# ADDENDUM: New Purchase Price





This is an Addendum to the Purchase Agree	ment dated <sub>08/15/2021</sub>
for the purchase and sale of the Property know	wn as:
(Street Address) <sub>4317 Behrwald Avenue</sub>	
(City) <sub>Cleveland</sub>	, Ohio (Zip Code) <u>44109</u>
between <sub>Zia Uddin</sub>	(Buyer) and
MT CUBED LLC	(Seller).
The following is hereby mutually agreed upon	by said Buyer(s) and Seller(s):
1- The Buyer relieves the seller from all potential liability	from this property and buying the property as-is.
2- Buyer and seller both agree that the new purchase price	
	•
dotloop verified  Ria Uddin  dotloop verified 08/24/21/338 AM CDT X5G7-GJ0A-MTXF-TPGI	MT Cubed, LLC dotloop verified 08/25/21:1:4 PM PDT WXD8-E1CL-PAL7-7ZEE
BUYER DATE	SELLER DATE
DIVED	
BUYER DATE	SELLER DATE





# AMENDMENT TO RESIDENTIAL PURCHASE AGREEMENT AND REMOVAL OF INSPECTION CONTINGENCIES

			Agreement dated:	
08/15/2021			nd sale of the property kr	own as:
	s)4317 Behrwald Aver	nue		
(City) Cleveland			Ohio, (Zip Code) <u>441</u>	
between <u>Zia Udo</u>				(Buyer)
and MT CUBED L	LC			(Seller).
The following	changes and/or ad	dditions are her	eby mutually agreed up	on by the Buyer(s) and
Seller(s):				
FINANCING:	Buyer(s) loan c	ommitment to be	obtained on or about:	
CLOSING:	Funds and Doc	uments to be pla	(date) iced in escrow on or befo	are:
CEOOMO.	Turius aria Doc	unients to be pla	(date) and title shall	
	about		(date) and the shan	oc transferred on or
POSSESSION		eliver possessio	n to Buver(s) on	
		p 200000101		AM PM provided the
	title has transfe	rred.		The state of the s
INSPECTION (	CONTINGENCIES:			
1. General Ho	me Inspection	☑ Removed	Removed subject to	conditions listed below
2. Septic Syst	em Inspection	☑ Removed	Removed subject to	
•	bility Inspection	☑ Removed	Removed subject to	
4. Well Flow F	•	☑ Removed	Removed subject to	
5. Radon		Removed	Removed subject to	
	Destroying Insect	Removed	Removed subject to	
	• •	☑ Removed		
	d Paint Inspection		Removed subject to	
8. Mold		Removed	Removed subject to	
9. Other		Removed	Removed subject to	
10		🗹 Removed	Removed subject to	conditions listed below
CONDITIONS:				
ALL OTUED T	EDMS AND CONT	NITIONIS OF TH	E RESIDENTIAL PURC	UACE ACDEEMENT TO
	ILL FORCE AND E		E RESIDENTIAL FURG	HASE AGREEMENT TO
INCIVIAIN IN FO	PLL FORCE AND E	FFECT.		
Zia Uddin		dotloop verified 08/24/21 7:38 AM CDT UNKY-C1KI-YCDW-RBAD	MT Cubed, LLC	dotloop verified 08/25/21 1:14 PM PI OYEX-WY11-LMUO-G
BUYER		DATE	SELLER	DATE
BUYER		DATE	SELLER	DATE

# Realty Trust CONSUMER GUIDE TO **AGENCY RELATIONSHIPS**

We are pleased you have selected **Realty Trust Services** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Realty Trust Services** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

### Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loval to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties

# **Representing Buyers**

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. When they do so, they sign an agency agreement that authorizes the brokerage and the buyer's agent to represent their interests. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

# **Dual Agency**

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

### Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

### Working With Realty Trust Services- Our Policy On Agency

**Realty Trust Services** does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but Realty Trust Services and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Realty Trust Services will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and Realty Trust Services will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you, you can seek representation from another brokerage or you choose to be unrepresented by an agent.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

# **Working With Other Brokerages**

When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Realty Trust Services** will be representing your interests. When acting as a buyer's agent, **Realty Trust Services** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

# **Fair Housing Statement**

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, 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, 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. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. If you want to see the Realty Trust Services complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

