title search is cleared.

## PURCHASE CONTRACT CHECKLIST

- ☐ Date, name, and address of the seller and a statement that they are competent parties (legal age, mentally competent, owner(s) of the property), name and address of buyer and a statement that they are competent parties.
- ☐ Stipulation that the seller provides title, free and clear of all liens and encumbrances (except those you may agree to in the contract), that the seller or buyer will pay for the title search, that there are ample considerations that could void the transaction, that earnest money be returned if clear title cannot be provided.
- ☐ Purchase price (including down payment) and how purchase will be financed, including the maximum interest rate buying is willing to pay for a mortgage; the right to cancel without penalty if buyer can't get that kind of mortgage financing.
- ☐ Length of time seller has to accept offer if contract is to be valid.
- ☐ Closing and occupation dates and penalty to seller if buyer is unable to take possession on the stipulated date.
- ☐ Who pays what closing costs?
- ☐ Type of deed the seller agrees to give and conditions and provisions to which the deed will be made subject.
- ☐ Who pays for inspections? What types of possible inspections will be covered? Remedy provisions & Termination provision.
- ☐ Proration agreement outlining division of taxes, water, and sewage charges, premiums on existing, transferable policies, utility bills, interest on mortgage, rent (if there are to be tenants).
- ☐ Provisions in event of damage to premises between signing & closing.

**This document has been prepared by the Columbus REALTORS® and the Columbus Bar Association and is for the use of their members only.**  
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The Columbus REALTORS®/CBA purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in **12 point or larger courier font in bold**. Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS®/CBA purchase contract. All deletions from the standard form are to be noted by "strike-out".

**CENTURY 21**  
Capital GOLD

**REAL ESTATE  
PURCHASE CONTRACT**

ADOPTED BY  
**COLUMBUS  
REALTORS®**

**CBA**  
COLUMBUS BAR ASSOCIATION

*It is recommended that all parties be represented by a REALTOR® and an Attorney*

**Date:** \_\_\_\_\_

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of \_\_\_\_\_, Tax parcel no(s). \_\_\_\_\_ and further described as:

**1. Purchase price** shall be \$ \_\_\_\_\_.

**1.1 Additional Terms and Conditions:**

**2. Attorney Approval Clause**

The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within \_\_\_\_\_ calendar days after acceptance hereof (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 3 calendar days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 3 calendar day period. If the contract is terminated, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

**3. Financing:** (Buyer shall select and initial one of the following)

**3.1** \_\_\_\_\_ / \_\_\_\_\_ Buyer will pay the purchase price in cash at closing. Paragraph 3.2 does not apply to this contract. Buyer shall deliver to the Seller or Seller's Broker, within \_\_\_\_\_ calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3. **OR**

**3.2** \_\_\_\_ / \_\_\_\_ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 3.2.

**3.2(a) Lender Pre-Qualification:**

Buyer \_\_\_\_ / \_\_\_\_ (insert initials here) has delivered **OR** \_\_\_\_ / \_\_\_\_ (insert initials here) shall deliver within \_\_\_\_ calendar days (if left blank, the number shall be 2) after date of acceptance, to Seller or Seller's Broker, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

**3.2(b) Loan Application:**

(i) Within \_\_\_\_ calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:

- a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) \_\_\_\_\_ loan,
- b) inform the Seller or Seller's Broker in writing of the identity of the lender, and
- c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller or Seller's Broker in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller or Seller's Broker within 3 calendar days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. **Failure of the Buyer to deliver the lender's written notification within 3 calendar days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.**

**3.2(c) Loan Commitment:**

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller or Seller's Broker a loan commitment within \_\_\_\_ calendar days (this subsection 3.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller or Seller's Broker, the Seller may terminate this contract pursuant to paragraph 3.3.

**3.2(d) Appraisal Contingency:**

If the property is appraised or otherwise valued for loan purposes for less than the purchase price stated herein, the Buyer shall have the right to terminate this contract by written notice to the Seller or Seller's Broker delivered within 5 calendar days after Buyer receives a copy of the appraisal or other documentation evidencing the lender's determination of value. The notice shall be signed by the Buyer and accompanied with the appraisal or other documentation evidencing the lender's determination of value. Upon delivery, the earnest money deposit shall be returned to the Buyer, pursuant to paragraph 12. **Failure of the Buyer to deliver the written notice of termination within 5 calendar days following Buyer's receipt of the appraisal constitutes a waiver of Buyer's right to terminate, pursuant to this provision.**

### 3.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 3.1, 3.2(a), 3.2(b)(i), or 3.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 15.1, notify the Buyer or Buyer's Broker in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 3.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

## 4. Taxes and Assessments:

**4.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.**

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

\_\_\_\_\_.

**4.2 The community development charge, if any, applicable to the premises was created by a covenant in an instrument recorded at (insert county) \_\_\_\_\_, Vol. \_\_\_\_\_, Page number \_\_\_\_\_ or Instrument number \_\_\_\_\_. (Note: If the foregoing blanks are not filled in and a community development charge affects the premises, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code.)**

**4.3 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)**

\_\_\_\_\_.

## 5. Fixtures and Equipment:

5.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And including the following:

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5.2 The following shall be excluded: (none if nothing inserted)

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5.3 The following leased items shall be excluded: (none if nothing inserted)

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## 6. Inspections and Tests:

6.1 The Broker strongly recommends that the Buyer conduct inspections and/or tests. **The Broker further recommends that inspections and tests be performed by a home inspector duly licensed by the State of Ohio, or, with respect to specific components or conditions, be performed by a qualified person who is exempt from home inspector licensure requirements pursuant to Ohio Revised Code section 4764.03.** The Buyer and the Seller understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises.

**IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.**

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

6.2 Seller shall cooperate in making the premises reasonably available for inspections and/or tests.

6.3 **Specified Inspection Period:** Buyer shall have \_\_\_\_\_ (not applicable if the number of calendar days is not inserted) calendar days after the date of acceptance of the contract by both parties to



have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of calendar days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties.

All requests to remedy shall be submitted to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests, and/or reports.

**The Buyer, at Buyer's expense, shall have the right, and is strongly encouraged, to have any and all inspections, tests, and/or reports conducted, including but not limited to the following:**

- (a) Inspection of the premises and all improvements, fixtures, and equipment;
- (b) Inspection or testing for **radon**;
- (c) Inspection or testing for mold, and any other environmental test;
- (d) Inspection or testing for lead-based paint;
- (e) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio Certified Pest (Termite) Control Applicator;
- (f) Inspection of the gas lines on the premises;
- (g) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory of the Buyer's choice;
- (h) Determination of the need for and cost of federal flood insurance;
- (i) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice.

With respect to housing constructed prior to January 1, 1978, the Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer 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 disability, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**6.4** If the Buyer **is not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 6.3, then the Buyer may elect to proceed under one of the following provisions, 6.4(a) or 6.4(b):

**6.4(a) Agreement to Remedy Period:** On or before the end of the Specified Inspection Period, the Buyer shall deliver to the Seller or the Seller's Broker a written request to remedy, signed by the Buyer, stating the unsatisfactory conditions, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions.

The Buyer and Seller shall have \_\_\_\_\_ calendar days (not applicable if the number of calendar days is not inserted), **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of calendar days for the Agreement to Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.



**OR**

Prior to the end of the Agreement to Remedy Period, the Buyer can, in writing, waive such request to remedy and proceed with the contract.

The commencement of the Agreement to Remedy Period does not obligate the Seller to reach an agreement with the Buyer.

The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude the Buyer from later delivering a notice of termination as contemplated by paragraph 6.4(b) below during the Agreement to Remedy Period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to remedy.

**OR**

**6.4(b) Notice of Termination:** Within the Specified Inspection Period or as provided in paragraph 6.4(a), the Buyer may terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

**FAILURE OF THE BUYER TO DELIVER WRITTEN NOTICE PURSUANT TO PARAGRAPHS 6.4(a) OR 6.4(b) CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.**

**6.5 Condominium or Homeowners' Association Document Provision:**

**6.5 (a)** If the premises is a condominium unit governed by a Condominium Association, or is located within a community governed by a Homeowners' Association, Seller shall provide Buyer with the following information and documents within 5 calendar days after the date of acceptance of the contract by both parties:

- Condominium Declaration and/or Deed Restrictions, and Bylaws of the owners' association (condominium or homeowners'), including all amendments to the Declaration or Deed Restrictions except amendments that only increase the number of units or homes subject to the Declaration or Deed Restrictions;
- Condominium Board / Management Company Contact: Name, phone number, email;
- Contact information for any other mandatory membership association if applicable: Name, phone number, email;
- A statement from the association regarding this home/unit, confirming when the next (assessment) payment is due, the amount of such payment, the amount of any pending special assessment(s), and that the account is current;
- Association Initiation Fee, Reserve Contribution, and Association Transfer Fee;
- Minutes from the last 3 meetings of the directors or trustees of the owners' association;
- Minutes from the last meeting of members of the owners' association;
- Most recent version of unrecorded Rules and Regulations;
- Current Financial Statement showing the nature of the association's assets, including:
  1. Most current balance sheets, income and expense statements, and budget; and
  2. Copy of the most recent reserve study.

**6.5(b) Review Period:** Buyer's obligations are contingent upon satisfactory review of the documents provided pursuant to paragraph 6.5(a). Buyer shall have 5 calendar days after receipt of the last

delivered documents, or 10 calendar days after the date of acceptance of the contract by both parties, whichever shall first occur, in which to review the documents. If Buyer is not provided some or all of the requested documents or is not satisfied with any of the requested documents within the stated time period for Buyer review, Buyer, as Buyer's sole remedy, may deliver a written notice of termination to Seller, and the earnest money shall be returned to Buyer pursuant to paragraph 12. **Buyer's failure to deliver the written notice of termination within 5 calendar days following Buyer's receipt of the requested documents, or 10 calendar days after the acceptance of the contract by both parties, whichever shall first occur, constitutes a waiver of Buyer's right to terminate pursuant to this provision.** This provision does not limit Buyer's right to object to matters set forth on the title commitment pursuant to paragraph 9.3 herein.

**7. Warranties:**

**7.1 Home Warranty or Protection Plan:** The Seller, at a cost not to exceed \$ \_\_\_\_\_, plus applicable sales tax shall provide a home warranty or protection plan from \_\_\_\_\_ (not applicable if plan name not inserted). The Broker may receive compensation for services rendered in connection with the sale of the home warranty or protection plan.

**8. Deed:**

**8.1** The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

**8.2** Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): \_\_\_\_\_.

**9. Title Insurance:**

**9.1** The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 8.1.

**9.2** Seller shall deliver, or cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment referenced in Paragraph 9.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller or Seller's Broker, either terminate this contract, or extend the date of

closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

**9.3** Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 8.1(c) through 8.1(f). Buyer must notify the Seller or Seller's Broker in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

**9.4** If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

**9.5** At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

## **10. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:**

**10.1** Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

**10.2** Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

**10.3** Security deposits shall be transferred to the Buyer.

**10.4** At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

## **11. Damage or Destruction of Premises:**

**NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.**

**11.1** Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

**11.2** If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a

written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller and/or Seller's Broker. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 12.

**11.3** Failure by the Buyer to notify the Seller and/or Seller's Broker in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 11.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 11.2(c).

**11.4** Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 11.2.

**11.5** If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

## **12. Earnest Money Deposit:**

**12.1** The Buyer shall make an Earnest Money Deposit in the amount of \$ \_\_\_\_\_ (Paragraph 12 is not applicable if no amount inserted).

**12.1(a)** The Earnest Money shall be deposited (Buyer shall select and initial one of the following):

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ with the Buyer's Broker not later than 3 calendar days after acceptance of this contract by both parties in writing.

**OR**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ with the Buyer's Broker not later than 3 calendar days after the expiration of the Agreement to Remedy Period as set forth in paragraph 6.4 provided this Contract has not otherwise been terminated.

