



Thank you for giving Berkshire Hathaway HomeServices KoenigRubloff Realty Group (“KRG”) the opportunity to represent you. KRG is a full-service real estate company offering the services you will need for a successful transaction. This Agreement explains our relationship and how we will function under Illinois law. In consideration of our services, you hereby grant us the **exclusive right to represent you in the sale** of your property located at:

\_\_\_\_\_ (the “Property”).

You agree to cooperate fully with us, to inform us promptly of any inquiries about the Property, to conduct all negotiations through us, and to abide by the following terms and conditions:

1. **Commission:** If during the term of this Agreement you sell or exchange the Property by entering into a contract that you, we, or any other party obtains from a ready, willing, and able purchaser for the sale or exchange of the Property, you shall pay KRG a commission of \$495 and 6% of the purchase price. The commission is due on or before the closing date set forth in the purchase agreement or at the time possession is given in the event of an installment sale. We are also entitled to the commission if a purchaser, to whom the Property was offered during the term of this Agreement, directly or indirectly within one (1) year after termination of this Agreement, enters into a contract to purchase the Property and the sale subsequently closes. However, if after termination of this Agreement you enter into an exclusive listing agreement with another real estate broker, no commission will be due to KRG under this Agreement. No commission is due if the sale is not closed due to purchaser’s default. Any change in the amount or the time of commission payment shall not be binding unless made in writing and signed by you and the Managing Broker.
2. **Price:** We will use our best efforts to achieve a sales price of \$ \_\_\_\_\_ or any other amount that you agree to accept.
3. **Seller’s Designated Agent:** KRG hereby designates \_\_\_\_\_ as your exclusive agent under this Agreement (your “Designated Agent”). You understand and agree that your Designated Agent may represent other clients at the same time. If your Designated Agent is unavailable to work with you, we will arrange for another agent to represent you.
4. **Our Services:** In marketing your Property, we will display information on various internet websites unless you give us written direction to exclude the Property from such websites. You authorize us to show the Property to prospective purchasers at convenient times, display signs, advertise the Property, furnish information on the Property to participants of the local multiple listing service, place a lockbox on the Property if applicable, cooperate with other brokers, and compensate them in an amount no greater than 50% of the percentage or monthly rental commission. Your Designated Agent will accept delivery of and present to you all offers and counteroffers to buy or lease the Property, assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to offers and counteroffers until a sales contract or lease is signed and all contingencies are satisfied or waived, and answer your questions relating to the offers, counteroffers, notices, and contingencies, unless answering the questions is precluded by law. Our duty is to market the Property; we are not responsible for its management, maintenance, upkeep, repair, inspection, custody, care or control. We assume no liability for any personal property on or in the Property, or for the failure of any systems, nor for any personal injuries sustained on the Property.
5. **Rental:** ~~If you rent the Property by entering into a lease that you, we, or any other party obtains from a ready, willing, and able tenant during the term of this Agreement, or if within six (6) months after termination of this Agreement you enter into a lease with anyone to whom it was offered during the term of this Agreement, you agree to pay KRG, upon execution of the Lease by Tenant or at the time of possession, whichever is first, a commission of \$100 for monthly rental less than \$2,000, \$200 for monthly rental of \$2,000 to \$5,000, or \$350 for monthly rental of more than \$5,000, and one-and-one-quarter (1¼) month’s rent for the first year, and one-half (1/2) of one (1) month’s rent for each year thereafter. If the term of the lease is extended, or if the tenant occupies additional space, whether provided for by the lease or subsequent modifications of the lease, you agree to pay KRG additional commission of one-half (1/2) of one (1) month’s rent for each year thereafter. This additional commission is due upon execution of the extension agreement for additional space, and/or execution of a new lease between you and the tenant. If after termination of this Agreement, you enter into an exclusive lease agreement with another real estate broker, no commission is due under this Agreement. If the tenant subsequently purchases the property during the lease, any extension to the lease, or within one year after the expiration of the lease or extension, you hereby agree to pay a commission as set forth in Paragraph 1 above.~~
6. **Termination and Cancellation:** This Agreement terminates one (1) year from date entered below (the “Term”) and until then is irrevocable and binding. If we agree to cancel this Agreement at any time before the end of the Term, you agree to reimburse us for all actual marketing costs, as accounted for in writing, plus a cancellation fee of \$500, payable before cancellation is effective.
7. **Compliance with Fair Housing Laws:** You acknowledge that it is illegal for either you or us to refuse to display or sell to any person because of race, color, religion, national origin, age, sex, ancestry, disability, marital or familial status, source of income, military status or unfavorable discharge from military, sexual orientation, or Order of Protection status, and agree to follow all local, state and federal fair housing laws.
8. **Special Assessments/Special Service Areas:** There are no special assessments relative to this property except \_\_\_\_\_, and property is  is not  in a Special Service Area. Seller agrees to notify KRG upon receipt of any notice of special assessment and/or any notice that the real estate is in a designated Special Service Area.
9. **Indemnity/Dispute Resolution:** You agree to indemnify and hold us harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney’s fees) arising from any incorrect information or misrepresentations supplied by you or from any material facts, including latent defects, that are known to you that you fail to disclose. We agree to work together to try to resolve any controversy or claim between us regarding this Agreement, its interpretation, enforcement or breach (which includes tort claims arising from fraud and fraud in the inducement). We also agree that if we cannot resolve differences, we will submit all controversies relating to this Agreement to binding arbitration through the facilities of the American Arbitration Association or