MT CUBED LLC	5		
Name	(Please Print)	Name	(Please Print)
MT CUBED LLC	dotloop verified 08/12/21 6:21 PM PDT Z639-MQK5-HWEE-4RWT		
Signature	Date	Signature	Date

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Property Address: 4317 Behrwald Avenue, Cleveland, OH 44109

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

Seller's Disclosure (a) Presence of lead-based paint and/or lead-base	ed paint hazards (check (i) or (ii) below):
(i) Known lead-based paint and/or lead-l	pased paint hazards are present in the housing (explain).
No knowledge of lead based paint	
(ii) Seller has no knowledge of lead-base	d paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the seller (ch	eck (i) or (ii) below):
	available records and reports pertaining to lead- azards in the housing (list documents below).
(ii) Seller has no reports or records pertain hazards in the housing.	ining to lead-based paint and/or lead-based paint
Buyer's Acknowledgment (initial)	
(c Buyer has received copies of all inform	nation listed above.
(d Buyer has received the pamphlet Prote	ect Your Family from Lead in Your Home.
(e) Buyer has (check (i) or (ii) below):	
	ually agreed upon period) to conduct a risk assessment based paint and/or lead-based paint hazards; or
(ii) waived the opportunity to conduct a risbased paint and/or lead-based paint h	sk assessment or inspection for the presence of lead- azards.
Agent's Acknowledgment (initial)	
(f) Agent has informed the seller of the se	ller's obligations under 42 U.S.C. 4852(d) and is aware liance.
Certification of Accuracy The following parties have reviewed the information the information they have provided is true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in true and according to the information they have provided in the information the informatio	on above and certify, to the best of their knowledge, that curate.
	MCUBED LLC         dotloop verified           08/12/21 6:21 PM PDT         60/22-68K-X529-HFCJ
BUYER DATE	SELLER DATE
BUYER DATE	SELLER DATE
BUYER DATE	dotloop verified
AGENT DATE	Rokesh Baniya 08/12/21 9:28 PM EDT Y760-KNSH-ORYD-PYDH DATE
	ACENT

### STATE OF OHIO

### DEPARTMENT OF COMMERCE

2013

# RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

### OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials Date 08/12/2021	Purchaser's Initials Date
Owner's Initials Date	Purchaser's InitialsDate
	(Page 1 of 5)

# <u>2013</u>

# STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM
Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.
TO BE COMPLETED BY OWNER ( <i>Please Print</i> ) Property Address: 4317 Behrwald Avenue, Cleveland, OH 44109
Owners Name(s):MT CUBED LLC
Date: 08/12/2021
Owner is not occupying the property. If owner is occupying the property, since what date:  If owner is not occupying the property, since what date:  15 owner is not occupying the property, since what date:  16 owner is not occupying the property, since what date:  17 owner is not occupying the property.
THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE
A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):  Public Water Service
Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water?  Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):
Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) $\square$ Yes $\square$ N
B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):  Public Sewer Private Sewer Septic Tank Leach Field Aeration Tank Unknown Other If not a public or private sewer, date of last inspection: Inspected By:
Do you know of any <b>previous or current</b> leaks, backups or other material problems with the sewer system servicing the property Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):
Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.
C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters?  Yes If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): Seller has expressed to buyer that roof of property must be replaced. Sales price has been lowered due to roof condition.
D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or oth defects to the property, including but not limited to any area below grade, basement or crawl space?  Yes No If "Yes", please describe and indicate any repairs completed:
Owner's Initials Date 08/12/2021 Purchaser's Initials Date Medicopy perfiled
Owner's Initials Date Purchaser's Initials Date (Page 2 of 5)

Property Address 4317 Behrwald Avenue, Cleveland, OH 44109		
Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No If "Yes", please describe and indicate any repairs completed:		
Have you ever had the property inspected for mold by a qualified inspector? Yes No If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: No mold present		
Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.		
E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years):		
Do you know of any <b>previous or current</b> fire or smoke damage to the property?  Yes No If "Yes", please describe and indicate any repairs completed:		
F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?  Yes No If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years):		
G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).  YES NO N/A  1) Electrical		
H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?  Yes No Unknown  1) Lead-Based Paint  2) Asbestos  3) Urea-Formaldehyde Foam Insulation  4) Radon Gas  a. If "Yes", indicate level of gas if known  5) Other toxic or hazardous substances  If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property:		
Owner's Initials Date 08/12/2021 Purchaser's Initials Date Owner's Initials Date (Page 3 of 5)		