**12.1(b)** Within 3 calendar days of the receipt of the earnest money, the Buyer or Buyer's Broker shall notify the Seller or Seller's Broker in writing that Buyer has made the earnest money deposit (the "Deposit Notice").

**12.1(c)** If Seller or Seller's Broker does not receive the Deposit Notice within 3 calendar days following the date set forth in paragraph 12.1(a) for deposit of the Earnest Money, Seller may, at any time until Seller or Seller's Broker has received the Deposit Notice, notify Buyer or Buyer's Broker in writing that Seller has not received the Deposit Notice (a "Deposit Notice Demand"). If Seller receives the Deposit Notice within 3 calendar days after delivery of Seller's Deposit Notice Demand, the parties shall proceed with the transaction. If Seller does not receive the Deposit Notice within 3 calendar days after

delivery of the Deposit Notice Demand, Buyer will be in breach of this contract and Seller may, at any time thereafter until the Deposit Notice has been delivered, terminate this contract by delivering written notice of termination to the Buyer.

**12.2** Upon receipt of the earnest money by the Broker, the earnest money shall be deposited in the Broker's trust account.

**Earnest Money Deposit Receipt**

Broker acknowledges receipt of the Earnest Money Deposit set forth in Paragraph 12.1, by cash or check (check# \_\_\_\_\_), which shall be held, deposited and disbursed pursuant to paragraph 12.

Brokerage \_\_\_\_\_, By \_\_\_\_\_, Date \_\_\_\_\_

**12.3** If any written contingency is not satisfied or waived, or if the Seller fails or refuses to perform or if the Buyer terminates this contract pursuant to any of its applicable provisions, all earnest money deposited hereunder shall be returned to the Buyer. If the Buyer fails or refuses to perform, the earnest money deposited hereunder shall be paid to the Seller. In any event, except as provided in paragraph 3.3, and subject to collection by the Broker's depository, all earnest money deposited hereunder is to be disbursed as follows:

- (a) The transaction closes and the Broker disburses the earnest money deposited hereunder to the Buyer or to the closing or escrow agent to be applied to the purchase price.
- (b) The parties provide the Broker with written instructions that both parties have signed that specify how the Broker is to disburse the earnest money deposited hereunder and the Broker acts pursuant to those instructions.
- (c) The Broker receives a copy of a final court order that specifies to whom all earnest money deposited hereunder is to be awarded and the Broker acts pursuant to the court order.
- (d) All earnest money deposited hereunder becomes unclaimed funds as defined in division (M)(2) of section 169.02 of the Revised Code, and, after providing the notice that division (D) of section 169.03 of the Revised Code requires, the Broker has reported the unclaimed funds to the director of commerce pursuant to section 169.03 of the Revised Code and has remitted all of the earnest money to the director.
- (e) In the event of a dispute between the Seller and Buyer regarding the disbursement of any earnest money deposited hereunder, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

**12.4** Except as provided in paragraph 3.3, the return or payment of the earnest money deposit hereunder shall in no way prejudice the rights of the Seller, Buyer, or Broker in any action for damages or specific performance.

**13. Additional Provisions:**

**13.1** This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the

Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

**13.2** Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this contract.

**13.3** All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

**13.4 Term Definition:** The term "Broker" shall include, without limitation, Broker and/or Broker's agents and shall include collectively, except where the context clearly indicates otherwise, both the Seller's Broker and the Buyer's Broker, if different. The term "day(s)" means calendar day(s). All references to dates and times refer to Columbus, Ohio, time.

**13.5 Signatures:** Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, "contract documents" do not include voice mail, email messages, or text messages.

**13.6** The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

**(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)**

**13.7 Foreign Investments in Real Property Tax Act ("FIRPTA").** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

**NOTE: Buyer and Seller are advised to determine whether Seller is a "foreign person" as defined by FIRPTA as soon as possible.**

#### **14. NOTICES TO THE PARTIES:**

**14.1 Professional Advice and Assistance:** The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The Broker hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.



**14.2 Ohio Fair Housing Law:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

**14.3 Residential Property Disclosure Form:** With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer or the Buyer's Broker of the Property Disclosure Form or amendment of that form.

**14.4 Ohio's Sex Offender Registration and Notification Law:** If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller or any Broker involved in the transaction.

**14.5 Concessions:** Buyer and Seller authorize the Broker to report sales and financing concessions data to the MLS membership and MLS sold database as applicable and to provide this information to state licensed appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

## **15. Closing and Possession:**

**15.1 Closing:** This contract shall be performed, and this transaction closed, on or before \_\_\_\_\_ unless the parties agree in writing to an extension.

The Parties hereby expressly authorize any lender and/or closing agent to provide the parties' brokers, agents, and attorneys with the closing settlement statement (ALTA-1 or equivalent) for review in advance of closing.

**15.2 Final Verification of Condition:** Buyer shall have the right to make a final verification of the condition of the Property within \_\_\_\_\_ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

**15.3 Possession:** Seller is entitled to possession through \_\_\_\_\_. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 11.

Premises Address: \_\_\_\_\_ page 13 of 14

**15.4 Debris and Personal Property:** The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

**16. Duration of Offer:**

This offer shall be open for acceptance through \_\_\_\_\_.



The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Deed to: \_\_\_\_\_

Attorney: \_\_\_\_\_  
Ofc. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

Brokerage: \_\_\_\_\_  
Brokerage License #: \_\_\_\_\_  
MLS Office ID #: \_\_\_\_\_  
Ofc. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_

Agent: \_\_\_\_\_  
Agent License #: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Alternate Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Attorney: \_\_\_\_\_  
Ofc. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

Brokerage: \_\_\_\_\_  
Brokerage License #: \_\_\_\_\_  
MLS Office ID #: \_\_\_\_\_  
Ofc. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_

Agent: \_\_\_\_\_  
Agent License #: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Alternate Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

### **Receipt of Offer**

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_



AGENT

COMPANY

ADDRESS

CITY

STATE

ZIP

Date: \_\_\_\_\_

Premises Address: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

The following is a counter offer:

[illegible]

This offer is open for acceptance until:\_\_\_\_\_

Buyer

Seller

Buyer

Seller

Date \_\_\_\_\_

Date \_\_\_\_\_





# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_.  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_.  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- ☐ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100





CAPITAL GOLD

## BUYER

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Home \_\_\_\_\_ Fax \_\_\_\_\_

Cell \_\_\_\_\_ Other \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Selling Broker \_\_\_\_\_

Selling Agent \_\_\_\_\_

Broker# \_\_\_\_\_ File # \_\_\_\_\_

Office \_\_\_\_\_ Fax \_\_\_\_\_

Cell \_\_\_\_\_ Other \_\_\_\_\_

Email \_\_\_\_\_

### FINANCING INFO

Lender \_\_\_\_\_ Officer \_\_\_\_\_

Phone \_\_\_\_\_ Type \_\_\_\_\_

## SELLER

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Home \_\_\_\_\_ Fax \_\_\_\_\_

Cell \_\_\_\_\_ Other \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Selling Broker \_\_\_\_\_

Selling Agent \_\_\_\_\_

Broker# \_\_\_\_\_ File # \_\_\_\_\_

Office \_\_\_\_\_ Fax \_\_\_\_\_

Cell \_\_\_\_\_ Other \_\_\_\_\_

Email \_\_\_\_\_

### CLOSING INFO

Company \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ List Date \_\_\_\_\_

I/C Date \_\_\_\_\_ Close Date \_\_\_\_\_

Address \_\_\_\_\_

This information is provided by your REALTOR® and the Columbus REALTORS® as a helpful informational resource.

As a purchaser of residential real estate, you are afforded certain rights under the terms and conditions of the Columbus REALTORS®/Columbus Bar Association Residential Real Estate Purchase Contract. These rights exist to protect your investment in your new home.

Accordingly, the Columbus REALTORS® and your REALTOR® strongly recommend that you exercise all of the contractual rights listed below that are relevant to the particular circumstances of your purchase. However, be advised that the exercise of many of these rights may involve the expenditure of time and/or money on your part. All paragraph references below are to the corresponding provisions of the Columbus REALTORS®/Columbus Bar Association Residential Real Estate Purchase Contract.

The rights listed are common to most real estate purchase contracts. However, the contract forms used by some real estate brokers may differ in form and/or content. If you have any questions regarding your rights under the particular contract you are entering into, it is strongly recommended that you retain the services of an attorney.

- Right to retain the services of an attorney to review said purchase contract (Paragraph 2)
- Right to have performed on the property professional inspections and/or tests at Buyer's expense, including but not limited to (Paragraph 6):
  - inspect for lead-based paint
  - inspect for mold, test as needed
  - test for radon
  - pest inspection for termite and wood destroying insects
  - gas line inspection, test if required
  - inspect/test waste treatment systems and/or well systems
  - inspect for insurability of the premises with an insurance company of Buyer's choice
- Right to review title commitment 15 days before closing (Paragraphs 9.2 and 9.3)
- Right to conduct a "walk-through" of property prior to closing (Paragraph 15.2)

## **ACKNOWLEDGEMENT OF RECEIPT**

The undersigned acknowledge that they have read and understand this document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## QUALIFYING THE PURCHASER

### EMPLOYMENT, INCOME, CREDIT, DEBT, AND ASSET GUIDELINES

A review of the purchaser's qualifications for a loan approval concentrates on the applicant's ability and attitude to repay a mortgage loan. Ability is reflected in the applicant's past performance of obtaining credit, payment, and understanding obligations.

#### EMPLOYMENT AND INCOME HISTORY

##### **Verification of Employment (VOE):**

Three years of job history must be verified.

##### **Stability of Employment and Income:**

Applicants must have a stable pattern of employment and demonstrate that income from such employment is reliable and continuous

#### INCOME

##### **Part-time Income:**

Must have worked for at least the previous two years and demonstrate that such work does not interfere with primary job.

##### **Overtime Pay:**

Normally, employer must reflect overtime for the past 2 years. Figures are averaged for qualifying. Now, overtime and/or bonus income received less than two years is acceptable when the lender determines that there are reasonable prospects of its continuance. As always, an earnings trend over that period of time of receipt must be established and analyzed. The underwriter must adequately document the file and justify his or her reason for using the income for qualifying purposes. Only if the employment verification specifically states that bonus or overtime is not likely to continue may that income not be considered in the qualifying ratios.

##### **Commission Income:**

Must be verified by TAX RETURNS in addition to verification of employment over no less than a previous two year period. Full commission work without several years track record is NOT likely to receive full credit.

##### **Alimony, Child Support, or Separate Maintenance Income:**

Does not have to be revealed unless the applicant wishes that we consider it. To be considered, full documentation of amounts and regularity and length the receipt must be obtained. Under current guidelines, this income must be expected to continue for at least 3 years on Conventional, 3 years on FHA, and 1/3rd the life on VA. Must verify funds have been received for the last (1/2/3) months by deposit slip, canceled check, tax return, or through court records.

##### **Military Allowances:**

Pro-pay, Flight pay, Quarters and similar allowances will count if they have been paid for the last 12 months by deposit slip, canceled check, tax return, or through court records.

##### **Public Assistance Income:**

Payments must be expected to continue for 1/2 of the loan term on VA, 3 years on FHA, and 3 years on Conventional.

##### **National Guard and Military Reserve Income:**

Purchaser must state his/her intentions of continuing service.

##### **Unacceptable Income:**

Automobile Allowance, Expense Account Payments, VA Education Benefits, Income that cannot be verified, Retained Earnings in a Company, Rent from boarders in a single-family dwelling that is also the borrower's primary or secondary home.

##### **Self Employed Applicants Require:**

Current profit and loss statement, current balance sheet, business credit report, personal and business income tax statements, covering a two year period, adjustments to increase (add back to adjusted Gross Income on tax return), depreciation income on Real Property or personal property that has 3 or more years remaining, IRA years/through contributions, interest income exclusion, dividend exclusion, non-taxable pension income, non-cash losses, married couple deduction, and alimony.