JAMS in Chicago, Illinois, with costs to be shared equally. This agreement to arbitrate will be construed and interpreted under the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq. While either party shall have all the rights and benefits of arbitration, both parties are giving up the right to litigate such claims and disputes in a court or jury trial. The results, determinations, findings, judgments and/or awards rendered through such arbitration shall be final and binding on us both and may be specifically enforced by legal proceedings. Judgment on the award may be entered into any court having jurisdiction. Neither of us shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in any private attorney general capacity. For controversies and claims that do not exceed the applicable jurisdictional limit of small claims court, either party may bring such claims in small claims court in lieu of arbitration. Additional information and resources regarding the use of arbitration may be found at [www.adr.org](http://www.adr.org).

- 10. **Copyright:** You agree that we own all copyrights, patents, trade secrets and other intellectual property rights in anything created or developed in conjunction with the marketing of the Property. You specifically authorize us to use for any purposes any and all information obtained by or provided to us pursuant to this Agreement, including contained in this Agreement, and any publicly available information concerning the price and terms of the sale of the Property, length of time the Property is on the market, and any other information relating to the Property, before and after the sale or, in the event there is not a sale, after this Agreement has terminated or expires.
- 11. **Relocation:** Would you like to receive information about your destination city? Yes  No
- 12. **Home Warranty Plan:** Would you like information about a home warranty plan? Yes  No
- 13. **Title Insurance:** We can arrange to provide title insurance through Fort Dearborn Land Title Company.
- 14. **Disclosures:** You acknowledge that attached to this Agreement and made a part of it are the following disclosures which you agree to sign: Dual Agency Disclosure, Affiliated Business Arrangement Disclosure, Residential Real Property Act Disclosure, Lead-Based Paint Disclosure: *if your house was built before 1978*, Radon Disclosure
- 15. **Real Estate Taxes:** \$ \_\_\_\_\_ Tax Year: \_\_\_\_\_ Parking Space Taxes \$ \_\_\_\_\_ Tax Year \_\_\_\_\_  
 PIN# \_\_\_\_\_ Parking Space PIN # \_\_\_\_\_  
 Homeowner's Exemption: Yes  No  Senior Citizen's Homestead Exemption: Yes  No  Senior Freeze Exemption Yes  No
- 16. **Assessments:** (If applicable) Monthly Condominium \$ \_\_\_\_\_. Special(s) \$ \_\_\_\_\_  
 Seller agrees to advise KRG of any notice of change in the Assessments within three (3) business days of receipt of such notice.
- 17. **Marketing Notice.** KRG and its affiliated HomeServices of America family of companies are providing this Notice. KRG has title insurance, mortgage, personal lines insurance and home warranty affiliates that are committed to the highest quality of service. To enable you to receive information from these excellent companies, KRG makes your contact information available to them. Rest assured we do not share your financial information with anyone. If you choose, however, you may limit these companies' marketing their products or services to you. To limit marketing offers, contact us at DoNotContact@KoenigRubloff.com.