Property Address 4317 Behrwald Avenue, Cleveland, OH 44109	
I) UNDERGROUNDSTORAGE TANKS/WELLS: Do you know of any undergro natural gas wells (plugged or unplugged), or abandoned water wells on the property? If "Yes", please describe:	☐ Yes   No
Do you know of any oil, gas, or other mineral right leases on the property?   Yes	No
Purchaser should exercise whatever due diligence purchaser deems necessary with Information may be obtained from records contained within the recorder's office	
J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA: Is the property located in a designated flood plain? Is the property or any portion of the property included in a Lake Erie Coastal Erosion A	Yes No Unknown  Area?
K) DRAINAGE/EROSION: Do you know of any previous or current flooding, draffecting the property? ☐ Yes ☑ No If "Yes", please describe and indicate any repairs, modifications or alterations to problems (but not longer than the past 5 years):	the property or other attempts to control any
L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATIONS or housing codes, zoning ordinances affecting the property or any nonconform If "Yes", please describe:	ing uses of the property? The Yes No
Is the structure on the property designated by any governmental authority as a histodistrict? (NOTE: such designation may limit changes or improvements that may be ma If "Yes", please describe:	de to the property). $\square$ Yes $\square$ No
Do you know of any recent or proposed assessments, fees or abatements, which could If "Yes", please describe:	
List any assessments paid in full (date/amount)  List any current assessments: monthly fee Length of pa	yment (yearsmonths)
Do you know of any recent or proposed rules or regulations of, or the payment of an including but not limited to a Community Association, SID, CID, LID, etc. Yes If "Yes", please describe (amount)	
M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY We conditions affecting the property?  1) Boundary Agreement 2) Boundary Dispute 3) Recent Boundary Change 4) Shared Drivew 5) Party Walls 6) Encroachments If the answer to any of the above questions is "Yes", please describe:	ay Yes No Q Q Q Q Q Q Q Q Q Q Q Q Q Q Q Q Q Q
N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material to the following are of the following are other known material to the following are	erial defects in or on the property:
For purposes of this section, material defects would include any non-observable physical be dangerous to anyone occupying the property or any non-observable physical corproperty.	
Owner's Initials Date 08/12/2021 Purchas	er's Initials Date
	er's Initials Date
(Page 4 of 5)	

dotloop signature verification: dtlp.us/HrhS-IBmY-Al5

# **CERTIFICATION OF OWNER**

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

residential real estate.
OWNER:  MTCUBED LLC  dotloop verified 08/12/21 6:21 PM PDT T2VO-0580-AX6G-X6A4
OWNER:
RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS
Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered <u>prior</u> to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.
Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at <a href="https://www.dnr.state.oh.us">www.dnr.state.oh.us</a> .
I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.
My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.
PURCHASER: DATE:
PURCHASER:

AGENT

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Property Address: 4317 Behrwald Avenue, Cleveland, OH 44109

**Lead Warning Statement:**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 of lead from lead-based paint that may place young children at risk

including learning disabilities, reduced intelligence quo poisoning also poses a particular risk to pregnant wom	
Seller's Disclosure (a) Presence of lead-based paint and/or lead-based	ed paint hazards (check (i) or (ii) below):
(i) Known lead-based paint and/or lead-	-based paint hazards are present in the housing (explain).
No knowledge of lead based paint	
(ii) Seller has no knowledge of lead-base	ed paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the seller (ch	neck (i) or (ii) below):
	available records and reports pertaining to lead- hazards in the housing (list documents below).
(ii) Seller has no reports or records perta hazards in the housing.	aining to lead-based paint and/or lead-based paint
Buyer's Acknowledgment (initial)	
(c) Buyer has received copies of all inform	mation listed above.
(d Buyer has received the pamphlet Pro	tect Your Family from Lead in Your Home.
(e) Buyer has (check (i) or (ii) below):	
	tually agreed upon period) to conduct a risk assessment l-based paint and/or lead-based paint hazards; or
(ii) waived the opportunity to conduct a r based paint and/or lead-based paint	isk assessment or inspection for the presence of lead- hazards.
Agent's Acknowledgment (initial)	
(f) Agent has informed the seller of the seller of the seller of his/her responsibility to ensure comp	eller's obligations under 42 U.S.C. 4852(d) and is aware pliance.
Certification of Accuracy The following parties have reviewed the informati the information they have provided is true and ac	on above and certify, to the best of their knowledge, that curate.
dotloop verified   08/13/21 10:41 AM CDT	MTCUBED LLC         dotloop verified           08/12/21 6:21 PM PDT         6iQZ-C6RK-X529-HFCJ
BUYER DATE	SELLER DATE
BUYER DATE	SELLER DATE
dation varified	dation verified
Rakesh Baniya dotloop verified 08/12/21 9:32 PM EDT 5/KD-84K-G7G7-IJM17	Rakesh Baniya 08/12/21 9:28 PM EDT Y760-KN5H-ORYD-FYDH