## QUALIFYING THE PURCHASER

### EMPLOYMENT, INCOME, CREDIT, DEBT, AND ASSET GUIDELINES

A review of the purchaser's qualifications for a loan approval concentrates on the applicant's ability and attitude to repay a mortgage loan. Ability is reflected in the applicant's past performance of obtaining credit, payment, and understanding obligations.

#### RENTAL INCOME

##### Conventional:

- Must have at least 1 year written lease.
- $\text{Rental Income} \times 75\% - \text{PITI} = \text{Net Rental Income}$
- If net rental income is negative, add to debts.
- If net rental is a positive cash flow, add to other income.
- Tax returns can be used to verify income minus expenses.

##### FHA:

- Must have a written lease.
- $\text{Rental Income} \times 75\% - \text{PITI} = \text{Net Rental Income}$
- If net rental income is negative, add to debts.
- If net rental is a positive cash flow, add to other income.

##### VA:

- Must have a written lease.
- $\text{Rental Income} \times 75\% - \text{PITI} = \text{Net Rental Income}$
- If net rental income is negative, add to debts.
- If net rental is a positive cash flow, add to other income.

Experience in renting will determine the amount of income that can be used. Residual money required to be left over in the bank will vary according to experience and income ratios.

#### CREDIT HISTORY

##### Credit Report - General Rules:

- Must be factual
- Cover at least previous two-year period
- Must be ordered by the Mortgage Company
- Is strictly confidential and cannot be discussed
- Public record must be checked
- Inquiries searched

##### Advance Data:

All accounts rated less than satisfactory (RI) or have late payments require a written explanation. Tax liens, judgements, and collections are extremely detrimental and must be satisfied prior to closing.

##### Prior Mortgage Loans:

Payment record is critical in evaluating the creditworthiness of the applicant.

##### Bankruptcy:

- If within the past seven (7) years, the following is required:
- Proof of re-established satisfactory credit (Credit Report)
- Circumstances leading to bankruptcy
- Bankruptcy discharge papers and date of discharge
- Copies of court documents concerning creditors involved
- CHAPTER 12 PETITION IS TREATED LIKE A BANKRUPTCY



## QUALIFYING THE PURCHASER

### EMPLOYMENT, INCOME, CREDIT, DEBT, AND ASSET GUIDELINES

A review of the purchaser's qualifications for a loan approval concentrates on the applicant's ability and attitude to repay a mortgage loan. Ability is reflected in the applicant's past performance of obtaining credit, payment, and understanding obligations.

#### DEBTS AND OBLIGATIONS

All debts and obligations, regardless of balances, must be included on applications. A recurring debt will be counted if repaying the debt balance will be no longer than:

Conventional	6 months
FHA	10 months
VA	6 months

#### Revolving or Charge Accounts:

5% of the balance will be used for payment unless credit report or verification reflects differently.

#### Alimony and Child Support:

Alimony can be verified with previous two year tax returns or a legal document requiring payment. Child Support can be verified with a legal document requiring payment.

#### Real Estate Owned:

If current residence must be sold to qualify for a new loan, HUD-1 statement (Closing Statement) will be required prior to or at closing.

#### ASSETS

Borrower must have sufficient cash or liquid assets on hand with which to close the loan, plus residual to prevent depletion of funds. A regular savings pattern is important when the new housing expense is considerably more than the current or previous amount.

#### Verification of Deposit:

Recent or large deposits require verification of Source of Funds. If average balance for accounts are not reflected, copies of bank statements for the past three months are needed.



## BASICS OF APPROVING OR REJECTING A LOAN

- ☐ Willingness and history of borrower to repay the loan  
(no late payments for at least the last 12 months)
- ☐ Borrower's ability to repay the loan, based on housing expense as a percentage of total income and total monthly debt as a percentage of total income.
- ☐ Down payment source.
- ☐ Amount of closing costs and per-paid items required.
- ☐ Cash reserves.
- ☐ The value of the real estate offered as security for the loan.

## FHA LOANS

### Important Things to Remember for Mortgage Loans

#### **Principal Residence**

The primary borrower or his or her family occupies the residence for the majority of the calendar year. A borrower can have only one principal residence at any time, whether rented or owner.

#### **Overtime or Bonus Income**

There must be a two-year history of receiving such income and it must be expected to continue.

#### **Commission Income**

The borrower must have a two-year history of receiving such income.

#### **Alimony and Child Support**

Income in this category may be considered if it will be consistently received for the first five years of the mortgage.

#### **Gifts**

Gifts are acceptable and must come from a blood relative, an employer, or someone with whom the borrower has established relationship.

#### **Obligations Not to Be Considered**

The following obligations are not considered as a debt: insignificant installment loans with less than six (6) months payments remaining, federal, state, and local taxes, retirement contributions, union dues, and other voluntary deductions.

#### **Bankruptcy**

##### **CHAPTER 13:**

A borrower paying off debts under Chapter 13 of the bankruptcy act may qualify if:

1. One year of the pay-out period has elapsed and performed satisfactory and
2. The borrower receives court approval to enter the mortgage transaction.

##### **CHAPTER 7:**

Liquidation will not disqualify the borrower if at least two years have past since the bankruptcy was discharged and the borrower has re-established good credit and has demonstrated an ability to manage financial affairs. An elapsed period of less than two years may be acceptable if the borrower can show that the bankruptcy was caused by extenuating circumstances beyond his or her control and such events are not likely to recur.

## FHA LOANS

### Real Estate Qualifying: Financing for Existing Residential Homes

#### MONTHLY GROSS INCOME

Base Salary \_\_\_\_\_  
Overtime \_\_\_\_\_  
Bonuses \_\_\_\_\_  
Commissions \_\_\_\_\_  
Other \_\_\_\_\_  
  
**Total** \_\_\_\_\_

#### LONG TERM MONTHLY DEBT

Car Payment \_\_\_\_\_  
Child Support \_\_\_\_\_  
Credit Card(s) \_\_\_\_\_  
Other Loans \_\_\_\_\_  
Other Debts \_\_\_\_\_  
  
**Total** \_\_\_\_\_  
(Consider 5% payments on all revolving charges)

#### HOUSING EXPENSES - TO - INCOME RATIO

\_\_\_\_\_ Stable Monthly Income  
\_\_\_\_\_ Income Ratio  
\_\_\_\_\_ Maximum Mortgage Payment (PITI)

#### TOTAL DEBT SERVICE RATIO

\_\_\_\_\_ Stable Monthly Income  
\_\_\_\_\_ Income Ratio  
\_\_\_\_\_ Maximum Mortgage Payment (PITI)

\_\_\_\_\_ Maximum Mortgage Obligations  
\_\_\_\_\_ Monthly Obligations  
\_\_\_\_\_ Maximum Mortgage Payment (PITI)

#### MAXIMUM MORTGAGE PAYMENT (PITI) \_\_\_\_\_

\_\_\_\_\_ Maximum PITI  
(less 20% of mortgage payment)  
\_\_\_\_\_ Insurance, Taxes, PMI  
\_\_\_\_\_ Maximum Principal and Interest Payment  
\_\_\_\_\_ Maximum Loan Amount (using calculator or interest factor tables)



## FHA LOANS

### Real Estate Qualifying: Financing for New Residential Homes

#### MONTHLY GROSS INCOME

Base Salary \_\_\_\_\_  
Overtime \_\_\_\_\_  
Bonuses \_\_\_\_\_  
Commissions \_\_\_\_\_  
Other \_\_\_\_\_  
  
**Total** \_\_\_\_\_

#### LONG TERM MONTHLY DEBT

Car Payment \_\_\_\_\_  
Child Support \_\_\_\_\_  
Credit Card(s) \_\_\_\_\_  
Other Loans \_\_\_\_\_  
Other Debts \_\_\_\_\_  
  
**Total** \_\_\_\_\_  
(Consider 5% payments on all revolving charges)

#### HOUSING EXPENSES - TO - INCOME RATIO

\_\_\_\_\_ Stable Monthly Income  
\_\_\_\_\_ Income Ratio  
\_\_\_\_\_ Maximum Mortgage Payment (PITI)

#### TOTAL DEBT SERVICE RATIO

\_\_\_\_\_ Stable Monthly Income  
\_\_\_\_\_ Income Ratio  
\_\_\_\_\_ Maximum Mortgage Payment (PITI)

\_\_\_\_\_ Maximum Mortgage Obligations  
\_\_\_\_\_ Monthly Obligations  
\_\_\_\_\_ Maximum Mortgage Payment (PITI)

#### MAXIMUM MORTGAGE PAYMENT (PITI) \_\_\_\_\_

\_\_\_\_\_ Maximum PITI  
(less 20% of mortgage payment)  
\_\_\_\_\_ Insurance, Taxes, PMI  
\_\_\_\_\_ Maximum Principal and Interest Payment  
\_\_\_\_\_ Maximum Loan Amount (using calculator or interest factor tables)





## **FHA LOANS**

### **Acceptable Sources of Downpayment**

**Typical downpayment is 3.5% of the purchase price.**

#### **Acceptable source of funds for the downpayment**

- Payment in cash from a bank account or other financial investments
- Gift from a close relative with a gift letter & acceptable documentation of payment source
- Grants from a non-profit organization or governmental entity such as The Ohio Housing Finance Agency

### **Upfront Mortgage Insurance Premium (MIP)**

**Typical Upfront Mortgage Insurance Premium is  
1.75% of the total loan amount.**

Annual MIP is roughly 0.85%. For monthly, divide this value by 12.





## FHA LOANS

### Closing Costs

Buyer Can Finance

Upfront Mortgage Insurance Premium

Seller Can Pay\*

Discount Points  
Buyer Closing Costs  
Prepays

Seller Cannot Pay

Down Payment

\*The maximum seller contribution is 6% of the mortgage amount

#### NOTE:

The purchase contract should state who is paying for FHA required repairs and the dollar maximum being paid for those repairs.

EXAMPLE: "The seller to pay FHA required repairs, if any, not to exceed \$800.00"



## VA LOANS

### Funding Fee

A Funding Fee is required to be collected by the Veteran's Administration in connection with all types of VA guaranteed loans. VA's fee schedule reflects different costs based upon risk, prior use of entitlement benefits, and the category or armed services enrollment.

The following schedule reflects the veteran's cost for the Funding Fee for loans closed on or after **September 30, 2004**.

### Funding Fee and Tables

#### PURCHASE AND CONSTRUCTION LOANS

Type of Veteran	Downpayment	First Time Use	Subsequent Use for Loans from 1/1/04 - 9/30/11
Regular Military	None	2.15%	3.3% *
	5% or more (up to 10%)	1.50%	1.50%
	10% or more	1.25%	1.25%
Reserves & National Guard	None	2.40%	3.3% *
	5% or more (up to 10%)	1.75%	1.75%
	10% or more	1.50%	1.50%

#### NOTE:

The Funding Fee for regular military first time use from 01/01/2004 to 09/30/2004 is 2.2%. This figure drops to 2.15% on 10/01/2004.

#### CASH-OUT REFINANCING LOANS

Type of Veteran	Percentage for First Time Use	Percentage for Subsequent Use
Regular Military	2.15%	3.3% *
Reserves & National Guard	2.4%	3.3% *

\*The higher subsequent use fee does not apply to these types of loans if the veteran's only prior use of entitlement was for a manufactured home loan.