Accepted and Agreed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Print Seller's Name**

\_\_\_\_\_  
**Print Seller's Name**

\_\_\_\_\_  
 Seller's **Signature**

\_\_\_\_\_  
 Seller's **Signature**

\_\_\_\_\_  
 Seller's Email

\_\_\_\_\_  
 Seller's Address

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

\_\_\_\_\_  
**Print Managing Broker's Name**

\_\_\_\_\_  
 Managing Broker's **Signature**

\_\_\_\_\_  
**Print Designated Agent Name**

\_\_\_\_\_  
 Phone Number





Disclosure and Consent to Dual Agency

Your Designated Agent, \_\_\_\_\_ and any subsequent \_\_\_\_\_ (Print Agent Name)

designated agent, may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

- 1. Treat all clients honestly
2. Provide information about the property to the buyer or tenant
3. Disclose all latent material defects in the property that are known to Licensee
4. Disclose financial qualification of the buyer or tenant to the seller or landlord
5. Explain real estate terms
6. Help the buyer or tenant to arrange for property inspections
7. Explain closing costs and procedures
8. Help the buyer compare financing alternatives
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer

Do Not Agree to Dual Agency

x \_\_\_\_\_ signature
x \_\_\_\_\_ signature

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

- 1. Confidential information that Licensee may know about the clients, without that client's permission. No other licensee will be able to reveal the other party's confidential information to you.
2. The price or terms the seller or landlord will take, other than the listing price, without permission of the seller or landlord. No other licensee will be able to reveal this information to you.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. No other licensee will be able to reveal this information to you.
4. A recommended or suggested price or terms the buyer or tenant should offer
5. A recommended or suggested price or terms the seller or landlord should counter with or accept

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a dual agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a dual agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary. You further acknowledge that this Disclosure was presented when you entered into the brokerage agreement with your agent.

\_\_\_\_\_ Print Name(s)

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

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



### Affiliated Business Arrangement Disclosure

To: \_\_\_\_\_ Property: \_\_\_\_\_  
From: \_\_\_\_\_ Date: \_\_\_\_\_

This is to give you notice that HomeServices of Illinois, LLC doing business as Berkshire Hathaway HomeServices KoenigRubloff Realty Group (“KoenigRubloff Realty Group”), HomeServices Insurance, Inc. doing business as Fort Dearborn Insurance Agency (“Fort Dearborn Insurance”), and Fort Dearborn Land Title Company, LLC (“Fort Dearborn Title”) are part of a family of companies, and each may refer to you the services of another. KoenigRubloff Realty Group, Fort Dearborn Insurance and Fort Dearborn Title are each wholly-owned by HomeServices of America, Inc. (“HSoA”), either directly or through one or more subsidiaries. In addition, KoenigRubloff Realty Group has contractual relationships with Wells Fargo Bank, N.A. doing business as Wells Fargo Home Mortgage and American Home Shield Corporation. Because of these relationships, referrals by any of these companies to another may provide the referring company, HSoA and/or its affiliates with a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

**THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

| Service Provider           | Service Provided        | HUD-1 Line | Charge or Range of Charges   |
|----------------------------|-------------------------|------------|--|
| KoenigRubloff Realty Group | Broker’s Commission     | (700)      | \$495 plus a percentage of the sales price, ranging from 5% - 7%   |
| Fort Dearborn Title        | Lender’s Policy         | (1100)     | \$500 for a first mortgage plus \$100 for protection between issuance of the title commitment and closing; an additional \$400 if there is a second mortgage or home equity loan. Endorsements are \$175 each; chain of title is \$125.                                    |
|                            | Owner’s Policy          | (1100)     | \$1,225 for policies \$99,999 and under, plus \$20 for each additional \$10,000 or less of coverage up to \$999,999. For policies over \$999,999, add \$2.00 for each additional \$1,000.00 of coverage. A \$100 commitment update fee is charged on all owner’s policies. |
|                            | Closing Fee             | (1102)     | \$885 to \$1,075 for purchase price up to \$500,000. Add \$50 per each additional \$50,000, or part thereof, increase in purchase price; plus expenses incurred and up to \$50 for each wire, overnight package sent, or loan package received.                            |
| Fort Dearborn Insurance    | Homeowner’s Insurance   | (903)      | \$200 - \$2,000 premiums, depending on the product and associated risk assessments (e.g., age of home, credit, score, past claims of the insured, etc.)  |
| Wells Fargo Home Mortgage  | Loan Origination        | (801)      | 0.0% - 2.0% of loan amount (including fees for processing and underwriting)  |
|                            | Discount Points         | (802)      | 0.0% - 4.0% of loan amount   |
|                            | Appraisal               | (804)      | \$300 - \$1,175  |
|                            | Credit Report           | (805)      | \$11 - \$100   |
|                            | Tax Service Fee         | (806)      | \$65 - \$125   |
|                            | Flood Certification Fee | (807)      | \$19   |
| American Home Shield       | Home Warranty           | (1302)     | \$395 - \$1090, depending on property and optional coverages   |

ACKNOWLEDGEMENT: I/we have read this disclosure form, and understand that I/we are being referred to the above-described services and any of these companies and/or their parents/subsidiaries/affiliates may receive a financial or other benefit as a result of any such referral.

→ \_\_\_\_\_ (Date) → \_\_\_\_\_ (Date)  
KRG ABAD 04012014



# Illinois Association of REALTORS®

## RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

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

City, State & Zip Code: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of \_\_\_\_\_, 20\_\_\_\_, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES                          | NO                       | N/A                      |  |
|------------------------------|--------------------------|--------------------------|--|
| 1. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | Seller has occupied the property within the last 12 months. (No explanation is needed.)  |
| 2. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawlspace or basement.  |
| 3. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.  |
| 4. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges).  |
| 5. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings or chimney.  |
| 6. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the walls or floors.   |
| 7. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the electrical system.   |
| 8. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).    |
| 9. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the well or well equipment.  |
| 10. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe conditions in the drinking water.   |
| 11. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems.   |
| 12. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the fireplace or woodburning stove.  |
| 13. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the septic, sanitary sewer, or other disposal system.  |
| 14. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises.  |
| 15. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.  |
| 16. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.           |
| 17. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.  |
| 18. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects.   |
| 19. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.  |
| 20. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of underground fuel storage tanks on the property.  |
| 21. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of boundary or lot line disputes.   |
| 22. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.                    |
| 23. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

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Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

→ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

→ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT (“AS IS”). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

# **RESIDENTIAL REAL PROPERTY DISCLOSURE ACT**

## **ARTICLE 2: DISCLOSURES**

### **765 ILCS 77/5 et seq.**

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

“Residential real property” means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

“Seller” means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, “seller” shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

“Prospective buyer” means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of the Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee’s secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor’s occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

- 1) personal or facsimile delivery to the prospective buyer;
- 2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement, or
- 3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of the Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.