AGENT

DATE



### STATE OF OHIO

# DEPARTMENT OF COMMERCE

2013

# RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

### OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials Date 08/12/2021
Owner's Initials Date

Purchaser's Initials

| 08/13/21 | Date | Da

# STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM
Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.
TO BE COMPLETED BY OWNER ( <i>Please Print</i> ) Property Address: 4317 Behrwald Avenue, Cleveland, OH 44109
Owners Name(s): MT CUBED LLC
Date: 08/12/2021  Owner ☐ is ☑ is not occupying the property. If owner is occupying the property, since what date:  If owner is not occupying the property, since what date: 10/29/2015
THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE
A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):  Public Water Service
Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water?   Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):
Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) Yes \( \text{No} \) <b>B) SEWER SYSTEM:</b> The nature of the sanitary sewer system servicing the property is (check appropriate boxes):  Public Sewer
If not a public or private sewer, date of last inspection:
Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.
C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters?  Yes In No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): Seller has expressed to buyer that roof of property must be replaced. Sales price has been lowered due to roof condition.
D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space?
Owner's Initials Date 08/12/2021  Owner's Initials 08/13/21  Owner's Initials 08

Property Address 4317 Behrwald Avenue, Cleveland, OH 44109				
Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No If "Yes", please describe and indicate any repairs completed:				
Have you ever had the property inspected for mold by a qualified inspector?  Yes No If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: No mold present				
Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.				
E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years):				
Do you know of any <b>previous or current</b> fire or smoke damage to the property?  Yes No If "Yes", please describe and indicate any repairs completed:				
F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?  Yes No If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years):				
G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).  YES NO N/A  1) Electrical				
H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?  Yes No Unknown  1) Lead-Based Paint  2) Asbestos  3) Urea-Formaldehyde Foam Insulation  4) Radon Gas  a. If "Yes", indicate level of gas if known  5) Other toxic or hazardous substances  If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property:				
Owner's Initials Date 08/12/2021  Owner's Initials Date Date Date Date Date Date Date Date				

Property Address 4317 Behrwald Avenue, Cleveland, OH 44109				
I) UNDERGROUNDSTORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property?  Yes No lf "Yes", please describe:				
Do you know of any oil, gas, or other mineral right leases on the property?   Yes  No				
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.				
J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:  Is the property located in a designated flood plain?  Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?  Yes  No  Unknown  I  I  I  I  I  I  I  I  I  I  I  I  I				
K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property?  Yes No  If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years):				
L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No If "Yes", please describe:				
Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property).				
Do you know of <b>any recent or proposed</b> assessments, fees or abatements, which could affect the property? Yes No If "Yes", please describe:				
List any assessments paid in full (date/amount) List any current assessments:monthly feeLength of payment (yearsmonths)				
Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc.				
M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?  Yes No  Shared Driveway  Shared Driveway  Party Walls  Party Walls  Party Walls  Encroachments From or on Adjacent Property  If the answer to any of the above questions is "Yes", please describe:				
N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:				
For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.				
Owner's Initials Date 08/12/2021 Purchaser's Initials 08/13/21 Date 10:41 AM CDT 10				
Owner's Initials Date Purchaser's Initials Date (Page 4 of 5)				

dotloop signature verification: dtlp.us/RLfk-Gy0W-xtH9

# **CERTIFICATION OF OWNER**

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

residential real estate.			
OWNER: MTCUBED LLC dottoop verified 08/12/21 6:21 PM PDT 12/VO-OSB0-AX6G-X6A4			
OWNER:			
RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS			
Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered <u>prior</u> to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.			
Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.			
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.			
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at <a href="https://www.dnr.state.oh.us">www.dnr.state.oh.us</a> .			
I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.			
My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.			
PURCHASER:  Zia Uddin  dotloop verified 08/13/21 10:41 AM CDT EEU9-KYZK-ABKR-EMNY  DATE:			
DUDCH ACED.			