#### OTHER TYPES OF LOANS

Type of Loan	Percentage for Either Type of Veteran & Usage
Interest Rate Reduction Refinanced Loans	0.5%
Manufactured Home Loans	1%
Loan Assumptions	0.5%



## VA LOANS

### Income Qualifying - Residual Income Method

#### MONTHLY GROSS INCOME

Base Salary \_\_\_\_\_  
 Overtime \_\_\_\_\_  
 Bonuses \_\_\_\_\_  
 Commissions \_\_\_\_\_  
 Other \_\_\_\_\_  
 Total \_\_\_\_\_

#### LONG TERM MONTHLY DEBT

Car Payment \_\_\_\_\_  
 Child Support \_\_\_\_\_  
 Credit Card(s) \_\_\_\_\_  
 Other Loans \_\_\_\_\_  
 Other Debts \_\_\_\_\_  
 Total \_\_\_\_\_  
 (Consider 5% payments on all revolving charges)

#### LESS ALL TAXES

Social Security (7.65%) \_\_\_\_\_  
 State Income Tax \_\_\_\_\_  
 Other Tax \_\_\_\_\_  
 Total \_\_\_\_\_

#### NET INCOME LESS

Long-Term Debts \_\_\_\_\_  
 Required Reserves \_\_\_\_\_  
 Total \_\_\_\_\_

#### Residential Income by Region for Loan

Amounts of \$69,999 & Below

	North - East	Mid- West	South- West	West
Family Size				
1	\$348	\$340	\$340	\$379
2	553	570	570	635
3	702	657	687	765
4	791	773	773	861
5	821	803	803	694

\*For families with more than 5 members, add \$70 for each additional member on to a family of seven

#### Residential Income by Region for Loan

Amounts of \$70,000 & Above

	North - East	Mid- West	South- West	West
Family Size				
1	\$340	\$393	\$393	\$437
2	673	638	638	733
3	610	792	792	882
4	913	893	893	995
5	946	925	925	1031

\*For families with more than 5 members, add \$75 for each additional member on to a family of seven

#### MAXIMUM HOUSING EXPENSE

Total House Expense \_\_\_\_\_  
 Less than 20% \_\_\_\_\_  
 (Taxes, insurance, maintenance, utilities)  
 Maximum Principal and Interest Payment \_\_\_\_\_

#### MAXIMUM LOAN AMOUNT

(Not to exceed lender limitations) \_\_\_\_\_

#### INCOME RATIO METHOD

Total Debt Service Ratio: 41%  
 Stable Monthly Income \_\_\_\_\_  
 Income Ratio \_\_\_\_\_  
 Maximum Monthly Obligation \_\_\_\_\_  
 Maximum Monthly Obligation \_\_\_\_\_  
 Monthly Obligations \_\_\_\_\_  
 Maximum Mortgage Payment (PITI) \_\_\_\_\_

#### MAXIMUM MORTGAGE PAYMENT (PITI)

Maximum PITI \_\_\_\_\_  
 (Less than 20% of mortgage payment)  
 Insurance, Taxes, PMI \_\_\_\_\_  
 Maximum Principal & Interest Payment \_\_\_\_\_  
 Maximum Loan Amount \_\_\_\_\_  
 (Not to exceed lender limitations)

## CONVENTIONAL LOANS

### Real Estate Qualifying: Conventional Loans

#### MONTHLY GROSS INCOME

Base Salary \_\_\_\_\_  
Overtime \_\_\_\_\_  
Bonuses \_\_\_\_\_  
Commissions \_\_\_\_\_  
Other \_\_\_\_\_  
  
Total \_\_\_\_\_

#### LONG TERM MONTHLY DEBT

Car Payment \_\_\_\_\_  
Child Support \_\_\_\_\_  
Credit Card(s) \_\_\_\_\_  
Other Loans \_\_\_\_\_  
Other Debts \_\_\_\_\_  
  
Total \_\_\_\_\_  
(Consider 5% payments on all revolving charges)

#### HOUSING EXPENSES - TO - INCOME RATIO

\_\_\_\_\_ Stable Monthly Income  
\_\_\_\_\_ Income Ratio  
\_\_\_\_\_ Maximum Mortgage Payment (PITI)

#### TOTAL DEBT SERVICE RATIO

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\_\_\_\_\_ Maximum Mortgage Payment (PITI)

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\_\_\_\_\_ Monthly Obligations  
\_\_\_\_\_ Maximum Mortgage Payment (PITI)

#### MAXIMUM MORTGAGE PAYMENT (PITI) \_\_\_\_\_

\_\_\_\_\_ Maximum PITI  
(less 20% of mortgage payment)  
\_\_\_\_\_ Insurance, Taxes, PMI  
\_\_\_\_\_ Maximum Principal and Interest Payment  
\_\_\_\_\_ Maximum Loan Amount (using calculator or interest factor tables)



## CLOSING COSTS

Closing costs vary widely based on where you live, the property you buy, and the type of loan you choose. This list includes fees you may see but it is unlikely that your loan will include all the fees listed here.

### **Application Fee**

This fee covers the cost for the lender to process your application. Not all lenders charge this fee and it can often be negotiated.

### **Appraisal**

This is paid to the appraisal company to confirm the fair market value of the home.

### **Attorney Fee**

This pays for an attorney to review the closing documents on behalf of the buyer or the lender. This is not required in all states.

### **Closing/Escrow Fee**

This is paid to the title company, escrow company or attorney for conducting the closing. Some states require a real estate attorney be present at every closing.

### **Courier Fee**

This fee covers the cost of transporting documents to complete the loan transaction as quickly as possible.

### **Credit Report**

A Tri-merge credit report is pulled to get your credit history and score. Your credit score plays a big role in determining the interest rate you'll get on your loan.

### **Escrow Deposit for Property Taxes & Mortgage Insurance**

Often you are asked to put down two months of property tax and mortgage insurance payments at closing.

### **FHA UP-Front Mortgage Insurance Premium (UPMIP)**

If you have an FHA loan, you'll be required to pay the UPMIP of 1/75% of the loan amount. You are also able to roll this into the cost of the loan if you prefer.

### **Flood Determination (Life of Loan Coverage)**

This is paid to a third party to determine if the property is located in a flood zone. If the property is found to be located within a flood zone, you will need to buy flood insurance (paid separately).

### **Home Inspection**

This fee covers the price of a home inspection.

### **Home Owners Association Transfer Fees**

The Seller will pay for this transfer which will show that the dues are paid current, what the dues are, a copy of the association financial statements, minutes and notices. The buyer should make sure to review these documents to determine if the Association has enough reserves in place to avert future special assignments, check to see if there are special assignments, legal action, or any other items that might be of concern.

### **Homeowners' Insurance**

This covers possible damages to your home. The first year's insurance is often paid at closing.

### **Lender's Policy Title Insurance**

This is insurance to assure the lender that you own the home and the lender's mortgage is a valid lien, and it protects the lender if there is a problem with the title.

### **Lead-based Paint Inspection**

This fee covers the price of a lead-based paint inspection.

### **Loan Discount Points**

"Points" are prepaid interest. One point is one percent of your loan amount. This is a lump sum payment that lowers your monthly payment for the life of your loan.

## CLOSING COSTS

### **Owner's Policy Title Insurance**

This is an insurance policy that protects you in the event someone challenges your ownership of the home. It is usually optional.

### **Origination Fee**

This covers the lender's administrative costs. It is usually about one percent of the total loan but you can sometimes find mortgages with no origination fee.

### **Pest Inspection**

This fee covers the price of a pest inspection, specifically termites or dry-rot, which is required in some states and required for government loans. Repairs can get expensive if any evidence or damages are found.

### **Prepaid Interest**

Most lenders will ask you to prepay any interest that will accrue between closing and the date of your first mortgage payment.

### **Private Mortgage Insurance (PMI)**

If you're making a downpayment that's less than 20% of the home's purchase price, chances are you'll be required to pay PMI. If so, you may need to pay the first month's PMI payment at closing.

### **Property Tax**

Typically, lenders will want any taxes due within 60 days of purchase by the loan servicer to be paid at closing.

### **Recording Fees**

A fee charged by your local recording office, usually city or county, for the recording of public land records.

### **Survey Fee**

This fee goes to a survey company to verify all property lines and things like shared fences on the property. This is not required in all states.

### **Title Company Title Search (Exam Fee)**

This fee is paid to the title company for doing a thorough search of the property's records. The title company researches the deed to your new home, ensuring that no one else has a claim to the property.

### **Transfer Taxes**

This is the tax paid when the title passes from seller to buyer.

### **Underwriting Fee**

This fee also goes to your lender, covering the cost of researching whether or not to approve you for the loan.

### **VA Funding Fee**

If you have a VA loan, you may be required to pay a VA funding fee at closing. This is a percentage of the loan amount that the VA assesses to fund the VA home loan program, however some borrowers are exempt from this fee. The percentage depends on your type of service and the amount of your downpayment. Follow the links listed for a breakdown of the cost of the VA funding fee ([http://www.zillow.com/mortgage-learning/va-loan-fees/#VA\\_funding](http://www.zillow.com/mortgage-learning/va-loan-fees/#VA_funding)) and a complete list of allowed fees for VA loans (<http://www.zillow.com/mortgage-learning/va-loan-fees/#Origination>).

# CENTURY 21<sup>®</sup>

## CAPITAL GOLD

### HOW MUCH DOWNPAYMENT CAN YOU AFFORD?

#### AVAILABLE FUNDS

Equity in current home	_____
Savings	_____
Investments (stocks, bonds, etc.)	_____
Insurance (cash surrender value)	_____
Other (sale of auto, recall of personal loan, etc.)	_____
<b>Total</b>	_____
Minus amount to be kept for reserve	_____
<b>Adjusted Available Funds</b>	_____

#### EXPECTED CASH EXPENSES

Cash for closing	_____
Furniture, decorating, ect.	_____
Moving expenses	_____
Other	_____
<b>Total</b>	_____

#### CASH AVAILABLE FOR DOWNPAYMENT

Adjusted available funds	_____
Minus expected cash expenses	_____
<b>Total</b>	_____



## ADJUSTABLE-RATE MORTGAGE QUESTIONS

- ②1 What is the initial interest rate and monthly payment?
- ②1 What index will the interest be tied to?
- ②1 How much has the index fluctuated over the last three or four years?
- ②1 How frequent may the interest rate be changed?
- ②1 Are there any limits on the amount of interest rate change?
- ②1 How often can the payment reflect the changes in interest rate?
- ②1 Are there any limits on changes monthly payment?
- ②1 What happens if there is 'negative amortization' (increases of the loan principal) if mortgage payments do not cover debt service?



## SHOPPING FOR A MORTGAGE

- ②① Phone the lending institution and ask to speak to a loan officer about obtaining a mortgage.
- ②① Identify yourself and write down the loan officer's name.
- ②① State your purpose - that you want information about loan programs.
- ②① Give the location of the house you wish to buy and the purchase price.
- ②① Ask for the types of loans being offered, the downpayment required for each, the interest rate, points, and any additional charges.
- ②① Tell the loan officer that you will phone a few more lenders for quotes and that you will call back and ask specifically for him/her should you decide to make a formal loan application with that office.



## PROPERTY INSPECTIONS

### WHY HAVE A PROPERTY INSPECTION?

It pays to be knowledgeable about what you are buying. Inspections provide you with that knowledge and help you make a more informed decision. The purchase of your home usually is the largest financial investment you will make.

### HOW DOES AN INSPECTION WORK?

The inspection takes from two to three hours, depending on the size of the property. Usually, buyers are welcome to go along during the inspection. Even if the house is neat and clean, inspectors look into all the accessible areas, including the attic, crawlspaces, inside the furnace, electrical panel boxes, and under all sinks. All items needing minor maintenance can be corrected easily if done before they become major repair items.

### WHAT DO INSPECTIONS USUALLY COVER?

Most inspectors look at the following areas: sidewalks, driveways, porches, patios, decks, landscaping, siding, drainage, fencing, windows, soffits, caulking, roof, gutters, downspouts, chimney, garage, attic, insulation, ceilings, walls, flooring, doors, trim, ceramic tile, kitchen appliances, basement walls, crawlspaces, fireplace, heating system(s), ventilation, water heater, water supply and drain lines, plumbing fixtures, air conditioning, electrical service and systems, outlets, lighting, and smoke detectors.