# ILLINOIS ASSOCIATION OF REALTORS



## DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk 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.

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

### Seller's Disclosure (initial)

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_
  - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_\_ (b) Records and Reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

- \_\_\_\_\_ (c) Purchaser has received copies of all information listed above.
- \_\_\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- \_\_\_\_\_ (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

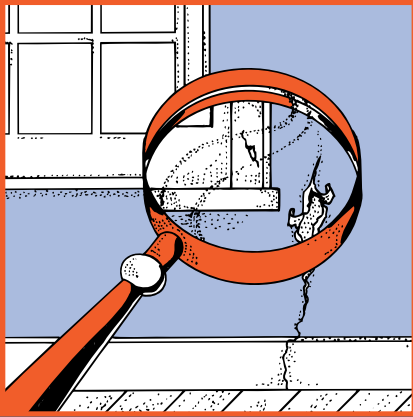
### Agent's Acknowledgment (initial)

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

### Certification of Accuracy

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

|                |          |                 |          |
|----------------|----------|-----------------|----------|
| → Seller _____ | Date / / | Purchaser _____ | Date / / |
| → Seller _____ | Date / / | Purchaser _____ | Date / / |
| Agent _____    | Date / / | Agent _____     | Date / / |



# Protect Your Family From Lead In Your Home



 **EPA** United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

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

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



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

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



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



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



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

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

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

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

# Lead Gets in the Body in Many Ways

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

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

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

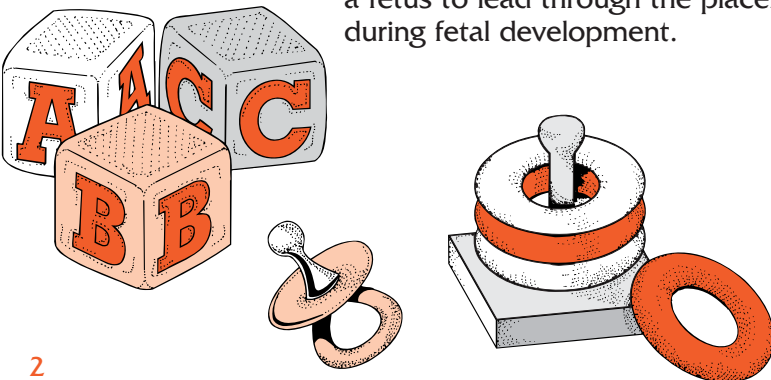
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children 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.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

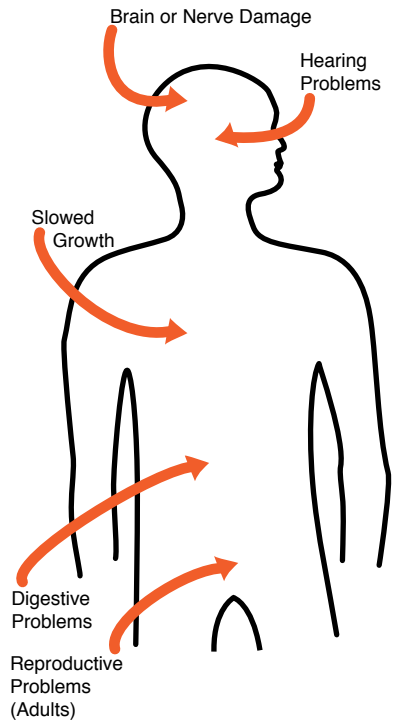
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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

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## Where Lead-Based Paint Is Found

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

---

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

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

## Checking Your Family for Lead

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

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

# Identifying Lead Hazards

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

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

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

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

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

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

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

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

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

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# Checking Your Home for Lead

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

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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

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

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

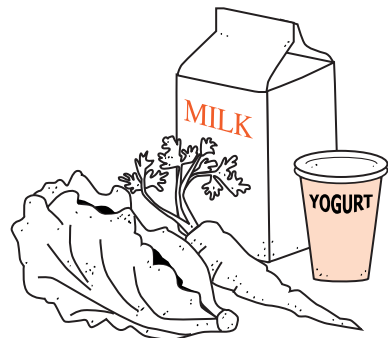
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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

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



# Reducing Lead Hazards In The Home

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

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



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

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

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

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

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

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

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

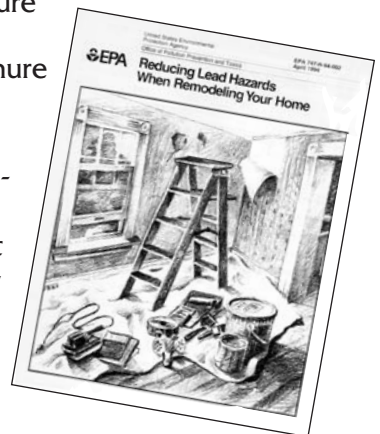
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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