BUYER/TENANT

# 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.)

Pro	perty Address: 4317 Behrwald Avenu	e, Cleveland, OH 44109		
Buy	yer(s): Zia Uddin			
Sel	ler(s): MT CUBED LLC			
	I. TRANSACTION I	NVOLVING TWO AGENTS	IN TWO DIFFERENT BRO	OKERAGES
The	e buyer will be represented by	AGENT(S)	and	BROKERAGE
The	e seller will be represented by	AGENT(S)	, and	BROKERAGE
If to	II. TRANSACTI wo agents in the real estate brokerage resent both the buyer and the seller, ch	ON INVOLVING TWO AGE		ERAGE
	Agent(s) Agent(s) involved in the transaction, the princ form. As dual agents they will main information.	ipal broker and managers will b	work(s) for the work(s) for th	he seller. Unless personally her explained on the back of this
	Every agent in the brokerage represe and on the back of this form. As dual age confidential information. Unless ind has a personal, family or business rel	will be working for both the ents they will maintain a neutral icated below, neither the agento	the buyer and seller as "dual age all position in the transaction and (s) nor the brokerage acting as	a dual agent in this transaction
Age	III. TRANS A	ACTION INVOLVING ONL and real estate	Y ONE REAL ESTATE AGE brokerage Realty Trust Service	
Ø	be "dual agents" representing both pothis form. As dual agents they will not information. Unless indicated below personal, family or business relations	naintain a neutral position in the r, neither the agent(s) nor the br	e transaction and they will proto okerage acting as a dual agent	ect all parties' confidential in this transaction has a
	represent only the ( <i>check one</i> ) $\square$ sell represent his/her own best interest.			
		CONSE	NT	
	I (we) consent to the above relationsl (we) acknowledge reading the inform			
	Zia Uddin	dotloop verified 08/13/21 10:41 AM CDT ZYYE-R1HU-XHLG-RWCN	MTCUEED LLC	dotloop verified 08/13/21 2:47 PM PDT WDLM-BQSL-OGT1-COHM
	BUYER/TENANT	DATE	SELLER/LANDLORD	DATE

DATE

SELLER/LANDLORD

# **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



Page 2 of 2 Effective 02/10/19



# **Promisary Note**

k	\$ <u>1,000</u>	Date_08/13/2021		
$\mathfrak{M}$	ON DEMAND REALTY TRUST SERVIC	4 days from acceptance  after date, ESchicago Title	promise to pay to the order of	
Gromissory	with interest at ZERO and sufficiency of which is he  DUE DATE ON DEMAND  STAILOR	percent per annum for a va	dotloop verified 08/13/21 10:41 AM CDT 7/CBO-A5QK-SVND-HTMQ	

# Realty Trust CONSUMER GUIDE TO **AGENCY RELATIONSHIPS**

We are pleased you have selected **Realty Trust Services** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Realty Trust Services** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

# Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loval to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties

# **Representing Buyers**

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. When they do so, they sign an agency agreement that authorizes the brokerage and the buyer's agent to represent their interests. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

# **Dual Agency**

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

### Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

### Working With Realty Trust Services- Our Policy On Agency

**Realty Trust Services** does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but Realty Trust Services and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Realty Trust Services will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and Realty Trust Services will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you, you can seek representation from another brokerage or you choose to be unrepresented by an agent.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

# **Working With Other Brokerages**

When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Realty Trust Services** will be representing your interests. When acting as a buyer's agent, **Realty Trust Services** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

# **Fair Housing Statement**

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, 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, 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. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. If you want to see the Realty Trust Services complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

_∠1a Uddin_				
Name	(Please Print)	Name	(Please Print)	
Zia Uddin	dotloop verified 08/13/21 10:41 AM CDT YFD3-HAQN-9SGM-KFWO			
Signature	Date	Signature	Date	