## BUYER EVALUATION OF A PROPERTY

**Chimney:** Check for loose and missing bricks or mortar; see if the chimney is titled.

**Roof:** Inspect for missing or worn shingles; ask how old the roof is and if it is covered by a warranty.

**Gutters & Downspouts:** Scrutinize for sections that are missing, leaking, or rusting.

**Brick & Stone:** Look for cracks in the brick and for missing or loose mortar.

**Siding:** Look for loose, warped, or missing siding.

**Windows, Screens, & Storm Doors:** Inspect the condition of window sills; look for missing rope in windows and dried or non-existent caulk.

**Porches:** Look for uneven steps, loose rails or posts, and missing mortar.

**Foundation:** Spot cracks, holes, and water marks.

**Landscaping:** Inspect for damage, infested or rotted trees, and note the lawn condition.

**Sidewalks & Driveways:** Check for uneven concrete and holes.

**Heating:** Note the size and age of the furnace; ask for the last service date and copies of last year's fuel bill.

**Plumbing:** Check pipes and sewers for leaks; check all faucets, toilets, and drains for pressure and dripping.

**Bathrooms:** Inspect tile, fixtures, floor, and fan for deterioration.

**Electrical Systems:** Identify circuit breakers or fuses, check condition of wiring, ensure that outlets and switches work.

**Kitchen:** Ask if appliances are included then check on their condition and age.

**Basement:** Look for water, termites, and other pests.

**Miscellaneous:** Check for adequate storage; look for cracks or fallen plaster, and blistered paint.



# For Your Protection: Get a Home Inspection

## Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems; Identify items that need to be repaired or replaced; and
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

## You Must Ask for a Home Inspection

A home inspection will only occur if you arrange for one. FHA does not perform a home inspection.

Decide early. You may be able to make your contract contingent on the results of the inspection.

## Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

## FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

## Radon Gas Testing and other safety/health issues

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

## Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.



# For Your Protection: Get a Home Inspection

Name of Buyer (s) \_\_\_\_\_

Property Address \_\_\_\_\_

## Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

## Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

## FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

## Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

## Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

**I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.**

\_\_\_\_\_ **I/We choose to have a home inspection performed.**

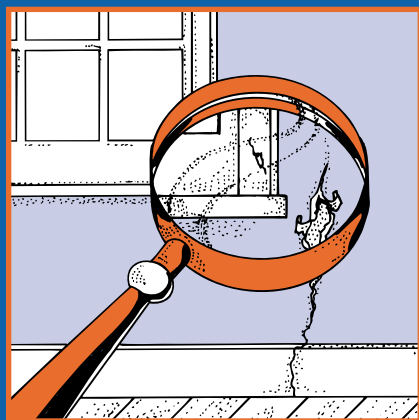
\_\_\_\_\_ **I/We choose not to have a home inspection performed.**

X

Signature & Date

X

Signature & Date



# Protect Your Family From Lead In Your Home



U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

EPA747-K-99-001  
September 2001

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

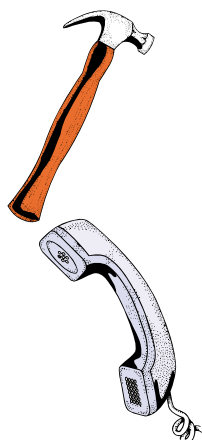
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** have to give you this pamphlet before starting work.

**IF YOU WANT MORE INFORMATION** on these requirements, call the National Lead Information Center at **1-800-424-LEAD (424-5323)**.

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# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

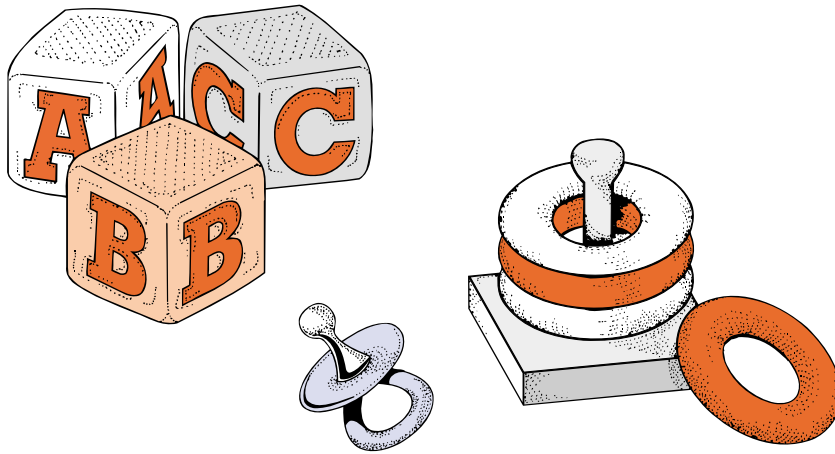
*Even children who appear healthy can have dangerous levels of lead in their bodies.*

### **People can get lead in their body if they:**

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

### **Lead is even more dangerous to children than adults because:**

- ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



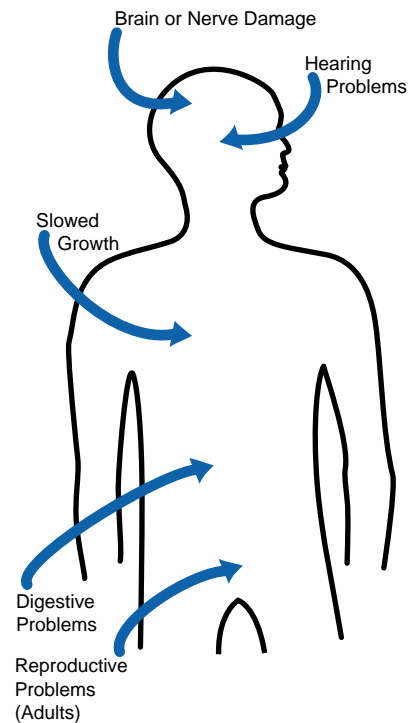
### Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

### Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



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***Lead affects  
the body in  
many ways.***

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside *and* outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home checked for lead in one of two ways, or both:

- ◆ A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call **1-800-424-LEAD** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these tests before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

***Always use a professional who is trained to remove lead hazards safely.***



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your local agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

## Remodeling or Renovating a Home With Lead-Based Paint

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

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

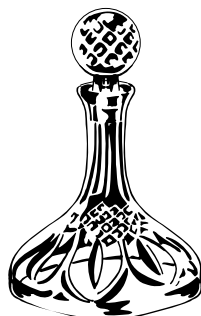
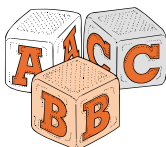
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*While paint, dust, and soil are the most common lead hazards, other lead sources also exist.*

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- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

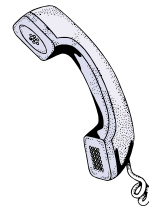
## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD**.

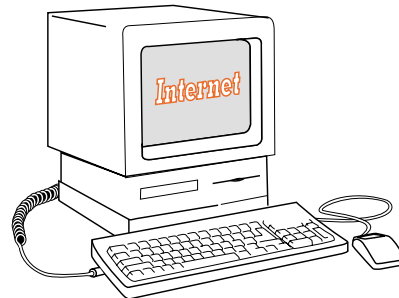


### EPA's Safe Drinking Water Hotline

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

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's website at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.



## EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

## Simple Steps To Protect Your Family From Lead Hazards

### **If you think your home has high levels of lead:**

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



#### **Recycled/Recyclable**

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# A Citizen's Guide to Radon

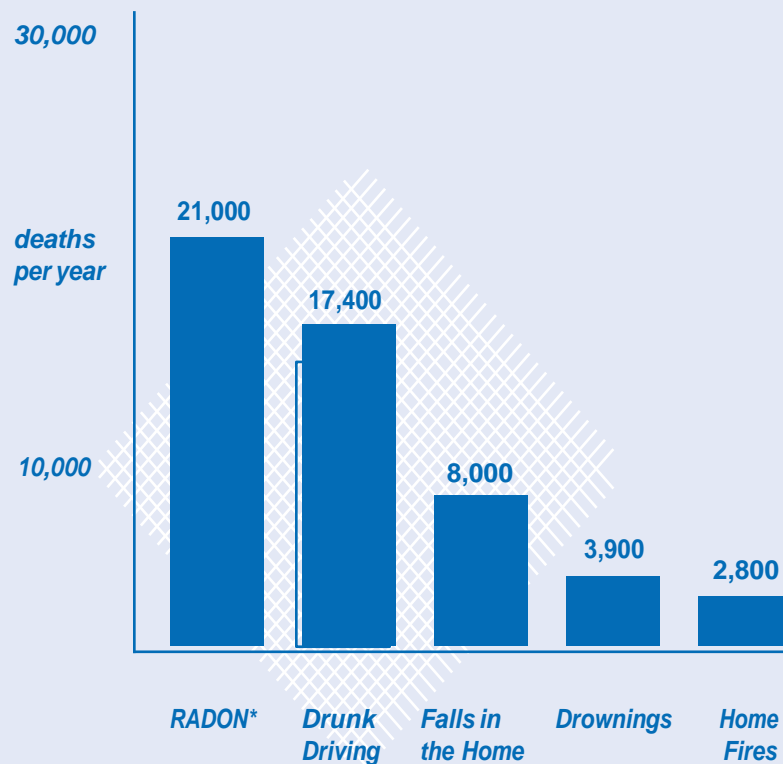
The Guide to Protecting  
Yourself and Your Family from  
Radon



## EPA Recommends:

- ▼ **Test your home for radon—it's easy and inexpensive.**
- ▼ **Fix your home if your radon level is 4 picocuries per liter (pCi/L) or higher.**
- ▼ **Radon levels less than 4 pCi/L still pose a risk, and in many cases may be reduced.**

**Radon is estimated to cause thousands of lung cancer deaths in the U.S. each year.**



\*Radon is estimated to cause about 21,000 lung cancer deaths per year, according to EPA's 2003 Assessment of Risks from Radon in Homes (EPA 402-R-03-003). The numbers of deaths from other causes are taken from the Centers for Disease Control and Prevention's 1999-2001 National Center for Injury Prevention and Control Report and 2002 National Safety Council Reports.

# OVERVIEW

## ***Radon is a cancer-causing, radioactive gas.***

You can't see radon. And you can't smell it or taste it. But it may be a problem in your home.

Radon is estimated to cause many thousands of deaths each year. That's because when you breathe air containing radon, you can get lung cancer. In fact, the Surgeon General has warned that radon is the second leading cause of lung cancer in the United States today. Only smoking causes more lung cancer deaths. **If you smoke and your home has high radon levels, your risk of lung cancer is especially high.**

## ***Radon can be found all over the U.S.***

Radon comes from the natural (radioactive) breakdown of uranium in soil, rock and water and gets into the air you breathe. Radon can be found all over the U.S. It can get into any type of building—homes, offices, and schools—and result in a high indoor radon level. But you and your family are most likely to get your greatest exposure at home, where you spend most of your time.

## ***You should test for radon.***

Testing is the only way to know if you and your family are at risk from radon. EPA and the Surgeon General recommend testing all homes below the third floor for radon. EPA also recommends testing in schools.

Testing is inexpensive and easy—it should only take a few minutes of your time. Millions of Americans have already tested their homes for radon (see page 5).

## ***You can fix a radon problem.***

Radon reduction systems work and they are not too costly. Some radon reduction systems can reduce radon levels in your home by up to 99%. Even very high levels can be reduced to acceptable levels.

## ***New homes can be built with radon-resistant features.***

Radon-resistant construction techniques can be effective in preventing radon entry. When installed properly and completely, these simple and inexpensive techniques can help reduce indoor radon levels in homes. In addition, installing them at the time of construction makes it easier and less expensive to reduce radon levels further if these passive techniques don't reduce radon levels to below 4 pCi/L.

**Every new home should be tested after occupancy, even if it was built radon-resistant.** If radon levels are still in excess of 4 pCi/L, the passive system should be activated by having a qualified mitigator install a vent fan. For more explanation of radon resistant construction techniques, refer to EPA publication, *Building Radon Out: A Step-by-Step Guide on How to Build Radon-Resistant Homes* (see page 15).