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## Other Sources of Lead

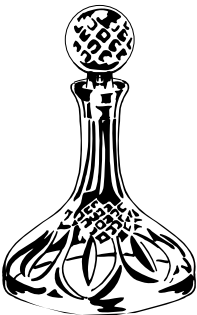
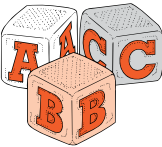
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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

## For More Information

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### The National Lead Information Center

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



### EPA's Safe Drinking Water Hotline

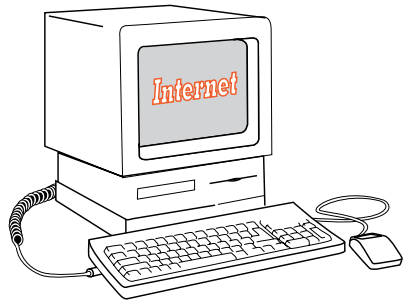
Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

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

### Health and Environmental Agencies

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



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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

## EPA Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CPSC Regional Offices

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

### **Eastern Regional Center**

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

### **Western Regional Center**

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

### **Central Regional Center**

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

## HUD Lead Office

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

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

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

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

EPA747-K-99-001  
June 2003



# Simple Steps To Protect Your Family From Lead Hazards

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

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



**Recycled/Recyclable**

Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.



DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
(b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
(d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Form with signature lines for Seller, Purchaser, and Agent, along with Date, Property Address, and City, State, Zip Code fields.



## Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

### Recommendations for Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

### Test Options for Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

| What to Look for in Short-Term Real Estate Testing Options   |  |   |
|--|--|---|
| Option   | Detector Location  | What to do Next   |
| <b>Simultaneous</b><br>Two short-term tests, 48 hours or longer, performed at the same time.   | Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy. | Fix the home if the average of the two tests is 4 picoCuries per liter (pCi/L) or more. |
| <b>Continuous Monitor Test</b><br>One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly. | Continuous monitor placed in each of the lowest structural area suitable for occupancy.          | Fix the home if the average radon level is 4 pCi/L or more.                             |

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

### If your tests don't agree, contact the IEMA-Division of Nuclear Safety

If your simultaneous or sequential tests are not in agreement (or if you're not sure whether or not they agree), contact the IEMA-Division of Nuclear Safety Radon Program or your licensed radon measurement professional.



### When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.



**Interference with successful completion of a radon measurement is illegal in Illinois.**

## IEMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Contact the IEMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing. [www.radon.illinois.gov](http://www.radon.illinois.gov)

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### Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act requires that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

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### When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licensees are required to post Radon Measurement in Progress Notifications at every building entry.

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### Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

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### DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

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### The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

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### If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site [www.radon.illinois.gov](http://www.radon.illinois.gov) or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

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### After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

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### The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245

IEMA-Division of Nuclear Safety  
1035 Outer Park Drive • Springfield, IL 62704  
(217) 782-1325 • TDD: (217) 782-6023  
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## **Radon Testing Guidelines for Real Estate Transactions**

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

### **Recommendations for Real Estate Transactions**

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

### **Test Options for Real Estate Transactions**

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

## What to Look for in Short-Term Real Estate Testing Options

| Option   | Detector Location  | What to do Next  |
|--|--|--|
| <b>Simultaneous</b><br>Two short-term tests, 48 hours or longer, performed at the same time.   | Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy. | Fix the home if the average of the two tests is 4 pCi/L or more. |
| <b>Continuous Monitor Test</b><br>One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly. | Continuous monitor placed in each of the lowest structural areas suitable for occupancy.         | Fix the home if the average radon level is 4 pCi/L or more.      |

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#### Nuclear Safety

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