# Yes MLS / RESIDENTIAL PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

City <u>Cleveland</u>	Ohio, Zip Code 44109
Permanent Parcel No. <u>012-12-039</u>	, and further described as being:
appurtenant rights, privileges and easem now on the property: all electrical, heating awnings, screens, storm windows, curtain control unit, smoke detectors, garage doc following selected items shall also remain refrigerator;  ☐ dishwasher; ☐ washer; ☐ dryer; ☐ gas grill; ☐ fireplace tools; ☐ screen	"AS IS" PRESENT PHYSICAL CONDITION, shall include the land, a sents, and all buildings and fixtures, including such of the following as g, plumbing and bathroom fixtures; all window and door shades, blind and drapery fixtures; all landscaping, disposal, TV antenna, rotor are or opener(s) and controls; all permanently attached carpeting. n: satellite dish; range and oven; microwave; kitchen radiator covers; window air conditioner; central air conditionen, glass doors and grate; all existing window treatments; inserts; gas logs; and water softener.
Also included:	
within four (4) days and BUYER and SEL approval, deposit of funds and document	e release of the primary contract, BUYER shall deposit earnest mone LER agree to sign an addendum, listing the date for loan application ts, title transfer and possession.  \$92,000
Earnest money payable to Chicago Title	
In the form of a ☐ check ☐ other: Note S. redeemed immediately upon receipt of a	igned which shall be
In the form of a ☐ check ☐ other: Note S redeemed immediately upon receipt of a on lines 238-246) and ☐	igned which shall be a binding agreement (as defined
In the form of a check other: Note S redeemed immediately upon receipt of a on lines 238-246) and Balance of cash to be deposited in escro	igned which shall be a binding agreement (as defined \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
In the form of a check other: Note S redeemed immediately upon receipt of a on lines 238-246) and Balance of cash to be deposited in escro Mortgage loan to be obtained by Buyer	which shall be a binding agreement (as defined \$\\ \text{w}\\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
In the form of a check other: Note S redeemed immediately upon receipt of a on lines 238-246) and Balance of cash to be deposited in escro	which shall be a binding agreement (as defined \$\\ \text{w}\\$\\$91,000 \$\\ \text{s}0
In the form of a check other: Note S redeemed immediately upon receipt of a on lines 238-246) and Balance of cash to be deposited in escro Mortgage loan to be obtained by Buyer	which shall be a binding agreement (as defined \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

# Property Address: 4317 Behrwald Avenue, Cleveland, OH 44109

43 44	money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers and their agents. (see line 205)
45 46 47 48 49	<b>CLOSING:</b> All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before $08/27/2021$ , and title shall be recorded on or about $08/27/2021$ . Ohio law requires that closing funds over the amount of \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.
50 51 52 53 54	POSSESSION: Seller shall deliver possession to Buyer of the property within TOT days by 4 (time), ☐ AM ☑ PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by the Seller free for 0 days. Additional 0 days at a rate of \$0 per day. Insurance coverage and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of Seller and Buyer.
55 56 57 58 59 60 61 62 63 64 65 66 67 68 69	TITLE: For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to each other, and both Buyer and Seller agree to sign a <i>mutual release</i> , releasing earnest money to Buyer. For the subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. Unless expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer effective upon closing. (see line 205)
70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90	PRORATIONS: General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable policies if Buyer so elects. special assessments, city and county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is new construction and recently completed or in the process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is not awa
91	In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
92 93	■ Buyer ■ Seller agrees to pay the amount of such recoupment.
93 94	<b>CHARGES/ESCROW INSTRUCTIONS:</b> This agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance.

	Pı	roperty .	Address:			
95 96 97 98 99 00 01	requirection cost of comments of the comments of the cost of the c	red to dis of insurin nissions, ich case nt securi	scharge any mortgage, lie ag premium for Owners Fe g) one-half of the escrow Seller shall pay the entire ty deposits, if any, shall be	ugh escrow: a) deed preparation b) real en or encumbrance not assumed by Buyer e Policy of Title Insurance, e) pro-rations fee (unless VA/FHA regulations prohibit prescrow fee), and h) 0 ercredited in escrow to the Buyer. The escredited in escrow to the Buyer.	r, d) title exam and or due Buyer, f) Broker payment of escrow fe crow agent shall with payment of Seller's f	ne half the 's ees by Buyer hold inal water and
03 04 05 06 07 08 09 10	Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage, d) <a href="Mailto:Chicago Title">Chicago Title</a> . If the closing date cannot occur by the date of closing due to any government regulation or lender requirement, the date of closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing, which Brokers may disburse to other parties to the transaction.					
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# Property Address: 4317 Behrwald Avenue, Cleveland, OH 44109