# HOW DOES RADON GET INTO YOUR HOME?

***Any home may have a radon problem.***

Radon is a radioactive gas. It comes from the natural decay of uranium that is found in nearly all soils. It typically moves up through the ground to the air above and into your home through cracks and other holes in the foundation. Your home traps radon inside, where it can build up. Any home may have a radon problem. This means new and old homes, well-sealed and drafty homes, and homes with or without basements.

Radon from soil gas is the main cause of radon problems. Sometimes radon enters the home through well water (see page 8). In a small number of homes, the building materials can give off radon, too. However, building

## ***RADON GETS IN THROUGH:***

- 1. Cracks in solid floors.***
- 2. Construction joints.***
- 3. Cracks in walls.***
- 4. Gaps in suspended floors.***
- 5. Gaps around service pipes.***
- 6. Cavities inside walls.***
- 7. The water supply.***



materials rarely cause radon problems by themselves.

Nearly 1 out of every 15 homes in the U.S. is estimated to have elevated radon levels. Elevated levels of radon gas have been found in homes in your state. Contact your state radon office (<http://www.epa.gov/radon/find-information-about-local-radon-zones-and-radon-programs>) for general information about radon in your area. While radon problems may be more common in some areas, any home may have a problem. The only way to know about your home is to test.

Radon can also be a problem in schools and workplaces. Ask your state radon office ([www.epa.gov/radon/wherelive.html](http://www.epa.gov/radon/wherelive.html)) about radon problems in schools, daycare and childcare facilities, and workplaces in your area (also visit <http://www.epa.gov/radon>).

# HOW TO TEST YOUR HOME

You can't see radon, but it's not hard to find out if you have a radon problem in your home. All you need to do is test for radon. Testing is easy and should only take a few minutes of your time.

The amount of radon in the air is measured in "picocuries per liter of air," or "pCi/L." There are many kinds of low-cost "do it yourself" radon test kits you can get through the mail and in some hardware stores and other retail outlets. If you prefer, or if you are buying or selling a home, you can hire a qualified tester to do the testing for you. You should first contact your state radon office about obtaining a list of qualified testers. You can also contact a private radon proficiency program for lists of privately certified radon professionals serving your area. For links and more information, visit <http://www.epa.gov/radon/find-radon-test-kit-or-measurement-and-mitigation-professional>.

## There are Two General Ways to Test for Radon:

### SHORT-TERM TESTING:

*The quickest way to test is with short-term tests. Short-term tests remain in your home for two days to 90 days, depending on the device. "Charcoal canisters," "alpha track," "electret ion chamber," "continuous monitors," and "charcoal liquid scintillation" detectors are most commonly used for short-term testing. Because radon levels tend to vary from day to day and season to season, a short-term test is less likely than a long-term test to tell you your year-round average radon level. If you need results quickly, however, a short-term test followed by a second short-term test may be used to decide whether to fix your home (see also page 7 under Home Sales).*

**Testing is easy  
and should only  
take a few  
minutes of  
your time.**

### LONG-TERM TESTING:

*Long-term tests remain in your home for more than 90 days. "Alpha track" and "electret" detectors are commonly used for this type of testing. A long-term test will give you a reading that is more likely to tell you your home's year-round average radon level than a short-term test.*

## How To Use a Test Kit:

Follow the instructions that come with your test kit. If you are doing a short-term test, close your windows and outside doors and keep them closed as much as possible during the test. Heating and air conditioning system fans that re-circulate air may be operated. Do not operate fans or other machines which bring in air from outside. Fans that are part of a radon-reduction system or small exhaust fans operating only for short periods of time may run during the test. If you are doing a short-term test lasting just 2 or 3 days, be sure to close your windows and outside doors at least 12 hours **before** beginning the test, too. You should not conduct



## HOW TO TEST YOUR HOME *continued*

short-term tests lasting just 2 or 3 days during unusually severe storms or periods of unusually high winds. The test kit should be placed in the lowest lived-in level of the home (for example, the basement if it is frequently used, otherwise the first floor). It should be put in a room that is used regularly (like a living room, playroom, den, or bedroom) but **not** your kitchen or bathroom. Place the kit at least 20 inches above the floor in a location where it won't be disturbed—away from drafts, high heat, high humidity, and exterior walls. Leave the kit in place for as long as the package says. Once you've finished the test, reseal the package and send it to the lab specified on the package right away for analysis. You should receive your test results within a few weeks.

### ***EPA Recommends the Following Testing Steps:***

**Step 1.** *Take a short-term test. If your result is 4 pCi/L or higher, take a follow-up test (Step 2) to be sure.*

**Step 2.** *Follow up with either a long-term test or a second short-term test:*

- *For a better understanding of your year-round average radon level, take a long-term test.*
- *If you need results quickly, take a second short-term test.*

*The higher your initial short-term test result, the more certain you can be that you should take a short-term rather than a long-term follow up test. If your first short-term test result is more than twice EPA's 4 pCi/L action level, you should take a second short-term test immediately.*

**Step 3.** • *If you followed up with a long-term test: Fix your home if your long-term test result is 4 pCi/L or more.*

- *If you followed up with a second short-term test: The higher your short-term results, the more certain you can be that you should fix your home. Consider fixing your home if the average of your first and second test is 4 pCi/L or higher (see also page 7 under Home Sales).*



# WHAT YOUR TEST RESULTS MEAN

The average indoor radon level is estimated to be about 1.3 pCi/L, and about 0.4 pCi/L of radon is normally found in the outside air. The U.S. Congress has set a long-term goal that indoor radon levels be no more than outdoor levels. While this goal is not yet technologically achievable in all cases, most homes today *can* be reduced to 2 pCi/L or below.

Sometimes short-term tests are less definitive about whether or not your home is above 4 pCi/L. This can happen when your results are close to 4 pCi/L. For example, if the average of your two short-term test results is 4.1 pCi/L, there is about a 50% chance that your year-round average is somewhat below 4 pCi/L. However, EPA believes that any radon exposure carries some risk—no level of radon is safe. Even radon levels below 4 pCi/L pose some risk, and you can reduce your risk of lung cancer by lowering your radon level.

If your living patterns change and you begin occupying a lower level of your home (such as a basement) you should retest your home on that level.

Even if your test result is below 4 pCi/L, you may want to test again sometime in the future.

**Test your home now and save your results. If you find high radon levels, fix your home before you decide to sell it.**

## RADON AND HOME SALES

*More and more, home buyers and renters are asking about radon levels before they buy or rent a home. Because real estate sales happen quickly, there is often little time to deal with radon and other issues. The best thing to do is to test for radon NOW and save the results in case the buyer is interested in them. Fix a problem if it exists so it won't complicate your home sale. If you are planning to move, review EPA's pamphlet "Home Buyer's and Seller's Guide to Radon," which addresses some common questions (<http://www.epa.gov/radon/home-buyers-and-sellers-guide-radon>). You can also use the results of two short-term tests done side-by-side (four inches apart) to decide whether to fix your home.*

*During home sales:*

- *Buyers often ask if a home has been tested, and if elevated levels were reduced.*
- *Buyers frequently want tests made by someone who is not involved in the home sale. Your state radon office (<http://www.epa.gov/radon/find-information-about-local-radon-zones-and-radon-programs>) can assist you in identifying a qualified tester.*
- *Buyers might want to know the radon levels in areas of the home (like a basement they plan to finish that the seller might not otherwise test.*

*Today many homes are built to help prevent radon from coming in. Building codes in your state or local area may require these radon-resistant construction features. If you are buying or renting a new home, ask the owner or builder if it has radon-resistant features. The EPA recommends building new homes with radon-resistant features in high radon potential (Zone 1) areas. Even if built radon-resistant, every new home should be tested for radon after occupancy. If you have a test result of 4 pCi/L or more, consult a qualified mitigator (<http://www.epa.gov/radon/find-radon-test-kit-or-measurement-and-mitigation-professional#who>) to estimate the cost of upgrading to an active system by adding a vent fan to reduce the radon level. In an existing home, the cost to install a radon mitigation system is about the same as for other common home repairs.*

## RADON IN WATER

There are two main sources for the radon in your home's indoor air, the soil and the water supply. Compared to radon entering the home through water, radon entering your home through the soil is usually a much larger risk.

The radon in your water supply poses an inhalation risk and an ingestion risk. Research has shown that your risk of lung cancer from breathing radon in air is much larger than your risk of stomach cancer from swallowing water with radon in it. Most of your risk from radon in water comes from radon released into the air when water is used for showering and other household purposes.

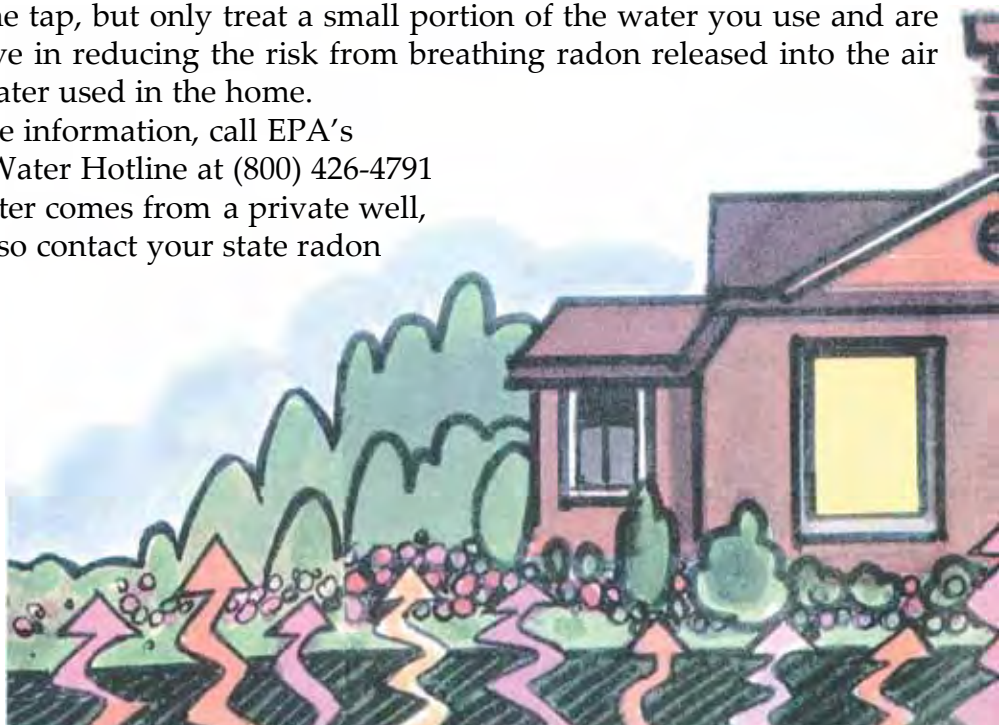
Radon in your home's water is not usually a problem when its source is surface water. A radon in water problem is more likely when its source is ground water, e.g., a private well or a public water supply system that uses ground water. If you are concerned that radon may be entering your home through the water and your water comes from a public water supply, contact your water supplier.

If you've tested your private well and have a radon in water problem, it can be fixed. Your home's water supply can be treated in two ways. Point-of-entry treatment can effectively remove radon from the water before it enters your home. Point-of-use treatment devices remove radon from your water at the tap, but only treat a small portion of the water you use and are not effective in reducing the risk from breathing radon released into the air from all water used in the home.

For more information, call EPA's Drinking Water Hotline at (800) 426-4791. If your water comes from a private well, you can also contact your state radon office.



***If you've tested the air in your home and found a radon problem, and your water comes from a well, have your water tested.***





# HOW TO LOWER THE RADON LEVEL IN YOUR HOME

Since there is no known safe level of radon, there can always be some risk. But the risk can be reduced by lowering the radon level in your home.