143 (list other inspections) 144

Within three (3) days after completion of the last inspection. Buyer shall elect one of the following:

- a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the property is accepted in its "as is" present physical condition, Buyer agrees to sign an Amendment to the Residential Purchase Agreement removing the inspection contingency and this agreement will proceed in full force and effect: OR
- b. Accept the property subject to Seller agreeing to have specific items that were identified in a written inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide Seller with a copy of all inspection reports, if requested, and sign an Amendment to the Residential Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement is null and void and Seller and Buyer agree to sign a mutual release, with the earnest money being returned to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, OR Terminate this agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a mutual release. The earnest money will be returned to the Buyer without any further liability of either party to the other or to the broker(s) (see line 227).

MEGAN'S LAW Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

**CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio Residential Property Disclosure Form or identified by any inspections requested by either party or any other forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not relied upon any representations, warranties, or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this agreement or on the Residential Property Disclosure Form.

- ✓ 1. Buyer acknowledges receipt of completed Residential Property Disclosure Form from Seller
- 2. Buyer has not received Residential Property Disclosure Form and Seller agrees to deliver to Buyer a copy of the completed Residential Property Disclosure Form within three (3) days after acceptance unless the sale of the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a mutual release with instruction to the Broker on disbursement of the earnest money. (see line 227)

REPRESENTATIONS AND DISCLAIMERS: Buyer acknowledges that the Seller completed the Residential Property Disclosure Form unless otherwise stated above and Seller has not made any representations or

warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

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# Property Address: 4317 Behrwald Avenue, Cleveland, OH 44109

Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges that Brokers and their agents have not made any representations, warranties, or agreements, express or implied regarding the condition or use of the property, including but not limited to any representation that: (a) the basement. crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this property (if none, write "none") none DAMAGE: If any building or other improvements are destroyed or damaged in excess of ten percent of the

DAMAGE: If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

ADDENDA: The additional terms and conditions in the attached addenda ☑ Agency Disclosure Form

☐ Residential Property Disclosure ☐ VA ☐ FHA ☐ FHA Home Inspection Notice ☐ Secondary Offer ☐ Condominium
☐ Short Sale ☐ House Sale Contingency ☐ House Sale Concurrency ☑ Lead Based Paint (required if built before 1978)
☐ Homeowner's Association ☐ Affiliated Business Arrangement Disclosure Statement ☐ Walk-Through Addendum
☐ Other
☐ Statement ☐ Walk-Through Addendum ☐ Other ☐ Statement ☐

are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting terms in the Purchase Agreement.

**ADDITIONAL TERMS:** 1- The property is being sold as-is. The seller will make no repairs.

225 2- The Buyer will be doing a general home inspection and the buyer may back out without losing earnest money if not satisfied with the home inspection.

**EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. 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 separate 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 purchaser with no further notice to the Seller. In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker against the real estate commission owed the broker as a result of said closing. If said earnest money exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

BINDING AGREEMENT: Upon written acceptance, then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be deemed binding and walld. This Agreement shall be used as approximately instructions subject to the Facrow Agent's

deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

# Property Address: 4317 Behrwald Avenue, Cleveland, OH 44109

244 245 246		ct between the escrow's conditions of acceptance and this il. For purposes of this Agreement, "days" shall be defined as
247		ou have any questions of law, consult your attorney.
248	BUYER Zia Uddin dottoop verified 08/13/21 10:41 AM CDT 5NYB-F8NL-QSX5-ADVH	Address
249	Print Name Zia Uddin	ZIP
250	BUYER	DatePhone
251	Print Name	Email zuddin8@gmail.com
252 253		irrevocably instructs escrow agent to pay from Seller's escrow percent (5%) of the
254	purchase price to Andy Morris	(Selling Broker)(Office)
255	and \$ plus	percent (%) of the
256		(Listing Broker) Realty Trust Services, LLC (Office)
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258	Print Name MT CUBED LLC	ZIP
259	SELLER	DatePhone
260	Print Name	Email mercedes@epicrealestate.com
261	Selling Agent Name, RE License Number, Team	Listing Agent Name, RE License Number, Team
262	Leader Name (if applicable), Telephone, Email:	Leader Name (if applicable), Telephone, Email:
263	Rakesh Baniya	Rakesh Baniya
264	2019007609	2019007609
265		
266	2162187976	2162187976
267	rakesh@rtserve.com	rakesh@rtserve.com
268	Selling Brokers Name, BR License Number,	Listing Brokers Name, BR License Number
269	Telephone and Email:	Telephone and Email:
270	Realty Trust Services	Realty Trust Services
271	2008004009	2008004009
272	2163246637	2163246637
273	iandymorris@gmail.com	iandymorris@gmail.com