There are several proven methods to reduce radon in your home, but the one primarily used is a vent pipe system and fan, which pulls radon from beneath the house and vents it to the outside. This system, known as a soil suction radon reduction system, does not require major changes to your home. Sealing foundation cracks and other openings makes this kind of system more effective and cost-efficient. Similar systems can also be installed in houses with crawl spaces. Radon contractors can use other methods that may also work in your home. The right system depends on the design of your home and other factors.

Ways to reduce radon in your home are discussed in EPA's *Consumer's Guide to Radon Reduction*. You can get a copy at –about-radon <http://www.epa.gov/radon/publications-about-radon>.

The cost of reducing radon in your home depends on how your home was built and the extent of the radon problem. Most homes can be fixed for about the same cost as other common home repairs. The cost to fix can vary widely; consult with your state radon office or get one or more estimates from qualified mitigators. The cost is much less if a passive

## **RADON AND HOME RENOVATIONS**

*If you are planning any major structural renovation, such as converting an unfinished basement area into living space, it is especially important to test the area for radon before you begin the renovation. If your test results indicate a radon problem, radon-resistant techniques can be inexpensively included as part of the renovation. Because major renovations can change the level of radon in any home, always test again after work is completed.*



## HOW TO LOWER THE RADON LEVEL IN YOUR HOME *continued*

**Most homes can be fixed for about the same cost as other common home repairs.**

Lowering high radon levels requires technical knowledge and special skills. You should use a contractor who is trained to fix radon problems. A qualified contractor can study the radon problem in your home and help you pick the right treatment method.

Check with your state radon office for names of qualified or state certified radon contractors in your area. You can also contact private radon proficiency programs for lists of privately certified radon professionals in your area. For more information on private radon proficiency programs, visit <http://www.epa.gov/radon/find-radon-test-kit-or-measurement-and-mitigation-professional>. Picking someone to fix your radon problem is much like choosing a contractor for other home repairs—you may want to get references and more than one estimate.

*If you are considering fixing your home's radon problem yourself, you should first contact your state radon office for guidance and assistance ([www.epa.gov/radon/find-information-about-local-radon-zones-and-radon-programs](http://www.epa.gov/radon/find-information-about-local-radon-zones-and-radon-programs)).*

You should also test your home again after it is fixed to be sure that radon levels have been reduced. Most soil suction radon reduction systems include a monitor that will indicate whether the system is operating properly. In addition, it's a good idea to retest your home every two years to be sure radon levels remain low.



*Note: This diagram is a composite view of several mitigation options. The typical mitigation system usually has only one pipe penetration through the basement floor; the pipe may also be installed on the outside of the house.*

# THE RISK OF LIVING WITH RADON

Radon gas decays into radioactive particles that can get trapped in your lungs when you breathe. As they break down further, these particles release small bursts of energy. This can damage lung tissue and lead to lung cancer over the course of your lifetime. Not everyone exposed to elevated levels of radon will develop lung cancer. And the amount of time between exposure and the onset of the disease may be many years.

Like other environmental pollutants, there is some uncertainty about the magnitude of radon health risks. However, we know more about radon risks than risks from most other cancer-causing substances. This is because estimates of radon risks are based on studies of cancer in humans (underground miners).

Smoking combined with radon is an especially serious health risk. Stop smoking and lower your radon level to reduce your lung cancer risk.

Children have been reported to have greater risk than adults of certain types of cancer from radiation, but there are currently no conclusive data on whether children are at greater risk than adults from radon.

***Your chances of getting lung cancer from radon depend mostly on:***

- *How much radon is in your home*
- *The amount of time you spend in your home*
- *Whether you are a smoker or have ever smoked*



***Scientists are more certain about radon risks than risks from most other cancer-causing substances.***

## RADON RISK IF YOU SMOKE

Radon Level	If 1,000 people who smoked were exposed to this level over a lifetime*...	The risk of cancer from radon exposure compares to**...	WHAT TO DO: Stop Smoking and...
20 pCi/L	About 260 people could get lung cancer	⬇ 250 times the risk of drowning	Fix your home
10 pCi/L	About 150 people could get lung cancer	⬇ 200 times the risk of dying in a home fire	Fix your home
8 pCi/L	About 120 people could get lung cancer	⬇ 30 times the risk of dying in a fall	Fix your home
4 pCi/L	About 62 people could get lung cancer	⬇ 5 times the risk of dying in a car crash	Fix your home
2 pCi/L	About 32 people could get lung cancer	⬇ 6 times the risk of dying from poison	Consider fixing between 2 and 4 pCi/L
1.3 pCi/L	About 20 people could get lung cancer	(Average indoor radon level)	(Reducing radon levels below 2 pCi/L is difficult)
0.4 pCi/L		(Average outdoor radon level)	

Note: If you are a former smoker, your risk may be lower.

***It's never too late to reduce your risk of lung cancer. Don't wait to test and fix a radon problem. If you are a smoker, stop smoking.***

## RADON RISK IF YOU'VE NEVER SMOKED

Radon Level	If 1,000 people who never smoked were exposed to this level over a lifetime*...	The risk of cancer from radon exposure compares to**...	WHAT TO DO:
20 pCi/L	About 36 people could get lung cancer	⬇ 35 times the risk of drowning	Fix your home
10 pCi/L	About 18 people could get lung cancer	⬇ 20 times the risk of dying in a home fire	Fix your home
8 pCi/L	About 15 people could get lung cancer	⬇ 4 times the risk of dying in a fall	Fix your home
4 pCi/L	About 7 people could get lung cancer	⬇ The risk of dying in a car crash	Fix your home
2 pCi/L	About 4 people could get lung cancer	⬇ The risk of dying from poison	Consider fixing between 2 and 4 pCi/L
1.3 pCi/L	About 2 people could get lung cancer	(Average indoor radon level)	(Reducing radon levels below 2 pCi/L is difficult)
0.4 pCi/L		(Average outdoor radon level)	

Note: If you are a former smoker, your risk may be higher.

\*Lifetime risk of lung cancer deaths from EPA Assessment of Risks from Radon in Homes (EPA 402-R-03-003).

\*\*Comparison data calculated using the Centers for Disease Control and Prevention's 1999-2001 National Center for Injury Prevention and Control Reports.



# RADON MYTHS AND FACTS

**MYTH:** Scientists aren't sure radon really is a problem.

**FACT:** Although some scientists dispute the precise number of deaths due to radon, all major health organizations (like the Centers for Disease Control, the American Lung Association and the American Medical Association) agree with estimates that radon causes thousands of preventable lung cancer deaths every year. This is especially true among smokers, since the risk to smokers is much greater than to non-smokers.

**MYTH:** Radon testing is difficult, time consuming and expensive.

**FACT:** Radon testing is easy. You can test your home yourself or hire a qualified radon test company. Either approach takes only a small amount of time and effort.

**MYTH:** Homes with radon problems can't be fixed.

**FACT:** There are simple solutions to radon problems in homes. Hundreds of thousands of homeowners have already fixed radon problems in their homes. Most homes can be fixed for about the same cost as other common home repairs; check with one or more qualified mitigators. Call your state radon office ([www.epa.gov/radon/whereyoulive.html](http://www.epa.gov/radon/whereyoulive.html)) for help in identifying qualified mitigation contractors.

**MYTH:** Radon only affects certain kinds of homes.

**FACT:** House construction can affect radon levels. However, radon can be a problem in homes of all types: old homes, new homes, drafty homes, insulated homes, homes with basements, homes without basements. Local geology, construction materials, and how the home was built are among the factors that can affect radon levels in homes.

**MYTH:** Radon is only a problem in certain parts of the country.

**FACT:** High radon levels have been found in every state. Radon problems do vary from area to area, but the only way to know your radon level is to test.

**MYTH:** A neighbor's test result is a good indication of whether your home has a problem.

**FACT:** It's not. Radon levels can vary greatly from home to home. The only way to know if your home has a radon problem is to test it.



## RADON MYTHS AND FACTS *continued*

**MYTH:** Everyone should test their water for radon.

**FACT:** *Although radon gets into some homes through water, it is important to first test the air in the home for radon. If your water comes from a public water system that uses ground water, call your water supplier. If high radon levels are found and the home has a private well, call the Safe Drinking Water Hotline at (800) 426-4791 for information on testing your water.*

**MYTH:** It's difficult to sell homes where radon problems have been discovered.

**FACT:** *Where radon problems have been fixed, home sales have not been blocked or frustrated. The added protection is sometimes a good selling point.*

**MYTH:** I've lived in my home for so long, it doesn't make sense to take action now.

**FACT:** *You will reduce your risk of lung cancer when you reduce radon levels, even if you've lived with a radon problem for a long time.*

**MYTH:** Short-term tests can't be used for making a decision about whether to fix your home.

**FACT:** *A short-term test followed by a second short-term test\* can be used to decide whether to fix your home. However, the closer the average of your two short-term tests is to 4 pCi/L, the less certain you can be about whether your year-round average is above or below that level. Keep in mind that radon levels below 4 pCi/L still pose some risk. Radon levels can be reduced in most homes to 2 pCi/L or below.*

*\*If the radon test is part of a real estate transaction, the result of two short-term tests can be used in deciding whether to mitigate. For more information, see EPA's "Home Buyer's and Seller's Guide to Radon."*

# FOR FURTHER INFORMATION

## EPA Radon Website

[www.epa.gov/radon](http://www.epa.gov/radon)

EPA's radon page includes links to publications, hotlines, private proficiency programs and more.

Frequent Questions:

<https://iaq.zendesk.com/hc/en-us/sections/202349927>

## Radon Hotlines

**1-800-SOS-RADON (767-7236)\***

Purchase radon test kits by phone.

**1-800-55RADON (557-2366)\***

Get live help for your radon questions.

**1-800-644-6999\***

Radon Fix-It Hotline. For general information on finding and reducing the radon level in your home.

**1-866-528-3187\***

Línea Directa de Información sobre Radón en Español. Hay operadores disponibles desde las 9:00 AM hasta las 5:00 PM para darle información sobre radón y como ordenar un kit para hacer la prueba de radón en su hogar.

**1-800-426-4791**

Safe Drinking Water Hotline. For general information on drinking water, radon in water, testing and treatment, and standards for radon in drinking water. Operated under a contract with EPA.

\*Operated by Kansas State University in partnership with EPA.

## EPA Regional Offices

[www.epa.gov/radon/find-information-](http://www.epa.gov/radon/find-information-about-local-radon-zones-and-radon-programs)

[about-local-radon-zones-and-radon-programs](http://www.epa.gov/radon/find-information-about-local-radon-zones-and-radon-programs). Check the above website for a listing of your EPA regional office.

## Ordering Radon Publications

Many EPA radon publications are available from [www.epa.gov/radon/publications-about-radon](http://www.epa.gov/radon/publications-about-radon)

Radon publications may be ordered through the National Service Center for Environmental Publications (NSCEP) by calling 1-800-490-9198, by visiting the NSCEP website at <https://www.epa.gov/nscep> or by email at [nscep@lmsolas.com](mailto:nscep@lmsolas.com).



## Surgeon General Health Advisory

*“Indoor radon is the second-leading cause of lung cancer in the United States and breathing it over prolonged periods can present a significant health risk to families all over the country. It’s important to know that this threat is completely preventable. Radon can be detected with a simple test and fixed through well-established venting techniques.”*

January 2005

## U.S. EPA Assessment of Risks from Radon in Homes

In June 2003, the EPA revised its risk estimates for radon exposure in homes. EPA estimates that about 21,000 annual lung cancer deaths are radon related. EPA also concluded that the effects of radon and cigarette smoking are synergistic, so that smokers are at higher risk from radon. EPA’s revised estimates are based on the National Academy of Sciences 1998 BEIR VI (Biological Effects of Ionizing Radiation) Report which concluded that radon is the second leading cause of lung cancer after smoking.



Indoor Environments Division (6609J)  
EP 402/K-12/002 | May 2012 | [www.epa.gov/radon](http://www.epa.gov/radon)

## GLOSSARY

**Adjustable Rate Mortgage:** A mortgage, in which the interest rate changed, may change, up or down, according to a pre-determined index.