# Protect Your Family From Lead in Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States
Department of Housing
and Urban Development

# Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- · What you can do to protect your family
- · Where to go for more information

# Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or leadbased paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

# If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

 Read EPA's pamphlet, The Lead-Safe Certified Guide to Renovate Right, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



# Simple Steps to Protect Your Family from Lead Hazards

# If you think your home has lead-based paint:

- · Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

# **Lead Gets into the Body in Many Ways**

# Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

# Lead is especially dangerous to children under the age of 6.

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



# Women of childbearing age should know that lead is dangerous to a developing fetus.

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

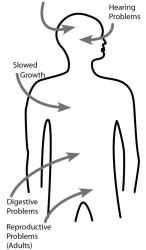
# **Health Effects of Lead**

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.



Brain Nerve Damage

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

# In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- · Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

# **Check Your Family for Lead**

# Get your children and home tested if you think your home has lead.

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

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

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

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

# Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

<sup>&</sup>lt;sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>&</sup>lt;sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

# Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- · On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 250  $\mu g/ft^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

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

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

# **Checking Your Home for Lead**

You can get your home tested for lead in several different ways:

- A lead-based paint inspection tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

# **Checking Your Home for Lead, continued**

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD** (5323) for a list of contacts in your area.<sup>3</sup>

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<sup>&</sup>lt;sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

# **What You Can Do Now to Protect Your Family**

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

# **Reducing Lead Hazards**

# Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

 In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover leadcontaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or statecertified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

# Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

# Reducing Lead Hazards, continued

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 250 µg/ft<sup>2</sup> for interior windows sills
- 400 μg/ft<sup>2</sup> for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

# Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, The Lead-Safe Certified Guide to Renovate Right



# RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much leadcontaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- Clean up thoroughly. The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

# Other Sources of Lead

# While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - · 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.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- Lead smelters or other industries that release lead into the air.
- Your job. If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old toys and furniture may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "greta" and "azarcon," used to treat an upset stomach.

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<sup>&</sup>lt;sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

# For More Information

### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD** (5323).

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

# **State and Local Health and Environmental Agencies**

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

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

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

Regional Lead Contact U.S. EPA Region 1 5 Post Office Square, Suite 100, OES 05-4 Boston, MA 02109-3912 (888) 372-7341

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

Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 205, Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671

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

Regional Lead Contact U.S. EPA Region 3 1650 Arch Street Philadelphia, PA 19103 (215) 814-2088

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

Regional Lead Contact U.S. EPA Region 4 AFC Tower, 12th Floor, Air, Pesticides & Toxics 61 Forsyth Street, SW Atlanta, GA 30303 (404) 562-8998

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

Regional Lead Contact U.S. EPA Region 5 (DT-8J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 886-7836 **Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733 (214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

Regional Lead Contact U.S. EPA Region 8 1595 Wynkoop St. Denver, CO 80202 (303) 312-6966

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

Regional Lead Contact U.S. EPA Region 9 (CMD-4-2) 75 Hawthorne Street San Francisco, CA 94105 (415) 947-4280

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

Regional Lead Contact U.S. EPA Region 10 Solid Waste & Toxics Unit (WCM-128) 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 (206) 553-1200

# **Consumer Product Safety Commission (CPSC)**

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway Bethesda, MD 20814-4421 1-800-638-2772 cpsc.gov or saferproducts.gov

# U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236 Washington, DC 20410-3000 (202) 402-7698 hud.gov/offices/lead/

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# **IMPORTANT!**

# Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards.
   Generally, lead-based paint that is in good condition is not a hazard (see page 10).