**Amortization:** Reduction of debt in installations of principal and interest rather than interest-only payments.

**Annual Percentage Rate (APR):** Must be furnished to the buyer and is typically somewhat higher than the state mortgage rate.

**Appraised Value:** As opinion of value of a of a property at a given time, based on the facts regarding the location, improvements, ect., of the property and surroundings.

**Appreciation:** An increased value of property.

**Assessed Value:** The value placed upon a property by the tax assessor, which determines the base for property tax amounts.

**Assessment:** Estimation of property value for tax purposes; a levy against a property in addition to general taxes, usually for improvements such as streets, sewers, ect.

**Broker:** One who is liscensed by the state to carry on the business of dealing in real estste of others; a broker may receive a commission for his or her part in assisting the buyer, seller, landlord, and tenant.

**Capital Gains:** Gains realized for the sale of capital assets; generally, the difference between the cost and selling price, less certain deductible expenses.

**Closing:** The final procedure in a real estate transtation in which documents are signed, recorded, and the sale is complete.

**Closing Costs:** Expenses incidental to a sale of real estate, such as loan fees, title fees, appraisal fees, ect.

**Closing Statement:** A list of the financial settlement between buyer and seller as well as the cost each must pay; a seperate statement for buyers and sellers sometimes is prepared.

**Commission:** An amount paid to real estate brokers as compensation for services.

**Condominium:** A structure of two or more units, the interior space of which is individually owned, with the balance of the property owned in common by all owners of the individual units.

**Conventional Loan:** A mortgage or deed and trust not obtained under a government issued loan program.

**Credit Report:** A report on the past ability and willingness of the applicant to pay installment loans.

**Deed:** A convayance instrument given by the puyer to pass the title of the property.

## GLOSSARY

**Deposit:** Money given by the buyer with the offer to purchase that shows good faith; also called earnest money.

**Equity:** The market value of property minus the amount of outstanding loans on the property.

**Escrow Amount:** An account set up by most lenders to which the borrower makes monthly payments for such obligations as real estate taxes, home owners insurance and special assessments; the lender disburses funds from these accounts for the borrow as bills come due.

**Federal Housing Administration (FHA):** A federal agency that insures first mortgages, enabling lenders to make loans or loan a higher percentage of the sale price than they otherwise might have.

**Grace Period:** A period of time after the regular due date of the loan payment during which a late payment penalty is not charged.

**Index:** Any ARM adjustments must be based on the movement of an independent index that is beyond the control of the lender and can be verified easily by the borrower.

**Interest:** A share of right in some property; money charged for the use of money.

**Interest Rate Cap:** A limit on the maximum interest rate that can be charged during the life of an ARM; also the maximum increase allowed from one adjustment period to the next.

**Joint Tenancy:** An undivided interest in property, taken by two or more joint tenants; upon the death of a joint tenant, the ownership interest passes to the surviving joint tenants rather than to the heirs of the deceased.

**Land Contract:** An installment contract for the sale of land; the seller retains the legal title until paid in full; the buyer has equitable title during the contract term.

**Lease with Option to Purchase:** A lease under which the leasee has the right to purchase the property; the price and terms of the purchase must be set forth for the option to be valid; the option may run for the length of the lease or only for a portion of the lease period.

**Leverage:** The use of financing to use a small amount of cash to make a large investment.

**Listing:** An agreement between an owner of real property and a real estate agent whereby the agent agrees to market the property for sale and, in consideration for the sale of the property, will receive a fee or commission.

**Loan Processing:** The work done by a lender from the time a homebuyer applies for a mortgage until the time the loan is approved.

**Maintenance Fee:** As applied to condominiums and planned developments, the amount charged each unit owner to maintain the common area; usually a monthly fee.

## GLOSSARY

**Market Value:** The highest price a willing buyer would pay and a willing seller would accept, both being fully informed and the property offered for a responsible period of time.

**Mortgage:** The instrument by which real estate is pledged as security for repayment of a loan.

**Multiple Listing Service:** A service that lists homes on the market, available to all members of the local Board of Realtors.

**Note:** A unilateral agreement containing an express and absolute promise of the signer to pay the named person a definite sum of money at a specified date or on demand; usually provides for an interest and is secured by a mortgage of trust deed.

**Plat:** A map dividing a parcel of land into lots, as in a subdivision.

**Point:** One percent; when referring to mortgages or deeds of trust, the term is used to describe the percentage of discount rather than interest: the points are paid by the buyer or seller or both.

**Principal:** Amount of debt, not including; interest, the face value of a note, mortgage, ect.

**Realtor:** A registered collective membership mark that may be used only by real estate professionals who are members of the National Association of Realtors.

**Tax Shelter:** A general term used to include any property or other investment that gives the owner certain income tax advantages, such as deduction for property taxes, mortgage interest, and depreciation.

**Title:** The evidence that one has the right to ownership and possession of land.

**Veterans Administration (VA):** Housing loans to veterans by banks, savings and loans, or other lenders that are guaranteed by the VA, enabling veterans to buy a residence with little or no down payment.

**Zoning:** The division of a city or county into areas that specify the uses allowable for the real property in these areas.

# CENTURY 21<sup>®</sup>

## CAPITAL GOLD

### CUSTOMER TIMELINE

DAY 0	Contract Offer
DAY 1-3	Contract Acceptance Earnest Deposit Due (returned at closing) Buyer calls to make loan application Buyer pays credit report Buyer pays appraisal
DAY 2-5	Buyer calls to set up home inspection & pays inspector
DAY 2-10	Buyer shops for home owner insurance
DAY 23	Buyer calls to set up utilities (gas, water, phone, electric, & cable)
DAY 26	Buyer processes, reviews, & signs the Closing Disclosure
DAY 29	Buyer wires funds to close to Title Company if over \$10,000 If less, buyer brings certified check paid to title company, driver's license, and copy of Declaration page.
DAY 30	Closing Down Payment Due Closing Costs due Less Earnest Deposit Cash Required at Closing

## MOVING CHECKLIST BUYER/TENANT

Steps to plan ahead

- ☐ Decide what to move and what not to move. Consider having a garage sale!
- ☐ Get estimates from several moving companies, depending on how you plan to make the move.
- ☐ Planning your travel itinerary and making transportation and lodging reservations in advance (Leave a copy with a friend too!).
- ☐ Transfer your bank account(s). We will be happy to open your account(s) by mail.
- ☐ Contact your local credit bureau to find out if they are on the same system your new hometown subscribes to. If not, they will be able to transfer your credit file.
- ☐ Request records from doctors and dentists, including eyeglass prescriptions, dental x-rays, and vaccinations.
- ☐ Obtain your children's school records to make for an easier transfer.
- ☐ Draw up a floor plan of where your furniture should be placed. This will avoid confusion for you and your movers.
- ☐ Pay any existing bills and close out local charge accounts.
- ☐ Record expenses incurred during your house-hunting trips. You will also want to save your moving receipts (if the move is employment related) for tax deductions.

### Don't forget to:

- ☐ Discontinue deliveries, electricity, water, gas, newspaper, garbage collection.
  - ☐ Check on personal items that might be at the bank, safe deposit box, a neighbor's house, on lay away or in the repair shop (i.e. shoe repair, jewelry store, small appliance repair, or dressmaker).
  - ☐ Make arrangements for transporting your plants and pets.
  - ☐ Save the phonebook from your former hometown for tying up loose ends or future correspondence.
  - ☐ Transfer insurance policies or arrange for new policies.
  - ☐ Gather all valuables, jewelry, important papers (birth certificates, deeds, documents) to take with you.
  - ☐ Have the car serviced for the trip.
  - ☐ Pack an arrival kit of necessities just in case you arrive before the mover.
  - ☐ Get refunds from your present utility and phone companies and arrange for service at your new home.
  - ☐ Purchase moving insurance. Your mover's liability for lost or damaged goods will not equal their replacement cost.
  - ☐ Appraise valuable items such as antiques, art pieces, ect.
  - ☐ Check with your attorney about your will if crossing state lines.
  - ☐ Ask for professional referrals if available (i.e. doctors, accountants, ect.).
  - ☐ Change addresses; Post Office, change accounts, subscriptions (at least four weeks in advance), relatives and friends, national and alumni organizations, church, mail order clubs (books, catalogues), firms with which you have time payments, past employer in order to receive your W-2 form.
  - ☐ Search for information or tour any local babysitters, daycares, and/or schools in your area.
  - ☐ If moving to a new state, acquire a new driver's license to match your state.
  - ☐ Check the retirement systems in the area/transfer retirement funds.
- If your home has a lawn, check local lawn care services or see what your city provides.



# CENTURY 21<sup>®</sup>

## CAPITAL GOLD

### Local Area Utility Companies

AREA	ELECTRIC	GAS	WATER	SCHOOL	CHAMBER OF COMMERCE
Columbus	(800)277-2177	(800)344-4077	(614)221-3288	(614)221-3228	(614)255-6908
Upper Arlington	(800)277-2177	(800)344-4077	(614)221-3288	(614)487-5000	(614)481-5710
Bexley	(800)277-2177	(800)344-4077	(614)235-0856	(614)231-7611	
Canal Winchester	(614)837-4351	(800)344-4077	(614)837-5623	(614)837-4533	(614)837-1556
Dublin	(800)277-2177	(800)344-4077	(614)645-8270	(614)764-5913	(614)889-2001
Gahanna	(800)277-2177	(800)344-4077	(614)645-8270	(614)471-7065	(614)471-0451
Grove City	(800)277-2177	(800)344-4077	(614)645-8270	(614)801-3000	(614)875-9762
Groveport	(800)277-2177	(800)344-4077	(614)836-5302	(614)836-5371	(614)836-1138
Hilliard	(800)277-2177	(800)344-4077	(614)645-8270	(614)771-4273	(614)876-7666
Obetz	(800)277-2177	(800)344-4077	(614)491-7804	(614)491-1552	
Pataskala	(800)277-2177	(800)344-4077	(740)927-2021	(740)349-6084	(740)964-6100
Pickerington	(614)837-4351	(800)344-4077	(614)837-3974	(614)833-2110	(614)837-1958
Powell	(614)277-2177	(800)344-4077	(740)548-7746	(740)548-6111	(614)888-1090
Reynoldsburg	(800)277-2177	(800)344-4077	(614)866-9115	(614)866-2815	(614)866-4753
Sunbury	(800)277-2177	(800)344-4077	(740)548-7746	(740)965-2706	(740)965-2860
West Jefferson	(800)277-2177	(800)344-4077	(614)879-8655	(614)879-7654	
Westerville	(614)901-6430	(800)344-4077	(614)901-6430	(614)895-6080	(614)882-8917
Worthington	(800)277-2177	(800)344-4077	(614)645-8270	(614)431-6500	(614)888-3040
Baltimore (Lib/Un)	(614)837-4351	(800)344-4077	(614)862-8550	(740)862-4171	(937)642-6279
Violet Township	(614)837-4351	(800)344-4077	(614)833-0884	(614)833-2110	(614)837-1958

Telephone Services	SBC (800)660-1000	Verizon (800)483-4600	Sprint (800)407-5411
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**It Is Illegal To Discriminate Against Any Person  
Because of Race, Color, Religion, Sex, Familial  
Status, National Origin, Military Status, Disability  
or Ancestry**

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services

**Blockbusting is also illegal.**

The Broker and Sales Associates are licensed by the Ohio Department of Commerce, Division of Real Estate & Professional Licensing. The division may be contacted for inquiries and complaints and for information on the Real Estate Recovery Fund (Section 4735.12 of the Revised Code) as a source of satisfaction for unsatisfied civil judgments against a licensee.

**Ohio Department of Commerce  
Division of Real Estate &  
Professional Licensing**

77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100

[www.com.ohio.gov/real](http://www.com.ohio.gov/real)

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